

General Terms and Conditions

These General Terms and Conditions (hereinafter: GTC) of **PropertyCode Hungary Limited Liability Company**. (headquarter: 34. Erdősor str. ground floor 2. 1214 Budapest, hereinafter: **Service Provider or Lessor**) apply for the rights and obligations arising from the electronic commerce services provided by the Service Provider for the **Customer (hereinafter: Customer, User, Partner, Lessee)**

(hereinafter Service Provider and Customer, together: Parties).

This document is not filed, it is concluded in electronic form, it is written in English and it does not qualify as a written contract. These GTC are available, downloadable, and printable from the <https://unitederasmushousing.com/> address on the website.

General information, the conclusion of a contract between the Parties

1. Contact details:

<i>Company name:</i>	PropertyCode Hungary Limited Liability Company
<i>Headquarter:</i>	34. Erdősor utca ground floor 2. 1214 Budapest
<i>Premises:</i>	1. 40. Garay str. 2. floor 8. 1076 Budapest 2. 16. Bérkocsis str. 1. floor 2. 1084 Budapest 3. 58. Wesselényi str. 2. floor 15. 1077 Budapest 4. 1-5. Kerepesi road C. bldg. 2. floor 15. 1087 Budapest 5. 5/B Rottenbiller str. 3. floor 1. 1077 Budapest
<i>Company registration number:</i>	01-09-974845
<i>Court of Registry:</i>	Fővárosi Törvényszék Cégbírósága
<i>Tax number:</i>	23714041-2-43
<i>Statistical symbol:</i>	23714041-6820-113-01
<i>Account number:</i>	10401196-50526865-81811002 (Kereskedelmi és Hitelbank Zártkörűen Működő Részvénytársaság) 11721002-21456547-00000000 (OTP Bank Nyrt.) 11763213-12848887-00000000 (OTP XXI. ker. Belföldiek Devizái)
<i>Represents:</i>	Attila Márk Tündik
<i>Phone number:</i>	+36 20 432 5955
<i>E-mail address:</i>	hello@unitederasmushousing.com
<i>Hosting provider details:</i>	Company name: Closte, LLC. Headquarters: 1603 Capitol Ave. Suite 310 A546 Cheyenne, Wyoming 82001 Website: https://closte.com/

2. Legal relationships in connection with the Service Provider's website (<https://unitederasmushousing.com/>) and its sub-domains fall within the scope of these GTC. Therefore, this document applies to all e-commerce services provided in the territory of Hungary via the electronic marketplace for renting apartments and rooms on the **unitederasmushousing.com** website (hereinafter referred to as „Website”). The purchase on the Website is governed by Act CVIII of 2001 on Electronic Commerce and on Information Society Services provided that paragraph (2) of article 5 and paragraphs (1)-(2) of article 6 have been communicated by the Service Provider with these GTC.
3. Purchases on the Website are possible with an order placed electronically, as specified in these GTC. The contract is concluded in English.

4. All legal entities and other organizations without legal personality, as well as natural persons are entitled to use the services of this website, if they accept the provisions of these GTC as binding on them and validly and successfully register themselves on the Website or in case of a one-time purchase, they provide the information required to complete the service.
5. In matters not regulated in these GTC, as well as in the interpretation of these GTC, Hungarian law shall prevail, with special regard to the relevant provisions of Act V of 2013 on the Civil Code (Civil Code). The mandatory provisions of the relevant legislation, which are binding on all, shall apply to the parties without any special stipulation.
6. These Regulations shall be valid from 24th of August 2022 until revoked. The Service Provider reserves the right to unilaterally amend any provision of these GTC by notifying the Customers by prior publication on the website.
7. The Service Provider shall publish the amendments on its Website no later than 14 days before they enter into force. After the entry into force of the amendment, the User accepts the contents of the amended GTC by browsing the Website - as using the service. Previously submitted orders are governed by the GTC in force at the time of submission.
8. If a User accesses the Service Provider's Website and reads its content in any way - even if he / she is not a registered User of the Website, he / she acknowledges that the provisions of these Regulations are binding on him / her at all times. If the User does not accept these terms and conditions, he / she is not entitled to view the content of the Web Shop.

9. Contact details of the Service Provider's electronic Customer service:

Phone: +36 20 432 5955

Website: <https://unitederasmushousing.com/>

E-mail address: hello@unitederasmushousing.com

Phone conversation hours: Monday-Friday, 9 am – 5 pm

Postal address for complaints sent in the form of a letter: 5/a, Rottenbiller str. 1077 Budapest, Hungary

Registration

10. Only registered users may use the website. Registration is done by clicking on the "Profile" button on the right side of the header and entering your full name and e-mail address.
11. By registering on the Website, the Customer necessarily declares that he/she has read and accepts the terms and conditions of these GTC and the Privacy Policy published on the Website.
12. The system will send an email to the address you have provided, informing you of the successful registration. The e-mail will contain the Customer's username and an automatically generated password. E-mail confirmation is required. The User can view his/her recent bookings, personal details, bank account details and account details in the "Profile" menu.
13. The Service Provider shall not be liable for any incorrect or inaccurate information provided by the Customer, whether during registration or ordering, or for any damages resulting from such incorrect or inaccurate information. Nor shall the Service Provider be liable for any damages arising from the Customer forgetting his password or from the password becoming available to unauthorised persons for any reason beyond the control of the Service Provider.
14. After logging in, the User has the possibility to change the previously recorded data by clicking on the "Profile" button of his account, then on the "Edit Profile" button. The Service Provider shall not be liable for any damage or error resulting from the change of the registered data by the Client.

Range of apartments for rent

15. The price displayed for the apartments advertised on the Website is VAT free and does not include the cost of utility bills such as water, gas, electricity and common charges. The Service Provider reserves the right to change prices. The Service Provider may only change the prices for the booked apartment subject to the exceptions set out in this document (e.g. obviously incorrect price of 1 or 0 Ft).
16. On the Website, the Service Provider shall provide details of the name and description of the apartment, and, if available, shall display a photo of the apartments. The pictures of the apartments displayed on the apartments' data sheets may differ from the real ones.
17. If you need more information about the quality, essential characteristics, use or usability of any of the apartments on the Website than is provided on the Website, please contact our customer service, whose details and contact details are provided in section 9.
18. If a discounted price is introduced - even through the use of coupons - the Service Provider will fully inform the Users about the conditions of the offer on the Website by e-mail. The Service Provider shall have the exclusive right to establish and set the discounted, promotional price and shall be entitled to unilaterally modify it.

Booking procedure

19. Once registered, you can view the apartments by clicking on the "Apartments" button in the header, then click on the apartment of your choice to view the available rooms and a detailed description of the apartment's features. Click on the image of a room to view a higher resolution image. Once you have selected the right room, you can click on the "Book now" button to select the room. Then, in the window that appears, you can specify the duration of the reservation.
20. Once you have selected the room you wish to book, clicking on the "Profile" icon at the top right of the page will bring up the "Booked flats" button, which you can click to view the room you wish to book. Here you will see the gross price of the room, as well as the possibility to request extra services and to enter the arrival and departure times. You can then cancel the reservation.
21. Before finalising the booking process, you can always go back to the previous phase in the top menu bar to modify the data you entered earlier. Press the "Booking" button to send your reservation. After the booking process is completed, you can still modify your reservation by clicking on "Booked flats", by clicking on the "Details and edit" button under the selected flat/room, until you receive a confirmation e-mail (not the automatic confirmation), but up to 1 hour after the booking by sending an e-mail to the customer service.
22. After sending the reservation, the User will receive a confirmation e-mail to the address provided at registration, including a link to the website. By opening this link, you can sign the rental contract in English. The signature can be done online or, after printing, signed by hand and returned.
23. If the confirmation is not received within a reasonable period of time from the date of sending the reservation, but not later than 48 hours from the date of sending the reservation, the Client is released from the obligation to make an offer or to enter into a contract. The order and its acknowledgement shall be deemed to have been received by the Service Provider or the Customer at the time when it becomes available to him. The Service Provider shall not be liable in respect of the confirmation if it is not received in time because the User has provided an incorrect e-mail address during registration, the message has been placed in the "spam" folder or the lack of free space in his e-mail account may be due to a failure of his mail server to receive messages.
24. After signing the rental contract, it is necessary to pay half of the 2-month deposit by bank transfer to the Service Provider's bank account, and then return the receipt of the signed contract to the Service Provider. The remaining part of the deposit and the first month's rent must be paid in cash on arrival at the apartment or by e-mail to the Landlord 11763213-12848887-00000000 of the Landlord before the arrival.
25. Before finalising the order process, you can always go back to the previous phase by pressing the back button to modify the data you have previously entered. After the order process has been completed, you will still be able to modify your order until you receive an e-mail confirming your order, but no later than 1 hour after the order has been placed, by sending an e-mail to the customer service. After submitting the order, the User will receive a confirmation e-mail at the address specified in the registration.

Information on the booked apartments

26. The essential characteristics of the apartments that can be seized and the instructions for their use can be found in detail on the pages of the specific properties. If you have any questions about the apartment before you buy, our customer service is available at the telephone number and e-mail address given in point 9. **By finalising the reservation, the Client acknowledges that his/her declaration will be subject to payment.**
27. The Service Provider reserves the right to change the rent of the apartments/rooms that can be booked on the Website, provided that the change will come into effect at the same time as the change is published on the Website. The change will not affect the rent of the apartments/rooms already booked. If an incorrect price is displayed on the Website, in particular a price of 0 Ft or 1 Ft that is obviously incorrect or due to a possible system error, the Service Provider is not obliged to provide the service at the incorrect price, but may offer the correct price, in the knowledge of which the User may withdraw from the rental by telephone or e-mail.

Processing of reservations and fulfilment

28. In all cases, the Service Provider's customer service will inform you of the confirmation of the booking by e-mail.

Supplies warranty

29. The Service Provider shall be deemed to have performed defectively if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. In such a case, the Customer is entitled to claim under Chapter XXIV of the Civil Code (Defective performance), according to which a non-consumer Customer

may claim for a warranty of performance within 1 year from the date of performance. **The following information is provided to Partners who are consumers in accordance with Government Decree 45/2014 (26.II.):**

30. Supplies warranty

- a. *In the event of defective performance of the product, you may assert a warranty claim against the company in accordance with the Civil Code.*
- b. *You may, at your option, have the following supplies warranty claims: You may request a repair or replacement, unless it is impossible to meet your choice or it would incur a disproportionate additional cost to your business. If you have not requested or could not request the repair or replacement, you may request a pro rata reduction of the consideration or you may have the defect repaired at someone else's expense, or you may have it repaired or, ultimately, withdraw from the contract. You can transfer from one of the chosen warranty rights to another, but you will bear the cost of the transfer, unless it was justified or given by the company.*
- c. *You must report the defect immediately after it is discovered, but no later than two months after the defect is discovered. However, I would like to draw your attention to the fact that you can no longer exercise your warranty rights beyond the limitation period of two years from the performance of the contract.*
- d. *Please note that you can enforce your supplies warranty claim against your business.*
- e. *Within six months of the performance, there are no conditions other than the notification of the error to enforce your warranty claim, if you prove that the product or service was provided by the Service Provider. However, after six months from the date of performance, you are obliged to prove that the defect you recognized already existed at the time of performance.*

Withdrawal Notice

We provide the following information to Partners who qualify as Consumers in accordance with 45/2014. (II. 26.) Government Decree:

31. Right of withdrawal

In the case of a contract concluded between absentees, the right of withdrawal without justification shall be granted within 14 (fourteen) days from the date of conclusion of the contract, in accordance with the provisions of the Regulation, in the case of a contract for the provision of services. The Customer shall notify the Service Provider of its wish to exercise its right of withdrawal by e-mail or by post. In the case of a written withdrawal, it shall be deemed to have been exercised within the time limit if the Customer sends his declaration before the expiry of the time limit. The Customer shall be entitled to exercise his right of withdrawal during the period between the date of conclusion of the Contract for the use of the Service and the date of performance of the Service by the Service Provider, until the date of commencement of performance of the Service. In this case, the Customer shall not be liable for any costs. In exercising the right of withdrawal, the Customer shall act in good faith and shall exercise the right in accordance with its intended purpose. The exercise of this right shall not lead to any abuse of the right by the Customer.

32. Legal effects of withdrawal

If the Customer withdraws from the contract, the Service Provider shall reimburse all the consideration paid by the Customer without delay, but no later than 14 days after receipt of the Customer's notice of withdrawal. The Supplier shall refund the Customer by the same method of payment as that used in the original transaction, unless the Customer expressly agrees to another method of payment; the Customer shall not incur any additional costs as a result of the use of this method of refund.

Complaint handling method

33. The aim of the Service Provider is to fulfil all orders in the appropriate quality, with the complete satisfaction of the User. If the User who qualifies as a Consumer still has a complaint regarding the contract and its performance, he / she may submit his / her complaint at the contact details provided in point 9.
34. The Service Provider shall immediately examine the oral complaint and remedy it if necessary. If the User does not agree with the handling of the complaint, the Service Provider shall immediately take minutes of the complaint and its position on it, and provide a copy of it to the User by e-mail. If it is not possible to investigate the complaint immediately, the Service Provider shall draw up a report on the complaint and provide a copy to the User by e-mail.
35. The Service Provider shall respond to the written complaint within 30 days in writing, by e-mail, and shall justify its position rejecting the complaint. The Service Provider shall keep a copy of the reply for 3 years and present it to the inspection authorities upon request.
36. **If you do not agree with the result of the complaint handling, we provide the following information to our Partners who are Consumers in accordance with the applicable legislation:**

a. In the above case, you can turn to the Consumer Protection Department of the competent Government Office or to one of the conciliation bodies operating under the Chamber of Commerce and Industry. In Consumer protection administrative authority matters, the district office and the county office according to the county seat act on the designation of the Consumer protection authority 387/2016. (XII. 2.) of the Government. You can find the contact details of the district offices on the website <http://www.kormanyhivatal.hu> while the data on the conciliation boards are included in the following list:

<p>Baranya Megyei Békéltető Testület Address: 7625 Pécs, Majorosy Imre u. 36. Postal Address: 7602 Pécs, Pf. 109. Tel: (72) 507-154 Fax number: (72) 507-152 Chairman: Dr. Bércesi Ferenc E-mail address: info@baranyabekeltetes.hu</p>	<p>Győr-Moson-Sopron Megyei Békéltető Testület Address: 9021 Győr, Szent István út 10/a. Tel: (96) 520-200, (96) 520-217 Fax number: (96) 520-291 Chairman: Dr. Bagoly Beáta E-mail address: bekeltetotestulet@gymskik.hu</p>	<p>Pest Megyei Békéltető Testület Address: 1055 Budapest, Balassi Bálint u. 25. IV/2. Tel: 06-1-269-0703 Fax number: 06-1-269-0703 Chairman: dr. Koncz Pál E-mail address: pmbekelteto@pmkik.hu</p>
<p>Bács-Kiskun Megyei Békéltető Testület Address: 6000 Kecskemét, Árpád krt. 4. Tel: (76) 501-525, (76) 501-532 Fax number: (76) 501-538 Chairman: Dr. Horváth Zsuzsanna E-mail address: bekeltetes@bacsbekeltetes.hu</p>	<p>Hajdú-Bihar Megyei Békéltető Testület Address: 4025 Debrecen, Petőfi tér 10. Ügyintézés helyszíne: 4025 Debrecen Vörösmarty u. 13-15. Telefón: 06-52-500-710, 06-52-500-745 Fax: 06-52-500-720 Chairman: Dr. Hajnal Zsolt E-mail address: bekelteto@hbkkik.hu</p>	<p>Somogy Megyei Békéltető Testület Address: 7400 Kaposvár, Anna utca 6. Tel: (82) 501-000 Fax number: (82) 501-046 Chairman: Dr. Novák Ferenc E-mail address: skik@skik.hu</p>
<p>Békés Megyei Békéltető Testület Address: 5600 Békéscsaba, Penza ltp. 5. Tel: (66) 324-976 Fax number: (66) 324-976 Chairman: Dr. Bagdi László E-mail address: bekeltetes@bmkik.hu</p>	<p>Heves Megyei Békéltető Testület Address: 3300 Eger, Faiskola út 15. Postal Address: 3301 Eger, Pf. 440. Tel: (36) 416-660/105 mellék Fax number: (36) 323-615 Chairman: Dr. Gondos István E-mail address: hkik@hkik.hu</p>	<p>Szabolcs-Szatmár-Bereg Megyei Békéltető Testület Address: 4400 Nyíregyháza, Széchenyi u. 2. Tel: (42) 311-544, (42) 420-180 Fax number: (42) 420-180 Chairman: Görömbeiné dr. Balmaz Katalin E-mail address: bekelteto@szabkam.hu</p>
<p>Borsod-Abaúj-Zemplén Megyei Békéltető Testület Address: 3525 Miskolc, Szentpáli u. 1. Tel: (46) 501-091, 501-871 Fax number: (46) 501-099 Chairman: Dr. Tulipán Péter E-mail address: bekeltetes@bokik.hu</p>	<p>Jász-Nagykun-Szolnok Megyei Békéltető Testület Address: 5000 Szolnok, Versegly park 8. Tel: (56) 510-610, (20) 373 2570 Fax number: (56) 370-005 Chairman: Dr. Lajkóné dr. Vigh Judit E-mail bekeltetotestulet@parkamaraszolnok.hu</p>	<p>Tolna Megyei Békéltető Testület Address: 7100 Szekszárd, Arany J. u. 23-25. Tel: (74) 411-661 Fax number: (74) 411-456 Chairman: Mónus Gréta E-mail address: kamara@tmkik.hu</p>
<p>Budapesti Békéltető Testület Address: 1016 Budapest, Krisztina krt. 99. Tel: (1) 488-2131 Fax number: (1) 488-2186 Chairman: Dr. Inzelt Éva Veronika E-mail address: bekelteto.testulet@bkik.hu</p>	<p>Komárom-Esztergom Megyei Békéltető Testület Address: 2800 Tatabánya, Fő tér 36. Tel: (34) 513-010, (34) 513-012 Fax number: (34) 316-259 Chairman: Dr. Bures Gabriella E-mail address: bekeltetes@kemkik.hu</p>	<p>Vas Megyei Békéltető Testület Address: 9700 Szombathely, Honvéd tér 2. Tel: (94) /506-645, (94) /312-356 Fax number: (94) 316-936 Chairman: Dr. Kövesdi Zoltán László E-mail address: vmkik@vmkik.hu</p>
<p>Csongrád Megyei Békéltető Testület Address: 6721 Szeged, Párizsi krt. 8-12. Tel: (62) 554-250/118 mellék Fax number: (62) 426-149 Chairman: Dr. Horváth Károly E-mail address: bekelteto.testulet@csmkik.hu</p>	<p>Nógrád Megyei Békéltető Testület Address: 3100 Salgótarján, Alkotmány út 9/a Telefonszám: (32) 520-860 Fax number: (32) 520-862 Chairman: Dr. Pongó Erik E-mail address: nkik@nkik.hu</p>	<p>Veszprém Megyei Békéltető Testület Address: 8200 Veszprém, Radnóti tér 1. (Fsz. 115-116.) Tel: (88) 814-111, (88) 814-121 Fax number: (88) 412-150 Chairman: Dr. Herjavec Klára E-mail address: info@bekeltetesveszprem.hu</p>
<p>Fejér Megyei Békéltető Testület Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Tel: (22) 510-310 Fax number: (22) 510-312 Chairman: Dr. Vári Kovács József E-mail address: bekeltetes@fmkik.hu</p>		<p>Zala Megyei Békéltető Testület Address: 8900 Zalaegerszeg, Petőfi utca 24. Tel: (92) 550-513 Fax number: (92) 550-525 Chairman: Dr. Molnár Sándor E-mail address: zmbekelteto@zmkik.hu</p>

b. Conciliation bodies can help resolve Consumer disputes out of court in a much faster and more cost-effective way. Their purpose is to reach an agreement between the parties. However, their decision is not binding in the absence of a declaration of submission. At the request of the conciliation body, it shall provide advice on the Consumer's rights and obligations.

c. In the case of cross-border Consumer disputes related to online sales and service contracts, the conciliation body operating under the auspices of the Budapest Chamber of Commerce and Industry has exclusive jurisdiction.

d. In the event of a Consumer complaint, the EU's online dispute resolution platform can also be used, which requires easy registration on the European Commission's website. The online interface is available at: <https://ec.europa.eu/Consumers/odr/main/index.cfm?event=main.home.show&lng=HU>

e. The Service Provider is obliged to cooperate in the conciliation board proceedings. As part of this, he is obliged to send a reply to the conciliation body by letter and, if he has a seat or establishment in the given county, he must ensure the participation of the person authorized to reach an agreement at the hearing.

f. In the final case, the Consumer can also turn to the competent court, where he can even put his claim in pen on the day of the complaint. Attachment of documentary evidence is still essential.

Miscellaneous provisions

37. The Service Provider is entitled to use a vicarious agent to fulfill its obligations.
38. Viewing the Service Provider's Website and purchasing on it presupposes that the User is aware of the technical and technological limitations of the Internet and accepts the possibility of errors associated with the technology.
39. The Service Provider shall not be liable for any damage caused by the use of the Website or the services advertised thereon. The User shall be responsible for the protection of his/her Internet communication device and the data contained thereon. The images, descriptions, technical data on the Website are for information purposes only and are intended to provide a more general view of the rooms/apartments. The images are illustrations. The Service Provider assumes that, in case of online booking, the User is already familiar with the service he/she has chosen and has gathered information about it from other sources. The Service Provider is not responsible for any errors or omissions on the Website.
40. The Service Provider manages its data in a GDPR compliant manner, details of which can be found in the published data protection information.
41. The Service Provider reserves all rights to distribute and copy any part or detail of its Website by any means. Without the prior written consent of the Service Provider, any use of the whole or parts of the Websites (reproduction, distribution, adaptation, etc.)
42. Any unauthorised use will lead to civil and criminal penalties and liability for damages. By using the Website, the User acknowledges that in the event of any unauthorised use of any of its contents, the Service Provider shall be liable to pay a penalty. The penalty amounts to HUF 30,000 per image and HUF 2,000 per word. The Customer acknowledges that this penalty is not excessive and browses the site with this in mind.
43. If any part of these GTC becomes invalid, it does not affect the validity and legality of the remaining parts.
44. If the Service Provider does not exercise its right under these GTC, the failure to exercise the right shall not be considered a waiver of a given right. Waiver of the rights set forth herein shall be effective only upon express written notice to that effect. If the Service Provider occasionally does not strictly adhere to any of the conditions or stipulations of the GTC, it does not mean a waiver of their strict compliance with them at a later date.
45. The Parties shall settle their disputes primarily by peaceful means. The User and the Service Provider stipulate the Hungarian jurisdiction and the exclusive jurisdiction of the Budapest XX, XXI and XXIII District Court and the Budapest District Court.

Budapest, 24th of August 2022

PropertyCode Hungary Limited Liability Company.