

General Terms and Conditions for the use of services provided by SaveByService

I. GENERAL PROVISIONS

- 1.1. Present General Terms and Services (GTC) set out the rights and obligations of individuals (hereinafter referred to as **Customer**) using electronic services on the website www.savebyservice.com (hereinafter referred to as **Website**) operated by SaveByService (hereinafter referred to as **SbyS**), and that of **SbyS** as the service provider.
- 1.2. Through the **SbyS** Website, the **Customer** may search for service companies and services provided by service companies in Hungary (hereinafter referred to as the **Service Companies**). SbyS conducts a search on the Hungarian market and among its existing partner companies, and requests an indicative quote from the selected Hungarian service company (hereinafter: **Indicative quote**) which it conveys to the Customer. SbyS also makes available on its Website useful information about Hungary, Hungarian industry services and, in case of foreign Customers, about travelling to Hungary.
- 1.3. The contract concluded under this present document shall be concluded in electronic form for a definite term, which shall last until the performance of the service by SbyS; it shall constitute a written contract, prepared in Hungarian and English, and it shall not refer to any code of conduct.
- 1.4. The present GTC and the Indicative quote, and their confirmation together shall constitute the written contract. The Customer agrees that all communications with SbyS shall be made electronically through the e-mail address specified on the SbyS Website (hereinafter: **Platform**). Unless otherwise agreed by the Parties, no paper documentation shall be issued.
- 1.5. In case of any questions regarding the operation of the Website, the ordering process or guarantees, please contact us at the contact details provided.

II. SCOPE

- 2.1. The present GTC shall apply to legal relationships established through the SbyS Website.
- 2.2. By using the Website, the Customer agrees that all rules relating to the use of the Website shall automatically apply to the Customer. By using the Website or by accessing its contents in any way, the Customers acknowledge that they shall be bound by the provisions of the present GTC. If the Customer does not accept the provisions of these GTC, the Customer shall not be entitled to view the content of the Website.
- 2.3. Specific, individual terms and conditions shall not form part of the disclosed GTC, but this shall not preclude the conclusion of separate agreements.
- 2.4. The present GTC shall apply to all electronic services provided in Hungary through the Website and to all transactions in Hungary between the Parties defined in these GTC as described in the contract.

- 2.5. Anyone may browse the Website freely, without any obligations and free of charge, and may use the services of the Website, provided that they have accessed the information on the Website and have accepted the provisions of the present GTC.

III. THE SERVICE PROVIDER/SBYS

Name of the Service Provider: SbySEurope Kft.

The registered office of the Service Provider (and also the place where complaints shall be handled): 1146 Budapest, Szitakötő utca 1. fszt. 2.

Registration number of the Service Provider: 01-09-394501

Tax registration number of the Service Provider: 27553532-1-42

The electronic contact details of the Service Provider, the address of the electronic mail regularly used by the Service Provider for communication with its customers: info@savebyservice.com

The Service Provider's telephone number is +3617920140 (available on working days in Hungary, between 9am and 5pm)

IV. PROCESS AND CONTENT OF SBYS SERVICES

- 4.1. Customer's choice of industry: on the Website Customers can choose the industry in which they wish to use services in Hungary. The Customer may select the following industries: dentistry, veterinary services, information technology services. SbyS reserves the right to expand the list of eligible industries, so the list is not exhaustive.
- 4.2. User registration for SbyS services:
By filling in the online registration form, the users accept that by registering they express the intention to use SbyS services and validate their e-mail address.
- 4.2.1. No person under 18 years may register for the services.
- 4.2.2. Registering for the services is only possible with an e-mail address that is not assigned to a previously registered customer.
- 4.2.3. The Customers shall submit their request for services electronically via the website to SbyS, specifying their request in accordance with these GTC.
- 4.2.4. By clicking on the submit registration button, Customer agrees to accept the GTC and the Privacy Policy and accepts to be bound by them.
- 4.3. The Customer shall be required to provide the following information during the registration process - the mandatory and optional information may vary and is fully listed below:
- 4.3.1. For dentistry:
- 1.Name
 - 2.E-mail address
 - 3.Telephone number
 - 4.Patient's age
 - 5.Patient's gender
 - 6.What problem the Customer is seeking to solve
 - 7.Short description of the request
 - 8.Panorama x-ray image/video file or link and previous diagnosis
 - 9.CT scans/video file or link and previous diagnosis
 - 10.Intra oral photo of the patient's mouth/video file or link

11. Other illnesses that may affect the treatment (e.g. the taking of blood thinners, other medicines, etc.)
12. When can Customer start the treatment (specifying time interval)
13. Other comments
- 4.3.2. For veterinary services:
 1. Name
 2. E-mail address
 3. Telephone number
 4. Age of pet
 5. Gender of pet
 6. Type of pet
 7. What problem the Customer is seeking to solve
 8. Short description of the request
 9. All medical records associated with the particular established clinical picture
 10. X-ray images/video file or link and previous diagnosis
 11. CT scans/video file or link and previous diagnosis
 12. MRI scans/video file or link and previous diagnosis
 13. Results of up-to-date laboratory tests
 14. In the case of ophthalmology, image/video file or link of the pet's eye
 15. In the case of a limping animal, video of the pet's moving, image/video file or link
 16. Other illnesses that may affect the treatment (e.g. allergies, drug intolerance)
 17. When can the Customer start the treatment (specifying time interval)
 18. Other comments
- 4.3.3. For IT services:
 1. Name/Company name
 2. E-mail address
 3. Telephone number
 4. What problem the Customer is seeking to solve
 5. Short description of the request
 6. Other comments
- 4.4. The registration shall be complete with the Customer sending the online registration form to SbyS. A confirmation e-mail shall be sent to the Customer's e-mail address upon successful registration.
- 4.5. If you have provided incorrect contact details, your order will be cancelled.
- 4.6. Search service by SbyS for the given industry, Request for an Indicative quote
 - 4.6.1. The registration data provided by the Customer shall be entered into ERP system of SbyS, on the basis of which SbyS shall conduct a search for Service Companies, check for available capacity (hereinafter: **Available Capacity**) and request an Indicative quote for the service requested by the Customer. In this context, SbyS shall send the Customer's non-identifiable data to the Service Company.
 - 4.6.2. SbyS reserves the right to carry out a search in general within the Hungarian market in the course of its standard search processes if it is unable to recommend a service company from among the Service Company Partners. In this case, a new partner company from the market may be involved, which company must meet the criteria expected in the selection process.

- 4.6.3. SbyS shall recommend to the Customer the industry operator who, on the basis of the information provided, - and in particular the specific service to be provided by the industry operator and the expected time of provision of this service - has the Available Capacity to provide the service in the timeframe specified by the Customer and has professional references or specific expertise in the field.
- 4.6.4. SbyS declares that its service shall not include the competitive tendering and price comparison of service companies in the Hungarian market; the main criteria for selection shall be:
 - 4.6.4.1. availability of capacity
 - 4.6.4.2. appropriate references and expertise
 - 4.6.4.3. where specific expertise is required, the existence of such
 - 4.6.4.4. a license to operate in the relevant industry and profession
 - 4.6.4.5. liability insurance for the activity
- 4.7. The Indicative quote sent to the Customer
 - 4.7.1. The Indicative quote shall be sent by SbyS to the Customer's e-mail address without the details and contact information of the Service Company.
 - 4.7.2. The indicative price of the industry service company for the service in question together with the service fee for SbyS shall be indicated in the Indicative quote.
 - 4.7.3. The SbyS service fee shall not be part of the Indicative quote, it shall be a clearly separate item and shall be sent to the Customer as such.
- 4.8. Payment of the SbyS service fee by the Customer: by accepting the Indicative quote, the Customer shall express its wish to order the service of the Hungarian industry, but acceptance of the offer shall not constitute the conclusion of a contract with the Service Company.
 - 4.8.1. The Indicative quote shall be accepted by the Customer by paying the SbyS service fee at the link sent by e-mail, and the contract between the Customer and SbyS shall be concluded by the payment of the service fee.
 - 4.8.2. The link sent will point to the online credit card payment sub-page of the Website, where simultaneously with making the payment, the Customer can select and book one of the service dates indicated by the Service Company in the Indicative quote.
- 4.9. Sending the Service Company's details to the Customer: following the payment of SbyS service fee by the Customer, SbyS shall send the Service Company's details to the Customer's e-mail address and the Customer's contact details to the Service Company.
- 4.10. Online consultation with the Service Company: following the payment of the SbyS fee, the Customer shall have the possibility provided by SbyS to book an appointment for an online consultation with the Service Company. The online consultation may be subject to a fee paid by the Customer.
- 4.11. Customer's trip to Hungary and use of the industry service: with the exception of the online consultation and IT services, the Customer shall be able to use the services of the Hungarian service company in Hungary. The Customer acknowledges that for the purpose of the use of services it shall be required to travel to Hungary.
- 4.12. Repeated use of the service: if the Customer wishes to use the service once more, either with the same, similar or different content, the Customer can indicate this by sending an e-mail or by visiting the SbyS's website through the Platform.

- 4.13. SbyS informs the Customer that it has business relations with companies providing accommodation services (hereinafter referred to as "Hotel"), so concurrently with sending the Indicative quote to the Customer, SbyS shall send a link in the confirmation e-mail, where the Customer may find a list and contact details of the Hotels cooperating with SbyS. SbyS informs the Customer that following the payment of the SbyS service fee, if Customer chooses one of these hotels and enters the code "SAVEBYSERVICE" in the comment field of the reservation, the Customer shall be entitled to a 5% discount on the service chosen. The Customer acknowledges that SbyS shall be entitled to a commission on the bookings made with the Hotels, and the Customer undertakes to provide SbyS with the booking details of its accommodation upon request, to allow SbyS the verification of its commission.

V. INDICATIVE QUOTE

- 5.1. The Service Company shall provide an Indicative quote to the Customer via SbyS.
- 5.2. The Indicative quote shall include
- 5.2.1. the unit prices of the Service Company's service for the specific service provided by the Service Company on the basis of the Customer's requirements, and the unit prices of other services available from the Service Company;
 - 5.2.2. at least 3 available dates suitable for the service;
 - 5.2.3. any other data or information relevant for the use of the service.
- 5.3. The Customer acknowledges that the Service Company may not deviate from the individual service prices specified in the Indicative quote within the given time limit, however, the service fee payable to the specific Hungarian service company, i.e. the final amount, shall depend on the consultation with the Service Company and, in the case of health services, on the first examination performed in Hungary. The Service Company shall be entitled to deviate from the price quote only in the event that additional work or a need for a different service arises during the individual, direct assessment of the need, but even in this case, the Service Company shall be obligated to determine the price in accordance with the previously determined unit prices.
- 5.4. The Customer acknowledges that SbyS shall be entitled to a service fee paid by the Customer, calculated from the fees of the Service Companies, which SbyS shall charge based on the Hungarian service company's Indicative quote.
- 5.5. The Contract for Services shall be concluded between the Customer and the Service Company, and the actual and final service fee shall be subject to the exclusive agreement between the Customer and the Service Company.
- 5.6. The Customer acknowledges that SbyS shall not be obligated to provide the Customer with all the Indicative quotes requested from the Service Companies, but shall have individual discretion in this respect and shall provide the Indicative quote(s) deemed most favorable to the Customer, according to its choice. The Customer shall have no right of objection in this respect.

VI. SBYS SERVICE FEE:

- 6.1. Visiting the Website and registering for services is free of charge.
- 6.2. SbyS undertakes to, following the Customer's registration, search for Service Companies, check their Capacity and request an Indicative quote from them.

- 6.3. If the Customer accepts the Indicative quote from a Hungarian service company sent by e-mail as part of the SbyS service and as a result of its search, and pays the SbyS service fee, SbyS shall send the Customer the details of the Service Company by e-mail.
- 6.4. SbyS shall act as a liaison to assist the Customer in communicating with the Hungarian service company until and following the use of the Hungarian service.
- 6.5. SbyS shall also provide the Customer with useful information about Hungary, the Hungarian service industry, travelling to Hungary and accommodation information.
- 6.6. If the Customer fails to accept the Indicative quote from a Hungarian service company sent by e-mail and fails to pay the SbyS service fee, then SbyS shall not send the Customer the details of the Service Company. In this case SbyS shall not charge the Customer for any fees.
- 6.7. The Customer acknowledges that the SbyS service fee shall not be refundable to the Customer, even if for any reason the Customer fails to use the services of the Service Company. Following the payment of the fee, the Customer shall have no right of cancellation or termination towards SbyS, but is shall not be obligated to use the Service Company's service. If the Hungarian service of the booked appointment frustrates, SbyS shall arrange a new appointment for the Customer or find another Service Company. SbyS cannot guarantee that it will be able to secure an offer from another Service Company at the price quoted by the original Service Company that has given the cancelled appointment. If the price of the Service is higher, SbyS shall not charge the Customer for the difference. If, within three months, for reasons specific to the Customer, the cancelled appointment has not been rescheduled, the Customer shall lose the right to use the fees paid. The Parties shall consider it a reason specific to the Customer if the Customer had 3 quotes provided with appointment dates, but the Customer failed to accept either of them.
- 6.8. SbyS fees: The fee to be paid by the Customer, calculated from the Indicative fee of the Service Company, shall be 9% thereof, but not less than 99 Euros.
SbyS may offer individual discounts on the fees to Customers.
- 6.9. Fees of the Hungarian Service Companies: The Service fee payable to the Service Company shall be paid by the Customer directly to the Service Company after the service has been used, or on the basis of an individual schedule and agreement with the Hungarian service company.
- 6.10. SbyS shall not assume liability for the agreement between the Customer and the Service Company, or for the settlement and payment of fees in connection with the services.

VII. LIABILITY

- 7.1. The Customer shall use the Website at its own risk. SbyS shall exclude all liability for the operation of the Website, except of course in cases provided for by law (damages caused intentionally or resulting from injury to life, physical integrity or health). If SbyS's liability is limited or excluded, this shall also apply to its employees, legal representatives and fulfillment partners.
- 7.2. The Customer shall be obligated to use the Website responsibly and only in accordance with its intended purpose. The Customer shall be obligated to report to SbyS any misuse that it discovers without delay.

- 7.3. The Customer acknowledges that in order to use the Website, it is necessary to have access to the Internet (mobile network or Wi-Fi connection), without which the Website cannot be used. The Customer acknowledges that Internet data traffic may incur costs, any costs related to the Internet shall be borne entirely by the Customer and SbyS shall have no liability in connection therewith.
- 7.4. The Customer acknowledges that the Website is a website providing search services, therefore SbyS shall not provide the service itself that the Customer is looking for and it recommends to the Customer. Thus, SbyS shall exclude any liability for damages caused to the Customer by the Service Companies.
- 7.5. The Customer acknowledges that SbyS shall use its best efforts to find a Service Company with the appropriate expertise and service capacity for the Customer, but SbyS shall exclude all liability in connection with the services provided by the Hungarian Service Companies.
- 7.6. The service fee payable to the Service Company shall be paid by the Customer directly to the Hungarian Service Company after the service has been used, or on the basis of an individual schedule and agreement with the service company. SbyS shall not assume liability for the agreement between the Customer and the Service Company, for the settlement and payment of fees in connection with the services.
- 7.7. The Customer acknowledges that the website is offering its service to individuals who are not seeking a solution to an urgent or acute health or other problem, but to those who have already been diagnosed with an illness and are seeking a more cost-effective solution to the cure.
- 7.8. SbyS shall not be liable for any indirect or consequential damages (including any indirect damage, loss, loss of profit, including force majeure and loss of data), in particular damages resulting from the service provided by the Service Company to the Customer of SbyS.
- 7.9. SbyS has made all reasonable efforts to ensure that all information on the Website is accurate at the time of uploading. However, SbyS shall assume no liabilities or warrant, expressly or implicitly, about the information provided through the Website and shall reserve the right to make changes and corrections, or to discontinue, in whole or in part, the Website or the information provided on the Website at any time without notice.
- 7.10. SbyS shall not be liable for any inaccuracies or omissions on the Website. The quotes shall not be legally binding and do not constitute any form of obligation for SbyS. Any decision based on the information on the Website shall be the Customer's own responsibility.
- 7.11. SbyS shall not be liable for any loss or damage of any kind arising from access to, or failure to access to the Website or the use of any information contained therein.
- 7.12. SbyS shall not be liable for any content created, transmitted, stored, made available or published by third parties to which the SbyS Website is linked or referred to.
- 7.13. SbyS shall not warrant that access to the Website will be uninterrupted or error-free. SbyS shall not be liable for any damages, losses, costs arising from the use, inability to use, malfunction, failure or the alteration of the data on the Website by unauthorized person, or resulting from transmission delays, computer viruses, line or system failures or other similar causes.

VIII. DATA PROTECTION

- 8.1. The Customer can find information on the Website and in the Privacy Policy on the SbyS Website.
- 8.2. By registering for the service, the Customer acknowledges and consents to the above Privacy Policy.
- 8.3. Customer, SbyS and the Service Company declare that they are familiar with and shall comply with the EU Regulation 2016/679 (April 27, 2016) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as the "General Data Protection Regulation") and the provisions of the applicable Hungarian legislation, in particular the Act CXII of 2011 on the right of informational self-determination and the freedom of information (Privacy Act), Act XLVIII of 2008 on the basic requirements and certain restrictions of commercial advertising and the Act V of 2013 on the Civil Code.
- 8.4. The personal data of the contact persons shall be processed in accordance with Article 6 (1) (b) and (f) of the GDPR Regulation solely for the purpose of the performance of the contract, in the interest of their contractual partner, and the Parties shall use such data only in connection with this purpose to the extent and for the duration necessary for that purpose. The Parties undertake to comply with the data protection provisions in force at the time of processing and transferring personal data, and to ensure the right of information self-determination of the persons concerned in accordance with the data protection legislation in force at the time.
- 8.5. All communication and data exchange on the SbyS Platform shall be in compliance with the GDPR regulation. If the amount of data to be uploaded by the Customer exceeds the limit of 5 MB, the Customer can send these documents to the email address info@savebyservice.com by using the file transfer services: www.ipswitch.com or www.goanywhere.com/or upload them as compressed documents to the Platform. The said file transfer services are GDPR compliant. In case the Customer chooses another service, SbyS excludes its liability for the GDPR compliance of the data security standards of the services and for any resulting damage. Furthermore, the SbyS shall not be liable for any incomplete or incorrectly sent/uploaded information or for the loss of such information when using these file transfer services.

IX. CONFIDENTIALITY

- 9.1. Parties shall be obligated to treat as trade secrets all information, including all facts, data, circumstances, rights and obligations contained in these GTC, acquired or otherwise obtained in connection with this legal relationship and relating to the other Party or its activities, and the Parties shall be obligated to keep them confidential and shall not use them for any purpose other than that specified in these GTC, nor disclose them to any unauthorized person. Violation of this obligation shall constitute a material breach of contract. In the event of a breach of confidentiality, the Party acting unlawfully shall be liable to compensate the other Party for any damages caused.
- 9.2. Parties shall be under the obligation of complete confidentiality with respect to any information obtained in the course of or in connection with the performance of these

GTC, which obligation shall survive the termination of the legal relationship governed by these GTC and only the other Party may grant exemption thereof. An exception to the obligation of confidentiality is the disclosure of facts, information, solutions or data the disclosure of which is based on a legal requirement or an official obligation emanating from a public authority.

- 9.3. The Parties warrant that their employees and any other person who may have had access to such information or documents for necessary and reasonable reasons shall comply with the same obligations of confidentiality as the Parties. The Party violating the confidentiality obligation shall be obligated to compensate the other Party for any resulting damages.
- 9.4. SbyS, the Customer and the Service Company shall be obligated to refrain from any conduct that would damage the reputation of the other Party, both during and after the termination of this legal relationship, in accordance with the general rules of civil law. In particular, it shall be deemed a violation of reputation if a Party alleges or spreads untrue facts or misrepresents a true fact concerning the other Party and by this insulting the other Party. The Parties acknowledge that if the reputation of the other Party is infringed through actionable conduct, the injured Party may, in addition to the legal sanctions independent of culpability, claim damages for non-material damage suffered, or, if it suffers material damage as a result of the defamation, the injured Party may claim compensation for its damages in accordance with the rules of liability for unlawful damage.

X. COMPLAINTS

- 10.1. We aim to deliver all orders to the highest quality and to the complete satisfaction of our Customers. If the Customer still has a complaint, this may be communicated by e-mail or by postal mail using the contact details in point XI.
- 10.2. SbyS shall assess the complaint within 30 days and remedy the situation as necessary. If your complaint is rejected, you can submit your complaint to an official authority or conciliation body as follows:
 - 10.2.1. Consumers can contact the consumer protection authority for any consumer protection issues. The consumer protection authority acts on request or on its own initiative to investigate the market conduct of a business entity from a consumer protection perspective. Pursuant to Government Decree 387/2016 (XII.2.) on the designation of the consumer protection authority, the district office or the district office of the county seat shall act in first instance in administrative authority matters, and Pest County Government Office shall act in second instance in matters of national jurisdiction. The contact details of the district office can be found here <https://jarasinfo.gov.hu/>
 - 10.2.2. However, the consumer's individual case shall be resolved by the conciliation body, i.e. the consumer protection authority refers the applicant's case to the conciliation body. The task of the conciliation body is to attempt to reach a settlement between the Parties to resolve the consumer dispute and, if this is unsuccessful, to decide on the case in order to ensure the quick, simple, effective and inexpensive enforcement of consumer rights. SbyS shall be obligated to cooperate in the conciliation procedure, by sending its response to the

conciliation body and by ensuring the participation of a person authorized to negotiate a settlement at the hearing.

XI. CONTACT INFORMATION

11.1. Any statement, message, notification, information in connection with these GTC shall be made by the Parties primarily electronically, to the e-mail address indicated on the Website.

11.1.1. Representations, notifications and information sent by e-mail shall only be valid if the recipient has acknowledged receipt or the sender can credibly prove that the recipient has become aware of the content of the notification or information.

11.1.2. All notices or documents sent by either Party to the other Party by post in connection with this legal relationship shall be deemed to have been delivered

11.1.2.1. if it is sent by registered mail with return receipt, on the day indicated on the acknowledgement of receipt or on the day of the attempted delivery if the addressee refused to accept it, or, in the case of unsuccessful delivery, on the fifth (5th) working day following the day on which the attempted delivery was made, if the delivery was unsuccessful because the addressee did not accept the document (it was returned with "unclaimed" or with a similar indication),

11.1.2.2. if the notification was sent by courier or parcel service and the courier or parcel service keeps a record of the mail delivered, on the date shown in the record,

11.1.2.3. if delivered in person, on the date indicated on the acknowledgement of receipt signed by the addressee.

XII. TERMINATION OF CONTRACT

12.1. The Customer shall terminate its service contract concluded with SbyS by not accepting the Indicative quote in the e-mail sent by SbyS, and by not paying the SbyS service fee.

12.2. SbyS may terminate the contract if it is unable to find a Service Company with the appropriate expertise, references and Available capacity on the Hungarian market based on the information provided by the Customer. In this case, the Customer shall be informed of the above facts by e-mail in which SbyS shall terminate the contract between them.

XIII. MISCELLANEOUS PROVISIONS

13.1. The invalidity of any provision of these GTC shall not affect the validity of the remaining provisions of the contract and the GTC, so that if any provision of these GTC is invalid, the remaining provisions of the contract shall remain in full force and effect and the invalid provision shall be replaced by the applicable valid provision.

13.2. In all matters not regulated in this contract, the provisions of Act V of 2013 on the Civil Code, Act CVIII of 2001 on certain issues of electronic commerce and information society, and Government Decree 45/2014 (26.II.) on the detailed rules governing

contracts concluded between consumers and businesses shall apply. The mandatory provisions of the applicable legislation shall apply to the Parties without specific stipulation.

- 13.3. The provisions of these GTC may be modified unilaterally by SbyS within the limits of the applicable legislation. Any modification to the GTC shall be effective from the date of publication on the SbyS website.