



TERMS & CONDITIONS

Welcome to the ChainyAcc website (defined below). By using it, you are agreeing to these Terms and Conditions (defined below). Please read them carefully. If you have any questions, contact us.

These Terms and Conditions were last updated on 10. March 2023.

ACCEPTANCE OF TERMS OF USE

ChainyAcc Kft. (registered seat: Hungary, 4025 Debrecen, Simonffy utca 4-6. Fsz. 41. ajtó; registration number: 01-09-400503) (“**ChainyAcc**” “**we**” or “**us**” or “**our**”) owns and operates the ChainyAcc website, [www.chainyacc.com], as well as the mobile and touch versions and any sites we have now or in the future that reference these Terms and Conditions (collectively, “**Website**”).

By (a) using the Website and/or ChainyAcc’ services through the Website, (b) signing up for an account and/or (c) completing a purchase on the Website, you agree to these Terms and Conditions (defined below). The term “using” also includes any person or entity that accesses or uses the Website with crawlers, robots, data mining, or extraction tools or any other functionality.

Your use of the Website and Services (as defined below) is subject to all additional terms, policies, rules, and guidelines applicable to the Website and the certain features and functions of the Website that we may post on or link to the Website, and all such additional documents and processes are incorporated by this reference into, and made a part of, these Terms and Conditions, especially, but not limited to the methods and processes defined and made available by the features and functions of the Website. By accepting these Terms and Conditions or by using the Website, you accept all the aforementioned additional policies, terms, rules, documents and features.

You also agree to acknowledge that you will regularly visit these Terms and Conditions (defined below) to familiarize yourself with any updates.

These terms and conditions, and any other terms contained herein or incorporated herein by reference, are collectively referred to as the “**Terms and Conditions**”.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, IMMEDIATELY STOP USING THE WEBSITE AND DO NOT USE ANY SERVICE.

PLEASE REVIEW THE FOLLOWING SECTIONS OF THESE TERMS AND CONDITIONS CAREFULLY, WHICH MAY DIFFER FROM THE COMMON CONTRACTUAL PRACTICE: (A) DISCLAIMER OF WARRANTY (SECTION 10), (B) LIMITATION OF LIABILITY (SECTION 11), (C) INDEMNIFICATION/RELEASE (SECTION 14) AND (D) DISPUTE RESOLUTION (SECTION 19).

1. About the Website

The Website is presenting, summarizing and promoting ChainyAcc' activity, media appearances, business model and the services offered and/or provided by ChainyAcc to business and retail clients.

All the services available on the Website (collectively: **"Services"**) and every further features, functions and services made available on the Website shall be the subject to these Terms and Conditions.

2. Ownership of the Website

The Website, any content on the Website, and the infrastructure used to provide the Website are proprietary to ChainyAcc, except expressly prescribed otherwise in these Terms and Conditions. By using the Website and accepting these Terms and Conditions: (a) ChainyAcc grants you a limited, personal, non-transferable, nonexclusive, revocable license to use the Website pursuant to these Terms and Conditions and to any additional terms and policies set forth by ChainyAcc; and (b) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell, or re-sell any content, software, products, or services obtained from or through the Website without the express written permission of ChainyAcc.

3. Use of the Website

As a condition of your use of the Website, you agree that:

- You have reached the age of majority in the state or province in which you reside;
- You are able to create a binding legal obligation;
- You are not barred from receiving products or services under applicable law;
- You will not attempt to use the Website with crawlers, robots, data mining, or extraction tools or any other functionality;
- Your use of the Website will at all times comply with these Terms and Conditions;
- You will only make legitimate purchases that comply with the above and the respective offers;
- You will only make purchases on the Website for your own use and enjoyment or as a gift for another person but not for commercial purposes;
- You have the right to provide any and all information you submit to the Website, and all such information is accurate, true, current, and complete;
- You will update and correct information you have submitted to the Website, including all account information, and ensure that it is accurate at all times (out-of-date information might invalidate your account); and

4. Access to the Website

ChainyAcc retains the right, at our sole discretion, to deny Service or use of the Website or an account to anyone at any time and for any reason. While we use reasonable efforts to keep the Website and your account accessible, the Website and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions in service or events, Website access, or access to your account due to circumstances both within our control (e.g., routine maintenance) and outside of our control.

5. Modification

We reserve the right at all times to discontinue or modify any part of these Terms and Conditions and/or any features available on the Website in our sole discretion, to ensure that these Terms and Conditions and the features available on the Website always comply with our current business strategy and the applicable law. If we make changes in these Terms and Conditions, we will post notice of the change on the Website. Any changes to these Terms and Conditions will be effective upon our posting of the notice, provided that these changes will be prospective only and not retroactive. However, if we make change in a feature available on the Website, we will not and we will not be obliged to send you a notification in advance: such changes in the features will take effect immediately. If you do not agree to the aforementioned changes, you may close your account and you should not use the Website or any Services offered through the Website after the effective date of the changes. We suggest that you revisit our Terms and Conditions regularly to ensure that you stay informed of any changes. You agree that posting notice of any changes on the Website is adequate notice to advise you of these changes, and that your continued use of the Website or our services will constitute acceptance of these changes and the Terms and Conditions as modified.

6. Your Conduct

All interactions on the Website must comply with these Terms and Conditions. To the extent your conduct, in our sole discretion, restricts or inhibits any other user from using or enjoying any part of the Website, we may limit or terminate your privileges on the Website and seek other remedies, including, without limitation, cancellation of your account or forfeiture of any forms of unredeemed value in your account.

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and gifts, and except as specifically permitted by us in these Terms and Conditions or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever.

The following activities are prohibited on the Website and constitute violations of these Terms and Conditions:

- Submitting any content to the Website that:
 - Violates applicable laws (including, without limitation, intellectual property laws, laws relating to rights of privacy and rights of publicity, and laws related to defamation);
 - Contains personal information, except when we expressly ask you to provide such information;
 - Contains viruses or malware;
 - Offers unauthorized downloads of any copyrighted, confidential, or private information;
 - Has the effect of impersonating others;
 - Contains messages by non-spokesperson employees of ChainyAcc purporting to speak on behalf of ChainyAcc or provides confidential information concerning ChainyAcc;
 - Contains chain letters of any kind;

- o Is purposely inaccurate, commits fraud, or falsifies information in connection with your ChainyAcc account or to create multiple ChainyAcc accounts; or
- o Is protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.
- Attempting to do or actually doing any of the following:
 - o Accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
 - o Scanning or monitoring the Website for data gathering purposes in an effort to track sales, usage, aggregate offering information, pricing information, or similar data;
 - o Scanning or testing the security or configuration of the Website or breaching security or authentication measures; or
 - o Interfering with Service to any user in any manner, including, without limitation, by means of submitting a virus to the Website or attempting to overload, “flood,” “spam,” “mail bomb,” or “crash” the Website.
- Using any of the following:
 - o Frames, framing techniques, or framing technology to enclose any content included on the Website without our express written permission;
 - o Any Website content, including, without limitation, User Content (defined below), in any meta tags or any other “hidden text” techniques or technologies without our express written permission;
 - o The Website or any of its contents to advertise or solicit, for any commercial, political, or religious purpose or to compete, directly or indirectly, with ChainyAcc; or
 - o The Website or any of its resources to solicit consumers or other third-parties to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with ChainyAcc, including, without limitation, aggregating current or previously offered deals.
- Collecting any of the following:
 - o Content from the Website, including, without limitation, in connection with current or previously offered deals, and featuring such content to consumers in any manner that diverts traffic from the Website without our express written permission; or
 - o Personal Information (defined in our Privacy Policy) or User Content (defined below).
- Engaging in any of the following:
 - o Tampering or interfering with the proper functioning of any part, page, or area of the Website or any functions or services provided by ChainyAcc;
 - o Taking any action that places excessive demand on our services or imposes, or may impose, an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
 - o Reselling or repurposing your access to the Website or any purchases made through the Website;

- o Accessing, monitoring, or copying any content from the Website using any “robot,” “spider,” “scraper,” or other automated means or any manual process for any purpose without our express written permission;
- o Violating the restrictions in any robot exclusion headers on the Website or bypassing or circumventing other measures employed to prevent or limit access to the Website;
- o Aggregating any current or previously-offered deals or content or other information from the Website (whether using links or other technical means or physical records associated with purchases made through the Website) with material from other sites or on a secondary site without our express written permission;
- o Deep-linking to any section of the Website without our express written permission;
- o Hyperlinking to the Website from any other website without our initial and ongoing consent; or
- o Acting illegally or maliciously against the business interests or reputation of ChainyAcc or our services.

7. Your Privacy

We take the privacy of your personal information (defined in the Privacy Policy) seriously. We encourage you to carefully review our Privacy Policy for important disclosures about ways that we may collect, use, and share personal data and your choices. Our Privacy Policy is incorporated in and subject to these Terms and Conditions.

8. Services and Content on ChainyAcc Website

According to the current functionality of the Website, you may book an appointment and request an offer for products. These Services are free of charge and will be answered by ChainyAcc within a reasonable time. You hereby acknowledge and agree that ChainyAcc is not bound by any binding deadlines for responding. Furthermore, we reserve the right to change the date of the appointment, which will be notified to you by e-mail. You hereby acknowledge and agree that the price and availability of the products are influenced by world market trade, therefore the offers are not legally binding in themselves. The products, if purchased, are subject to the terms of individual agreements to be signed later.

Content as between you and ChainyAcc, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Website and Services, and all intellectual property rights related thereto (“**ChainyAcc Content**”), are either owned or licensed by ChainyAcc. You or your licensors may own only User Content (as defined below) you upload or transmit through the Website for the extent expressly set forth in these Terms and Conditions. However, no prescriptions of these Terms and Conditions shall be interpreted in a way that you may acquire any intellectual property in connection with the ChainyAcc Content, except expressly regulated otherwise in this Terms and Conditions.

Such ChainyAcc Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

You acknowledge that, except as specifically permitted by us in these Terms and Conditions or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined below) or your use of any musical works, sound recordings or audio-visual clips made available to you on or through the Website, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Website or on any third party service (e.g. , you cannot claim User Content that has been uploaded to a social media website such as YouTube for monetization).

Subject to these Terms and Conditions, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Website

on a permitted device, and to access the ChainyAcc Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms and Conditions. ChainyAcc reserves all rights not expressly granted herein in the Website, Services and the ChainyAcc Content. You acknowledge and agree that ChainyAcc may terminate this license at any time for any reason or no reason. **NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICE.** You acknowledge and agree that when you view content provided by others on the Website, you are doing so at your own risk. The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website. We make no representations, warranties or guarantees, whether express or implied, that any ChainyAcc Content (including User Content) is accurate, complete or up to date. Where our Website or Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Services (including User Content).

9. User-generated content on ChainyAcc Website

Users of the Website may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Website including, without limitation, any text, photographs, videos, sound recordings and the musical works embodied therein, including videos that incorporate locally stored sound recordings from your personal music library and ambient noise (“**User Content**”). Users of the Website may also extract all or any portion of User Content created by another user to produce additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user. Users of the Website may also overlay music, graphics, stickers and other elements provided by ChainyAcc expressly for this purpose (“**ChainyAcc Elements**”) onto this User Content and transmit this User Content through the Website.

The information and materials in the User Content, including User Content that includes ChainyAcc Elements, have not been verified or approved by us. The views expressed by other users on the Website do not represent our views or values. Whenever you access or use a feature that allows you to upload or transmit User Content through the Website (including via certain third party social media Websites such as Instagram, Facebook, YouTube, Tiktok, Twitter), or to make contact with other users of the Website, you must comply with the standards set out at in this Terms and Conditions, and given the global nature of the Internet, the applicable laws.

You may also choose to upload or transmit your User Content, including User Content that includes ChainyAcc Elements, on sites or Websites hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out in this Terms and Conditions. As noted above, these features may not be available to all users or all the time, and we have no liability to you for limiting your right to certain features of the Website. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Website or transmit to us any User Content that you consider to be confidential or proprietary. When you submit User Content through the Website, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party Websites, and/or adopt any third party content. If you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not post such sound recordings to the Website unless you have all permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Website.

You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Website, you hereby grant us an unconditional irrevocable, non exclusive, royalty-free, fully transferable, perpetual worldwide license to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorize other users of the Website or Services and other third-parties to view,

access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any Website, either now known or hereinafter invented. You further grant us a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content; provided, however, that your ability to provide an image, voice, and likeness may be subject to limitations due to age restrictions.

Waiver of Rights to User Content.

By posting User Content to or through the Website, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you post to or through the Website.

We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy. We, or authorized third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting or User Content you make on our Website if, in our opinion, your post or User Content does not comply with the content standards and rules set out in this Terms and Conditions. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms, or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. As a result, we recommend that you save copies of any User Content that you post to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content. You acknowledge that if you upload or post User Content to the Website, your User Content is made publicly available on the Website to all other users of the Website. We accept no liability in respect of any content submitted by users and published by us or by authorized third parties.

ChainyAcc takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. It is ChainyAcc' policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Website who repeatedly infringe copyrights or intellectual property rights of others. While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “**Feedback**”), then regardless of what your accompanying communication may say the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to us, you agree that: ChainyAcc has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason; Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and you irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

Removal of Content

Any User Content that infringes another person's copyright or further rights of other persons or the ethics followed by ChainyAcc may be removed.

As an ChainyAcc user, you are responsible for the content you post. If you have questions about copyright law or trademark law, such as questions about whether your content or your use of another person's name or brand infringes or otherwise violates another person's rights, you may want to contact an attorney. If you are unsure whether the material you plan to report to us is infringing or otherwise violating another person's right, you may also want to first seek legal advice before reporting such content to us.

10. Disclaimer of Warranty

AS PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND THE SERVICES IS AT YOUR SOLE RISK. NEITHER ChainyAcc, NOR ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY AS TO (A) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE OR SERVICES, OR (B) THE ACCURACY, COMPLETENESS, OR RELIABILITY OF (I) THE CONTENT ON THE SITE, (II) DESCRIPTIONS OF ChainyAcc' SERVICES AND/OR PRODUCTS, OR (III) USER CONTENT PROVIDED THROUGH THE WEBSITE. THE WEBSITE AND ALL CONTENT, USER CONTENT AND OTHER INFORMATION CONTAINED ON THE WEBSITE ARE MADE ACCESSIBLE OR AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, ChainyAcc HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE OPERATION OF THE WEBSITE AND SERVICES OR THE CONTENT, USER CONTENT, OR OTHER INFORMATION CONTAINED ON THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. IN CASE A PRODUCT IS PURCHASED FROM ChainyAcc, THE TERMS AND CONDITIONS OF THE WARRANTY, PRODUCT WARRANTY AND GUARANTEE FOR THE PRODUCT ARE SET OUT IN THE INDIVIDUAL AGREEMENT, THUS THIS DISCLAIMER OF WARRANTY DOES NOT CONCERN THE PRODUCTS PURCHASED FROM ChainyAcc. THIS DISCLAIMER OF WARRANTY DOES NOT CONCERN THE LIABILITY FOR DAMAGES CAUSED BY INTENTIONAL BREACH OF CONTRACT, AS WELL AS FOR THE BREACH OF CONTRACT HARMING HUMAN LIFE, PHYSICAL INTEGRITY, OR HEALTH.

11. Limitation of Liability

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ChainyAcc, ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR LOST BUSINESS DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE FOLLOWING: (A) YOUR USE OF THE WEBSITE, THE CONTENT, USER CONTENT, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION, AND ANY OTHER INFORMATION EITHER CONTAINED IN THE SITE OR SUBMITTED BY YOU TO THE SITE; (B) YOUR INABILITY TO USE THE WEBSITE; (C) MODIFICATION OR REMOVAL OF CONTENT SUBMITTED ON THE WEBSITE; OR (D) ANY IMPROPER USE OF INFORMATION YOU PROVIDE TO THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION. THIS LIMITATION OF LIABILITY DOES NOT CONCERN THE LIABILITY FOR DAMAGES CAUSED BY INTENTIONAL BREACH OF CONTRACT , AS WELL AS FOR THE BREACH OF CONTRACT HARMING HUMAN LIFE, PHYSICAL INTEGRITY, OR HEALTH.

12. Electronic Communications

When you use the Website or send emails to ChainyAcc, you are communicating with us electronically and consent to receive electronic communications related to your use of the Website. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Notices from us will be considered delivered to you and effective when sent to the email address you provide on the Website or from which you otherwise email us.

13. Websites of Others

The Website contains links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk. We are not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, products, or services available on or through any such linked site or resource.

14. Indemnification/Release

You agree to defend, indemnify, and hold harmless ChainyAcc, its subsidiaries and affiliates, and their respective directors, officers, employees and agents from and against all claims and expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with any of the following: (a) any User Content submitted or posted by you, in connection with the Website, or any use of the Website in violation of these Terms and Conditions; (b) fraud you commit or your intentional misconduct or gross negligence; or (c) your violation of any applicable law or rights of a third-party.

15. Force Majeure

ChainyAcc shall be excused from performance under these Terms and Conditions, to the extent it or a user is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) epidemics or pandemics (including COVID-19 pandemic); (d) quarantines or embargoes; (e) labor strikes; (f) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of ChainyAcc or a user, as applicable.

16. Assignment

You may not assign these Terms and Conditions, or any rights, benefits, or obligations hereunder, by operation of law or otherwise, without the express written permission of ChainyAcc. Any attempted assignment that does not comply with these Terms and Conditions shall be null and void. ChainyAcc may assign these Terms and Conditions and its rights arising from this Terms and Conditions and any of its further rights (regardless of their legal grounds) against you, in whole or in part, to any third-party in its sole discretion.

17. Entire Agreement

These Terms and Conditions, including, without limitation, the incorporated Privacy Policy, and other terms incorporated by reference, constitute the entire agreement and understanding between you and ChainyAcc with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and ChainyAcc with respect to such subject matter.

18. Choice of Law

Any disputes arising out of or related to these Terms and Conditions and/or any use by you of the Website or ChainyAcc' Services shall be governed by the laws of Hungary, without regard to its choice of law rules and without regard to conflicts of laws principles.

19. Dispute Resolution

(a) Except as specifically stated herein, any dispute or claim between you and ChainyAcc and/or its subsidiaries, affiliates, and/or any of their respective members, officers, directors, and employees (all such entities collectively referred to herein as the “**ChainyAcc Entities**”) arising out of, relating in any way to, or in connection with the Terms and Conditions, the Website, the Services or your use of the Website or Services or your personal information (“**Dispute(s)**”) shall be resolved exclusively by the state courts of Hungary.

(b) No Class Action Matters: We each agree that we shall bring any Dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that Disputes shall be resolved only on an individual basis and not in a class, consolidated, or representative action and that the court may award relief (including injunctive relief) only on an individual basis.

(c) Other legal enforcement options when you are qualified as a **CONSUMER**:

- *Lodging a complaint to the consumer protection authorities.* Complaints to the consumer protection authority in your region or city of residence. If you have a complaint about a consumer's right infringement, the authority will decide whether to take action. A list of the competent government authorities is available at <https://www.kormanyhivatal.hu>.
- *Conciliation body.* For the out-of-court and amicable settlement of consumer disputes concerning the quality, safety and application of product liability rules, as well as the conclusion and performance of contracts, you may bring the matter before the conciliation body competent for the place where you live or stay, or the conciliation body attached to the professional chamber competent for the place where ChainyAcc is established. For the purposes of the rules on the conciliation body, a consumer is also a non-governmental organisation, a church, a condominium, a housing association, a micro, small or medium-sized enterprise within the meaning of a special law, who buys, orders, receives, uses, makes use of goods or is the recipient of commercial communications or offers relating to goods.

Contact details of the Budapest Conciliation Body:

1016 Budapest, Krisztina krt. 1013, 1014 Krt. 310.

Postal address: 1253 Budapest, PO Box 10.

E-mail address: bekelteto.testulet@bkik.hu

Central telephone number: +36 1 488 2131

Fax: +36 1 488 2186

You can apply to the conciliation body in your place of residence (domicile) as well to settle a consumer dispute. The service provider is obliged to participate in the conciliation procedures. For the purposes of this point, cooperation includes sending a reply.

(d) Severability: if any part of this Section 19 is ruled to be unenforceable, then the balance of this Section 19 shall remain in full effect and construed and enforced as if the portion ruled unenforceable were not contained herein.

20. Additional Disclosures

No waiver by either you or ChainyAcc of any breach or default or failure to exercise any right allowed under these Terms and Conditions is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Terms and Conditions. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Terms and Conditions invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms and Conditions, and the remaining portions of our Terms and Conditions shall continue in full force and effect.

The provisions of these Terms and Conditions apply equally to, and are for the benefit of, ChainyAcc, its subsidiaries, affiliates, third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly.