

Drival.com

General Terms and Conditions

The Terms of use (the "Terms") of Drival.com contain the terms and conditions of use of the services available on the website operated by **Drival Ltd.** ("Service Provider") (<https://drival.com>, hereinafter "Drival.com").

The effect of this „General terms and Conditions” extends to the contractual relationships of the provider’s website (<https://drival.com>, drival.co.uk, drival.cz, drival.es, drival.be, drival.dk, drival.ch, drival.gr, drival.pt, drival.se, drival.eu, drival.at, drival.pl, drival.fr, drival.nl, drival.hu, drival.fi, drival.ro, drival.si, drival.sk, drival.no, drival.de) and subdomains. This „general terms and conditions” is available and can be downloaded and printed at any time from the link below: <https://drival.com/aszf>

The contract made on the basis of this document **will not be registered**, it will be concluded only in electronic form, it is not a written contract, it is written in Hungarian and does not refer to a code of conduct.

1. DATA OF THE PROVIDER

Name of the Provider: Drival Ltd.

Registered Office (and official place of raising claims): 1238 Budapest, Nap street 7.

Contacts of the Provider and the regularly used electronic mailing address for contacting users: info@drival.com

Registration-number: 01-09-359793

Tax-number: 27974010-2-43

Name of the registry authority:

Telephone number: +36 70 209 5242

Language of contract: **Hungarian**

Name, e-mail and address of the domain provider:

Hosting-provider	Hostinger International Ltd.	61 Lordou Vironos Street 6023 Larnaca, Cyprus support@hostinger.com http://www.hostinger.com/
	MikroVPS Ltd.	Address: 9985 Felsőszölnök, Hármashatár út 33. Taxnumber: 25189861-2- 18 EU taxnumber: HU25189861 Support contact:

		e-mail: support@mikrovps.hu telephone: +3694200210
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2. SCOPE AND MODIFIABILITY OF THE GTC

- 2.1. These GTC define the rights and obligations of the parties with regard to the use of the website and all contractual relations within the scope of other services of the Service Provider, as well as the circumstances related to the use of other services.
- 2.2. The scope of these GTC extends to all Users. The provisions of these GTC are binding or authorizing the Service Provider and the Users, all their representatives, legal successors or assigns.
- 2.3. Issues not regulated in these Regulations and the interpretation of these Regulations shall be governed by Hungarian law, in particular Act V of 2013 on the Civil Code ("Civil Code") and certain provisions of electronic commerce services and information society services. CVIII of 2001 on the issues of (E-commerce Act). The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.
- 2.4. These GTC are valid from 20 June 2020 and will remain in force until revoked. The GTC also applies to the service legal relations established before its entry into force, as the Users accept the provisions of these GTC simultaneously with the ordering and extension of the individual services.
- 2.5. The Service Provider is entitled to unilaterally amend the Regulations by the circumstances giving rise to the amendment: change in legislation, business interest, changes related to the company). The Service Provider will publish the amendments on the website 11 (eleven) days before they enter into force - during which time the User is entitled to withdraw from the contract or terminate it. By using the Website, users agree that all regulations relating to the use of the Website will automatically apply to them.

3. GENERAL PROVISIONS

- 3.1. During registration, the Service Provider creates a user account for the User, which is identified by the e-mail address provided by the User as a unique identifier.
- 3.2. As a registered user, the User has the opportunity to access all the functions of the site. After registration, the User accesses his / her own administration

interface (profile, subscriptions, notifications, etc.), where he can upload his data and modify it.

- 3.3. The Service Provider reserves the right to refuse or delete the appearance of certain Users.
- 3.4. You may not post content on Driveral.com that is in violation of any law, good morals, or otherwise objectionable.
- 3.5. The Service Provider reserves all rights with regard to the website, any detail thereof and the content appearing on it, as well as the distribution of the website.
- 3.6. It is prohibited to download, electronically store, process and sell the content appearing on the website or any part thereof without the written consent of the Service Provider. Any material may be taken over from the website and its database, even with written consent, only with reference to that website.
- 3.7. In view of the fact that the content of the website may change independently of the Service Provider, unless otherwise provided by the applicable laws, the Service Provider shall not be liable for the accuracy and reliability of the content of the website.
- 3.8. The Service Provider is not responsible for the content created or published by third parties, which have been uploaded to the Service Provider's system by third parties (job advertisements, profile pictures, etc.) or to which the website refers.
- 3.9. The Service Provider is also not responsible for the websites to which the links placed by the Users, etc. show. Should any problems arise in connection with the links published in this way, the Service Provider excludes its liability in all respects and the fee for the ongoing service is fully due.
- 3.10. The Service Provider reserves the right to modify the content of the websites at any time or to terminate its accessibility in compliance with the provisions of these GTC. The Service Provider does not guarantee that access to the websites is smooth. The Service Provider shall not be liable for damages resulting from errors not attributable to the Service Provider, or from possible malfunctions exceeding the Service Provider's 99% annual availability commitment.

4. REGISTRATION

- 4.1. The user is obliged to provide his / her own real data during registration. The Service Provider excludes its liability if the User uses its services on behalf of another person with the data of another person.
- 4.2. The Service Provider shall not be liable for any problem or error that can be traced back to the data provided by the User incorrectly and / or inaccurately.

- 4.3. The Service Provider shall not be liable for any damages resulting from the User forgetting his / her password or becoming available to unauthorized persons for any reason not attributable to the Service Provider.

5. STEPS OF THE ELECTRONIC CONTRACT AND THE CONTENT OF IT

- 5.1. The User concludes the contract authorizing the use of the services of the website by filling in the electronic registration form electronically.
- 5.2. User registers on the website after registration. Then, after selecting the desired service, you will enter the information necessary for the conclusion of the contract.
- 5.3. After providing the data, the User confirms his order / use of the service.
- 5.4. Correction of data entry errors: The user can always correct the entered data during the use of the service.
- 5.5. The user will receive a confirmation of the use of the service by e-mail. If this confirmation is not received by the User within the expected time limit, depending on the nature of the service, but no later than within 48 hours from the sending of the User's request, the User is released from the obligation to make an offer or a contractual obligation. Confirmation of the service shall be deemed to have been received by the Service Provider or the User when it becomes available to him. The Service Provider excludes its responsibility for the confirmation if the confirmation does not arrive on time because the User provided an incorrect e-mail address during registration or is unable to receive a message due to the saturation of the storage space belonging to his account.
- 5.6. The contract is concluded from the day when the User has filled in the electronic registration form in full and accepted the provisions of the GTC, and the Service Provider has confirmed the service and activated it.
- 5.7. The Service Provider sends an e-mail to the User about the activation of the services, ie about the conclusion of the contract.
- 5.8. The User acknowledges that if he / she has provided false data on the electronic registration form or has not provided his / her own data, the contract is invalid. In case of invalidity, the User is obliged to pay the fee for the used services to the Service Provider and the Service Provider will not refund the amount already paid.
- 5.9. The Service Provider undertakes to provide the User with its Services on a continuous basis, if the User fulfills the conditions for the use of the services in accordance with the provisions of these GTC.

- 5.10. In order to activate the services, in the case of services subject to a fee, the fee must be received by the Service Provider. The Service Provider undertakes that its service will be operational for the User immediately upon receipt of the fee.
- 5.11. The User is obliged to pay a service fee to the Service Provider for the paid service.
- 5.12. Payment of the fee shall be deemed to have been made when it is fully credited to the account of the Service Provider. An additional condition for performance is that the payer must be the same as the customer on the Service Provider's account.
- 5.13. The Service Agreement is terminated as set forth in the Hungarian Civil Code.
- 5.14. A single breach of contractual obligations also constitutes a serious breach of contract. This in itself justifies the immediate termination of the contract by means of a reasoned (electronic) written statement addressed to the other party.
- 5.15. Upon termination of the contract, the contracting parties shall settle accounts with each other, Driveral.com shall simultaneously delete the User from his system or all data relating to the User from the part accessible to anyone on the website, in compliance with the data protection provisions.

6. RESPONSIBILITIES

- 6.1. The operation of Driveral.com as an intermediary service provider of the Service Provider, Ekrtv. in accordance with the provisions of The Service Provider shall not be liable in any way for any driver advertisements, invitations, offers and contracts concluded on Driveral.com, as well as for the failure to conclude any (employment) contract, or for the failure or termination of the service.
- 6.2. The Service Provider makes every effort to ensure the accuracy and completeness of the data provided by the Users on the Website, however, the Service Provider shall not be liable for any damages resulting from any inaccuracy or incompleteness of the data on the Website.
- 6.3. The User may rely on the materials available on the website at his own risk. The User acknowledges that it is also his own responsibility to monitor any changes to the materials and data on the website.
- 6.4. The Service Provider undertakes 99% availability for the operation of its web Services and the website. Parties exclude the Service Provider's liability for downtime and other anomalies beyond this error limit. Exceptions to this obligation are access and other operational tasks provided by another service provider. The Service Provider shall not be liable for any malfunctions or

access errors not attributable to the Service Provider or performed with the assistance of another Service Provider.

- 6.5. With the exceptions specified by law, the User is solely responsible for the legal purity of the content posted by the User on the website and for the use of the service.
- 6.6. The User is solely responsible for the content and display of job advertisements, profiles, offers and the reality of the information. The Service Provider excludes its liability for all damages and disadvantages, lost profits arising from the materials posted on Drival.com, including damages caused to third parties.
- 6.7. Furthermore, the Service Provider shall not be liable for any damages resulting from the use of the website, for any infringements, including intellectual property rights. In all cases, the Service Provider shall be liable only for the amount of the consideration for the ordered Service.
- 6.8. The Service Provider cannot undertake any guarantee for the effectiveness of the (job) advertisement and is not obliged to measure the effectiveness, therefore the User agrees that he / she cannot make a claim for damages on this basis.
- 6.9. The Service Provider does not intervene in legal disputes and transactions between the Users, in the event of any dispute, the User releases the Service Provider from all claims, claims and damages.
- 6.10. The employer User may save, store and resell the data on the website only with the prior written permission of the Service Provider. If an employing User violates this, he is obliged to pay a penalty to the Service Provider.

7. CONTENT RULES

- 7.1. If the content published or made available by the User on Drival.com is GTC or infringing, the Service Provider may remove the infringing content.
- 7.2. The content uploaded by the Users to Drival.com may be checked by the Service Provider (also in advance). You may remove uploaded content if it is illegal or does not meet the requirements set forth in these policies.
- 7.3. If a third party, authority or court makes a claim or initiates proceedings in connection with the content published or made available by the User on Drival.com, the User undertakes to reimburse all costs and damages incurred in connection with such claims or proceedings. It further undertakes to do everything that the Service Provider may legitimately expect, request and demand from it in order to regain the reputation of the Service Provider.

- 7.4. The User acknowledges that if his advertisement does not comply with the advertising conditions of Driveral.com or for any reason does not fit into the content of Driveral.com, Driveral.com may refuse the registrant's request for registration and appearance.
- 7.5. The User declares that all data provided by him to Driveral.com is true and assumes full and sole responsibility for its content.
- 7.6. The User is obliged to notify the Service Provider of the data related to the use of the service or the payment of fees within 5 (five) working days in the event of their change, and to change it on the website. In the event of failure to submit the data report or late performance, the Service Provider excludes the Service Provider's delay and is entitled to pass on the resulting additional costs to the User. The Service Provider does not undertake to provide the Service on an ongoing basis in the event of a billing delay due to failure to submit data or late performance.
- 7.7. It is the User's responsibility to provide the Internet access required to access the service and the necessary devices (hardware and software and their appropriate settings).
- 7.8. The Service Provider is entitled to control the public data traffic and reserves the right to terminate the contract with immediate effect in case of illegal use or in violation of the provisions of these GTC. However, the Service Provider's power of inspection does not release the User from liability for infringements arising from illegal use, which the User also bears against third parties only. The User is fully obliged to stand up for all claims against the Service Provider, which are enforced against the Service Provider by a third party in connection with the User's activities.

8. FEES FOR THE SERVICE, ORDER PROCESS

- 8.1. The service is completely free for drivers, but they can use extra services.
- 8.2. Employer Users may use the service for a fee.
- 8.3. The current tariff is available at <https://driveral.com/prices.php>
- 8.4. The User may pay the fees only using the payment methods provided by the website (transfer and credit card payment).

Barion payment method:

Online credit card payments are made through the Barion system. Credit card details will not be sent to the merchant. The service provider Barion Payment Zrt. Is an institution under the supervision of the Magyar Nemzeti Bank, its license number: H-EN-I-1064/2013.

- 8.5. Service availability:

- In case of card payment, if the transaction is successful, immediately,
 - in case of transfer after administrative opposition (within 24-72 hours).
- 8.6. The Service Provider is entitled to unilaterally change the service fees in January of each year in accordance with the inflation rate (rounded) published by the CSO for the previous calendar year without any prior notice.
- 8.7. As a general rule, the Service Provider issues an electronic invoice for its services (Számházz.hu).
- 8.8. The fee paid by the User shall not be refunded by the Service Provider, unless the provision of the fee-based Service is canceled for reasons attributable to Driveral.com or this is individually provided by the Parties.
- 8.9. Types of ads: Standard, Featured, and Premium.
- 8.10. Switch to a smaller package after each package expires and to a larger package during the subscription.
- 8.11. The number of gift advertisements received for a subscription may be used after the subscription expires.
- 8.12. In the case of advertisements, the minimum advertising time is 1 week. If the User finds the required driver during this time and cancels the advertisement, the Service Provider will not refund the paid advertising fee.
- 8.13. The optional highlighting, pre-ranking applies to 1 week, which is to be understood from the beginning of the advertisement, so in the advertisement sent for 1 week the User activates the highlighting on the third day, it does not extend the basic validity of the advertisement, he can only use the highlighting for 4 days, the unused opportunity is lost.

9. REFUSAL OF THE SERVICE

- 9.1. If the User displays content competing or otherwise infringing the business interests of the Service Provider to Driveral.com on the interfaces provided to him without the written consent of the Service Provider, the Service Provider is entitled to remove the content without prior notice to the User.
- 9.2. The Service Provider may refuse the Service even if it cannot be performed for technical reasons or violates any point of these GTC. The Service Provider suspends the publication of content that has already been published and that contravenes the provisions of the GTC.
- 9.3. If bankruptcy, liquidation or winding-up proceedings are initiated against the User, the Service Provider is entitled to refuse to provide another service.

- 9.4. Simultaneously with the refusal of the Service, the Service Provider is entitled to terminate all the User's contracts with immediate effect, provided that in the event of refusal to perform in accordance with this clause, the Service Provider shall not be liable for any damages or warranties.
- 9.5. Partial or complete suspension, termination of the Service or termination of the contract by the Service Provider for the above reasons does not release the User from paying the fee for the Services already used before the date of termination or termination or before and / or during the date of suspension. In such cases, the Service Provider is entitled to invoice the already performed services according to the tariff in accordance with the service provider's system and the spirit of the contract that may have been concluded.

10. RIGHT OF TERMINATION

Based on the 45/2014 of the European Parliament and the Council on the detailed rules of consumer and business contracts (II.26.), the User shall not be entitled to terminate the contract in accordance with the provisions of Article 29 (1) (a) and (m) of the Government Decree.

11. COMPLAINT HANDLING

- 11.1. The purpose of our site is to fulfill all the orders in good quality, for the satisfaction of the customer. If the customer has any complaint in connection of the contract or fulfillment of the contract, the complaint can be reported per telephone, e-mail or letter.
- 11.2. The Provider checks the claim immediately, and repair that. If the customer does not agree with the repair of the claim, or the check is not possible immediately, the Provider take a record immediately about the claim and the point of view. The customer get a copy as well.
- 11.3. The written claim will be answered in 30 days. In case of dismissal, the Provider give a reasoned statement. The Service Provider keeps the record and the copy of the record for 5 years and in case the Provider gives it for the control board.
- 11.4. We inform you, in case of the claim got declined, customers can apply for relief to the conciliatory proceeding with the following contacts:
- 11.5. In the case of a complaint the Customer may call for the consumer protection authority:
- 11.6. Based on the 45 / A Act. § (1) - (3) of the Consumer Protection law and the Statute 387/2016 on the designation of the consumer protection authority. (XII. 2.) the Government Office acts as a general consumer protection authority: <http://www.kormanyhivatal.hu/hu/elerhetosegek>

11.7. In the case of a complaint the Customer may call for the Reconciliation Board given below:

Bács-Kiskun Megyei Békéltető Testület
Címe: 6000 Kecskemét, Árpád krt. 4.
Telefonszáma: (76) 501-525, (76) 501-500
Fax száma: (76) 501-538
Név: Mátyus Mariann
E-mail cím: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület
Címe: 7625 Pécs, Majorossy Imre u. 36.
Levelezési címe: 7602 Pécs, Pf. 109.
Telefonszáma: (72) 507-154
Fax száma: (72) 507-152
Név: Dr. Bodnár József
E-mail cím: bekelteto@pbkik.hu;

Békés Megyei Békéltető Testület
Címe: 5601 Békéscsaba, Penza ltp. 5.
Telefonszáma: (66) 324-976, 446-354, 451-775
Fax száma: (66) 324-976
Név: Dr. Bagdi László
E-mail cím: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület
Címe: 3525 Miskolc, Szentpáli u. 1.
Telefonszáma: (46) 501-091, 501-870
Fax száma: (46) 501-099
Név: Dr. Tulipán Péter
E-mail cím: kalna.zsuzsa@bokik.hu;

Budapesti Békéltető Testület
Címe: 1016 Budapest, Krisztina krt. 99.
Telefonszáma: (1) 488-2131
Fax száma: (1) 488-2186
Név: Dr. Baranovszky György
E-mail cím: bekelteto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület
Címe: 6721 Szeged, Párizsi krt. 8-12.
Telefonszáma: (62) 554-250/118 mellék
Fax száma: (62) 426-149
Név: Dékány László, Jerney Zoltán
E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület
Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6.
Telefonszáma: (22) 510-310
Fax száma: (22) 510-312
Név: Kirst László
E-mail cím: fmkik@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető Testület
Címe: 9021 Győr, Szent István út 10/a.
Telefonszáma: (96) 520-202; 520-217
Fax száma: (96) 520-218
Név: Horváth László
E-mail cím: bekeltetotestulet@gysmkik.hu;

Hajdú-Bihar Megyei Békéltető Testület
Címe: 4025 Debrecen, Petőfi tér 10.

Telefonszáma: (52) 500-749
Fax száma: (52) 500-720
Név: Dr. Hajnal Zsolt
E-mail cím: info@hbkik.hu;

Heves Megyei Békéltető Testület
Címe: 3300 Eger, Faiskola út 15.
Levelezési címe: 3301 Eger, Pf. 440.
Telefonszáma: (36) 416-660/105 mellék
Fax száma: (36) 323-615
Név: Pintérné Dobó Tünde
E-mail cím: tunde@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető Testület
Címe: 5000 Szolnok, Verseggy park 8.
Telefonszáma: (56) 510-610
Fax száma: (56) 370-005
Név: Dr. Lajkóné dr. Vígh Judit
E-mail cím: kamara@jnszmkik.hu;

Komárom-Esztergom Megyei Békéltető Testület
Címe: 2800 Tatabánya, Fő tér 36.
Telefonszáma: (34) 513-010
Fax száma: (34) 316-259
Név: Dr. Rozsnyói György
E-mail cím: kemkik@kemkik.hu;

Nógrád Megyei Békéltető Testület
Címe: 3100 Salgótarján, Alkotmány út 9/a
Telefonszám: (32) 520-860
Fax száma: (32) 520-862
Név: Dr. Pongó Erik
E-mail cím: nkik@nkik.hu;

Pest Megyei Békéltető Testület
Címe: 1119 Budapest, Etele út 59-61. 2. em. 240.
Telefonszáma: (1)-269-0703
Fax száma: (1)-269-0703
Név: dr. Csanádi Károly
E-mail cím: pmbekelteto@pmkik.hu
Honlap cím: www.panaszrendezes.hu

Somogy Megyei Békéltető Testület
Címe: 7400 Kaposvár, Anna utca 6.
Telefonszáma: (82) 501-000
Fax száma: (82) 501-046
Név: Dr. Novák Ferenc
E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület
Címe: 4400 Nyíregyháza, Széchenyi u. 2.
Telefonszáma: (42) 311-544, (42) 420-180
Fax száma: (42) 311-750
Név: Görömbeiné dr. Balmaz Katalin
E-mail cím: bekelteto@szabkam.hu;

Tolna Megyei Békéltető Testület

Címe: 7100 Szekszárd, Arany J. u. 23-25.
Telefonszáma: (74) 411-661
Fax száma: (74) 411-456
Név: Mátyás Tibor
E-mail cím: kamara@tmkik.hu;

Vas Megyei Békéltető Testület
Címe: 9700 Szombathely, Honvéd tér 2.
Telefonszáma: (94) 312-356
Fax száma: (94) 316-936
Név: Dr. Kövesdi Zoltán
E-mail cím: pergel.bea@vmkik.hu

Veszprém Megyei Békéltető Testület
Címe: 8200 Veszprém, Budapest u. 3.
Telefonszáma: (88) 429-008
Fax száma: (88) 412-150
Név: Dr. Óvári László
E-mail cím: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület
Címe: 8900 Zalaegerszeg, Petőfi utca 24.
Telefonszáma: (92) 550-513
Fax száma: (92) 550-525
Név: dr. Koczka Csaba
E-mail cím: zmbekelteto@zmkik.hu

- 11.8. Reconciliation Boards take care of dispute of the consumers if it is not handled in judicial way. The aim of Reconciliation Boards is to make an agreement between the parties in order to settle the dispute of the consumers, but if it fails, they make a simple, effective and cost-effective decision to enforce the rights of the consumers. The Reconciliation Board gives advice at the request of the consumer or the Service Provider in connection with the rights of the consumer and the obligations of the consumer.
- 11.9. In case of online trading or cross-border dispute of consumers in connection with online service contracts, only the Reconciliation Board is assignee, which is working next to the Chamber commerce in Budapest.
- 11.10. If the Customer has complaint, she/he can use the Online Dispute Resolution. It only requires a registration in the system of the European Commission, [click here](#). Then, after a log in, the customer can remonstrate via the online website: <http://ec.europa.eu/odr>
- 11.11. In the procedure of the Reconciliation Board the Service Provider has mutual assistance obligation. Because of that the Service Provider needs to send answer to the Reconciliation Board and needs to have a person who is entitled to make an agreement on the audition. If the headquarter of the company is not registered in the county known by the chamber which is operating the regional reconciliation board, the obligation of the company in the co-operation is to offer the possibility of the written agreement based on the demands of the consumer.
- 11.12. If the consumer does not turn to a conciliation body or the procedure has failed, the consumer has the right to apply to a court to settle the dispute. The lawsuit must be instituted by means of a claim form, containing the following information:
- the court seised;
 - the names, residence and litigation of the parties and representatives of the parties;
 - the right to be enforced by presenting the facts on which it is based and the evidence of it;
 - the data from which the jurisdiction and jurisdiction of the court can be established;
 - a firm request for a court decision.

The application must be accompanied by the document or a copy of the document to which it refers as evidence.

12. PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage:

<https://driveral.com/adatvedelem>

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Service Provider reserves all rights on Driveral.com, any detail thereof and the content appearing on it, as well as the distribution of the website.
- 13.2. Once Driveral.com is a copyrighted work, it is prohibited to download (duplicate), otherwise use, electronically store, process or sell the content or any part thereof on the Driveral.com website without the written consent of the Service Provider.
- 13.3. Any material may be taken from Driveral.com and its database only with written consent, with reference to the website.
- 13.4. The Service Provider reserves all rights to all elements of its service, its domain names, the secondary domain names formed with them and the Internet advertising space.
- 13.5. Under no circumstances may the use of the services result in the source code being decrypted, reverted or in any other way infringed by the Service Provider's intellectual property rights.
- 13.6. It is also forbidden to adapt or decompile the content or parts of Driveral.com; unfair use of user IDs; use any application that modifies or indexes on Driveral.com or any part thereof (e.g., a search engine robot or any other decryptor).
- 13.7. The Service Provider declares that it will use the uploaded copyright works only for the performance of the service, to the extent and for the time available. The Service Provider deletes the uploaded files from its storage location by fulfilling the order, ie after handing over the printed materials.
- 13.8. The name Driveral.com is protected by copyright, its use, except for the reference, is possible only with the written consent of the Service Provider.
- 13.9. The User acknowledges that in case of use without a license, the Service Provider is entitled to a penalty. The amount of the penalty is HUF 70,000 gross per image and HUF 20,000 gross per word. The user acknowledges that this penalty clause is not excessive and browses the site aware of this. In the event of a copyright infringement, the Service Provider uses a notarized fact certificate, the amount of which is also passed on to the infringing user.

14. Other provisions

- 14.1. The Service Provider shall be entitled to use a contributor to fulfill its obligation. He is fully responsible for his unlawful conduct as if he had committed the unlawful conduct himself.
- 14.2. The invalidity, illegality or unenforceability of any part of these Rules shall not affect the validity, legality or enforceability of the remaining parts.
- 14.3. Failure by the Service Provider to exercise its right under this Policy shall not be deemed a waiver of such right. The waiver of any right is subject to express written notice to that effect. The fact that the Service Provider does not strictly adhere to one of the material terms or conditions of the Code once does not mean that it waives any further obligation to adhere to that particular condition or clause.
- 14.4. The Service Provider and the User shall try to resolve their disputes amicably.
- 14.5. The Parties confirm that the Service Provider's website operates in Hungary and is maintained here. Because the site is accessible from other countries, users expressly acknowledge that the applicable law between the user and the Service Provider is **Hungarian law**. If the user is a consumer, Pp. Pursuant to Article 26 (1), the court of the defendant's (domicile) domicile has exclusive jurisdiction over the consumer in disputes arising from this contract.
- 14.6. The Service Provider shall not apply different general conditions of access to the services on its website for reasons related to the User's nationality, residence or place of establishment.
- 14.7. The Service Provider shall not, with respect to the payment methods it accepts, apply different conditions to the payment transaction in relation to the nationality, residence or place of residence of the User, the location of the payment account, the place of establishment of the payment service provider or the place of because of reasons.
- 14.8. The Service Provider shall be responsible for dealing with unreasonable territorial content restrictions and other forms of discrimination within the internal market based on the nationality, domicile or place of residence of the buyer, as well as the REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL amending Directive / 22 / EC.

Budapest, 2020. July 01.