

# Nimi Collectibles

## NIMI Terms and conditions

NIMI

General Terms and Conditions

### Introduction

The contract made on the basis of this document will not be recorded (it will not be accessible afterwards). It will be concluded only in electronic form, it is not a written contract, it is written in English and it does not refer to a code of conduct. If you have questions about the operation of the webshop and your order process, please contact us via the contact details provided.

The effect of this General Terms and Conditions extends to the contractual relationships of the provider's (<https://nimi.live/>) and subdomains. This „general terms and conditions” is available on the following webpage: <https://nimi.live//aszf> and can be downloaded and printed via the following link: <https://nimi.live//aszf>

### Definitions:

**User:** Any natural or legal person or organization that uses the services of the Service Provider shall enter into a contract with the Service Provider.

**Consumer:** A User who is a natural person acting outside his or her profession, self-employment or business.

**Business:** A person pursuing an occupation, self-employment or business.

**Provider:** A natural or legal person or an entity without legal personality providing an information society service, which provides a service to the User and concludes a contract with the User.

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# 1. DATA OF THE PROVIDER

Name of the Service Provider: Nimi Collectibles

Registered Office (and official place of raising claims): 19801 Wilmington, 300 Delaware Ave, Ste 210 #350

Contacts of the Provider and the regularly used electronic mailing address for contacting users: hello@nimi.live

Company number: 37-2057753

Tax number: 37-2057753

Name of the registry authority: Delaware Department of State, Division of Corporations, USA

Telephone number: +36303968823

Language of contract: English

Name and address of the domain provider:

Minting service host: Linode LLC 249 Arch St. Philadelphia, PA 19106 USA, support@linode.com; E-commerce: Shopify Inc., Suite 200, 126 York Street, Ottawa, Ontario, K1N5T5, Canada, support@shopify.com; Domain: GoDaddy Inc, 2155 E. Godaddy Way, Tempe, Arizona, 85284, USA, HQ@godaddy.com

## 2. BASIC PROVISIONS

2.1. Issues not regulated in the current Articles and the interpretation of these Articles are governed by Hungarian law, with particular regard to the provisions of Act V of 2013 of the Hungarian Civil Code ("Civil Code") on certain aspects of electronic commerce services and information society services from the 2001 Act CVIII (E-commerce law) and the detailed regulations on consumer-business contracts of Government Decree 45/2014. (II. 26.). The mandatory provisions of the relevant legislation shall apply to the Parties, without any special clause.

2.2. These Articles are effective law since November 4, 2022 and remain in force until revocation. The Service Provider has the right to unilaterally amend the Articles (circumstances that may lead to change: change in shipping cost, change in legislation, business interest, changes in company). The modifications need to be issued 11 (eleven) days before the effective date by the Service Provider on their website - during which time the User is entitled to rescind or terminate the contract. By using this website, the User agrees that all regulations governing the use of this website are automatically applicable to them.

2.3. The Service Provider reserves all rights in connection with the content and dissemination of the website and webpages. It is absolutely forbidden to download, store (electronically), process, or sell any content published in the website or any aspect of the content without the written consent of the Service Provider.

### **3. REGISTRATION, PURCHASE**

3.1. The User is obliged to provide his/her real data at the time of purchase/registration. In the event of false or personally identifiable information provided during purchase/registration, the resulting electronic contract will be considered void. The Service Provider disclaims any liability if the User makes use of its services on behalf of another person with the data of another person.

3.2. The Service Provider shall not be liable for delivery delays or other problems or errors due to incorrect and/or inaccurate data provided by the User.

3.3. The Service Provider shall not be liable for any damages resulting from the User's forgetting his/her password or the access of unauthorized persons for any reason not attributable to the Service Provider (if registered on the site).

## 4. AVAILABLE SERVICES

4.1. Displayed services can only be ordered online. The prices displayed for the services are in USD and include the statutory VAT. However, they do not include home delivery charges. No separate packaging costs will be charged.

4.2. In the web shop, the Service Provider details the name, description of the services.

4.3. If there is a service on sale, the Service Provider should inform the User about the sale and its exact duration.

4.4. If the wrong price is displayed on the website – despite the due diligence of the Service Provider – and the price is obviously incorrect, the Service Provider is not required to confirm the service at the wrong price, especially if there is a significant difference. For example, if the price is set at EUR 0 or EUR 0.01 because of a system error, then the Service Provider shall not be obliged to deliver the service at the incorrect price, but may offer the delivery at the correct price, in the knowledge of which the Customer may refuse to make the purchase. In accordance with the case law of the Hungarian judiciary, a significant difference is generally considered to be a deviation of at least 50% in a positive or negative direction from the market value of the given service. However, consumers are informed that the concept of striking value imbalance (Section 6:98 of the Civil Code) is not precisely defined by law.

4.5. In the case of a defective price as described in Section 4.4, there will be a noticeable mismatch between the true and the indicated price of the service that the average consumer will immediately notice. Pursuant to Act V of the Civil Code of 2013 (Civil Code), the contract shall be created by the mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, i.e. there is no mutually agreed statement on the will of the parties, it is not possible to speak of a valid contract that would give rise to rights and obligations. On this basis, an order that has been confirmed at the wrong/erroneous price is considered to be null and void.

## 5. PROCEDURE FOR PURCHASING NFT

You do not need to register or create an account to access the website, but an account is required to purchase the works.

### 5.1. Registration procedure:

1. It will be available on the login interface for the "log in" in the right corner of the user's main page
2. User creates an account on the interface.
3. The user enters the email address, then selects the name 'next' on the next page, completes the password and creates the account.
4. The user will receive a letter to the email address about the success of the registration
5. The user can connect the virtual wallet after logging in by selecting the type of wallet (Metamask wallet, Magic Wallet).

### 5.2. Purchase process:

1. The user logs into the webshop with his e-mail address and password following his registration.
2. User is the identifier of the 'NFT Marketplace'. the works appear
3. The user selects the artwork he likes and opens it with the "view" switch.
4. The user places the product in the basket by selecting the "Add to cart" option.
5. In the pop-up menu on the right side of the user screen, you select the quantity you want to buy.
6. The user can view the contents of the cart at any time by clicking on the "basket" icon. If you don't want to buy an additional product, check the quantity of the product you want to buy. You can delete the contents of the basket by clicking on the trash can icon.
7. User's billing information is redirected to the payment interface.
8. By confirming "continue to payment", the user continues the purchase, then enters the bank card details and finalizes the payment. Payment method:
  - Online by bank card: The User has the option to pay the total value of the order online by bank card through the secure payment system of the financial service provider used by the Service Provider.
9. After entering the data, the user can send his order with the "Pay Now" support, but he can check the correct data once more, he has also sent a comment with the order, or he can indicate to us by e-mail his other wishes related to the order.
10. Correction of data entry errors: Before closing the order process, the user can always go back to the previous phase, where he can correct the entered data. In detail: it is possible to view and modify the basket order, the basket does not



contain the quantity you want to order, so the User can write the quantity you want to order in the data entry field in the quantity column, and then press the "update/update basket" button. If you want to delete the User is in the basket, then click the "trash can" button. During the order, the User always has the opportunity to correct/delete the entered data.

11. The purchased NFT will be available in the 'My collections' menu after a maximum of 48 hours

### **5.3. Other provisions**

*If the Artwork is offered for sale by auction:*

1. The user logs into the webshop with his e-mail address and password following his registration.
2. User clics on the 'NFT Marketplace' button and the artworks appear.
3. User selects the artwork and clicks ont he „Place a Bid” button to issue a bid.
4. The user selects the amount of the Bid.
5. The Bid that offers the highest amount by the end of the period specified by the Provider wins the auction.
6. If the Bid is selected by the Provider, the User will receive an email in her/his User Account, confirming the purchase of the Artwork. After receiving the email the User has 24 hours to finish the purchase.
7. This email will be sent at the end of the auction period specified by the Provider.
8. The User accepts and acknowledges that her/his Bid may in any case be rejected by the Provider, even if her/his Bid is higher than the Bid selected by the Provider
9. Any rejection of payment shall prevent the order from being finalized. In the absence of a payment, the Provider shall then be under no obligation to sell Artwork to the User and may sell the Artwork to another User.

*Use of benefits:*

Real-life benefits are only valid for Sziget Festival held in Budapest, Hungary in August. You must redeem the benefits by the date specified in the redemption window or the benefits will be forfeited for that year. In the event a Festival is not held for any reason, you will not receive the benefits. Benefits are valid so long as the Festival is produced by Sziget Kulturális Menedzser Iroda Zrt. All use of or access to the benefits are subject to festival rules and regulations at all times. Access benefits have no cash value, are not transferable (as soon as NFT holder redeems the benefit) and are not redeemable or exchangeable for other consideration.

## 6. ORDER PROCESSING AND FULFILMENT

6.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order after the end of the working day and it will then be processed the next day. The Service Provider's customer service will always confirm by electronic means when the order can be fulfilled.

6.2. The general deadline for delivery is no later than 48 hours after payment

6.3. According to the contract of sale, the Service Provider shall transfer the ownership of the product and the User shall pay the purchase price and receive the product.

6.4. If the seller is an enterprise and the buyer is a consumer and the seller undertakes to deliver the item to the buyer, the risk of damage passes to the buyer when the buyer or designated third party takes possession of it. The risk of loss shall pass to the buyer upon purchase if the courier has been instructed by the buyer, unless the courier is recommended by the seller.

6.5. If the seller is an enterprise, and the buyer is a consumer, for lack of a distinct agreement of the signatories, the seller (based on this GTC: Service Provider) is obligated to make available the product for the buyer (User), after the conclusion of the contract, but in no more than 30 days.

6.6. If the product is not provided in time by the Service Provider, the User has the right to set a deadline for a replacement. If the seller fails to perform within the grace period, the buyer is entitled to cancel the contract.

6.7. The User is entitled to withdraw from the contract without specifying an additional term, if

- a) the Service Provider has refused to perform the contract; or
- b) the contract should have been performed in accordance with the agreement of the parties or due to the recognizable purpose of the service, within a specified period of time and not otherwise.

6.8. If the Service Provider cannot accomplish the contractual obligation because the product/or any of its components was not available, the Service Provider is obliged to inform the User right away and to refund the sum paid by the User at once.

## 7.WAIVER CLAUSE

7.1. According to the directive 2011/83/ EU of the European Parliament and Commission, regarding rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), **the Consumer shall have no right of withdrawal in the case of a non-prefabricated product which has been manufactured at the consumer's request or at the express request of the Consumer, or which is clearly personalised for the Consumer.**

7.2. The Consumer may also not exercise their right of withdrawal with respect to:

- a) a contract for the provision of a service, after the performance of the service has been completed in its entirety, where the Business has begun performance with the Consumer 's express prior consent, and where the Consumer has acknowledged that they will lose their right of withdrawal;
- b) a product or service whose price or charge is subject to fluctuations in the financial market which are beyond the control of the Business, even within the time limit for exercising the right of withdrawal;
- c) perishable goods or items with a short shelf life;
- d) in the case of a sealed product which cannot be returned after opening after delivery for health or hygiene reasons;
- e) in respect of a product which, by its nature, is inextricably linked to another product after its transfer;
- f) for alcoholic beverages, the actual value of which depends on market fluctuations beyond the control of the undertaking and the price of which was agreed by the parties at the time of the conclusion of the contract of sale but which is not performed until 30 days after the date of conclusion;
- g) in the case of a business contract where the Business, at the express request of the consumer, requests the Consumer to carry out urgent repair or maintenance work;
- h) for the sale or purchase of sealed audio and video recordings and computer software, where the Consumer has opened the packaging after delivery;
- i) newspapers, magazines and periodicals other than subscription contracts;
- j) in the case of contracts concluded at a public auction;
- k) in relation to a contract about the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of fulfilment;
- l) in the case of digital content not supplied on a tangible medium, where the Business has begun performance with the Consumer's express, prior consent and at the same time the Consumer has agreed to lose the right of withdrawal after commencement of performance.

7.3. More information about the regulations detailing the contracts between the

Consumer and the business in Gov. Degree 45/2014 (II. 26.) can be found [here](#).

7.4. More information about the 2011/83/EU directive of European Parliament and Commission can be found [here](#).

## 8. WARRANTIES AND LIABILITIES

### Defective performance

The supplier fails to perform properly if the service does not meet the quality requirements set out in the contract or the law at the time of performance. The supplier did not fail to perform the service correctly if the receiver was aware of the error at the time of the conclusion of the contract or should have been aware of the error at the time of the conclusion of the contract.

A contract between a Consumer and a Business shall be null and void if it derogates from the provisions of this Article concerning warranty and security to the detriment of the Consumer.

Several warranty rights apply only to Users who qualify as Consumers under the Hungarian Civil Code.

User as Business: A person who acts in the course of his/her trade, profession or business.

### Liability claim

8.1. In what kind of situation can the User exercise his/her right for a liability claim?

The User can exercise a liability claim against the Business, in the event of the improper fulfilment of the contract according to the rules of the Hungarian Civil Code.

8.2. What kind of rights are the customers legal due according to the liability claim?

The User may, if he/she so decides, exercise the following liability claims: request repair or replacement, unless the fulfilment of the User's choice would be impossible or disproportionate to the requirements of the Business. If a repair or replacement is not requested or offered, the User may request a pro-rata reduction in relation to the expense of the defect to the User, or may adjust or else terminate the contract. The User may switch from one selected right of liability to another, however, the cost of the transition will be borne by the User, unless warranted or provided by the Business.

8.3. What is the deadline for the customer to exercise the liability claim?

The customer is liable to report the defect immediately after recognition, but within two months of recognition. However, please note that the User will no longer be able to enforce their liability claim beyond the two-year limitation period (one year for businesses).

8.4. Who can the liability claim be made against?

Customers can enforce the liability claim against the Service Provider.

8.5. What kind of other conditions must be met to enforce the liability claim (if the User is classified as a Customer)?

Within 1 year from the date of delivery, there is no other condition for enforcing your liability claim unless the User proves that the product or service was provided by the company operating the webshop. However, after 1 year have passed from the date of

performance, the User shall be required to prove that the error recognised by the User was present at the time of performance.

Product warranty

8.6. In what kind of situation can exercise the Customer its right for product warranty?

In the event of a defect in a movable (product), the User may, at its option, claim a liability or product warranty claim.

8.7. What kind of rights are the User legal due according to the product warranty?

The User can request the repair or replacement of the defected product.

8.8. When is a product considered defective?

A product is defective if it does not meet the quality requirements applicable at the time of placing on the market or if it does not have the characteristics stated in the manufacturer's description.

8.9. What is the deadline for the customer to exercise the product warranty?

The product warranty can be enforced by the Consumer two years from the time of placing on the market. The right to exercise the product warranty is lost after this deadline.

8.10. Against whom and under what other conditions can a product warranty claim be made?

The product warranty claim can be made against the producer or distributor. The defect of the product shall be proved by the User in case of claiming the product warranty.

8.11. In what kind of case is the producer (distributor) not liable for the product warranty?

The manufacturer (distributor) shall not be liable for a defective product if it can prove that:

- the product was not manufactured or placed on the market in the course of business, or
- the defect was not recognisable at the time of placing the product on the market in the light of general scientific and technical knowledge, or
- the defect in the product is the result of the application of a legal or regulatory requirement.

At least one reason must be given for the manufacturer (distributor) for exemption. Please note that it is not possible to enforce a liability claim and product warranty claim for the same defect simultaneously. However, if the product warranty claim is effectively enforced, the product warranty for the replaced product or part may also be made against the manufacturer.

8.12. The Service Provider has no warranty obligations for damages resulting from improper or negligent handling, excessive stress, or unintended exposure to the product, or other improper use of the products.

8.13. If the Consumer claims for a replacement within three working days of

purchase (from operation) due to a defect in the product, the Service Provider shall replace the product if the defect prevents its proper use.

## **9. PROCEDURE IN CASE OF RIGHT OF GUARANTY (FOR CONSUMER USERS)**

- 9.1. In the contract of the Consumer and the Business, the agreement cannot differ to the disadvantage of the Consumer.
- 9.2. It is the duty of the Consumer to prove the conclusion of the contract (by invoice or by receipt).
- 9.3. The Service Provider is responsible for costs in connection with the fulfilment of warranty. (PTK. 6:6166§)
- 9.4. The Service Provider shall write a record concerning the requirement of the guarantee and warranty of the customer.
- 9.5. The copy of the record should be send immediately and made available to the customer.
- 9.6. If the Service Provider is not able to declare the fulfilment of the consumer's warranty or warranty claim upon notification, the Service Provider shall inform the consumer of its position within five working days in a verifiable manner, including the reason for rejection and the possibility of recourse to the conciliation body.
- 9.7. The Service Provider shall keep the report for three years from the date of its recording and present it at the request of the audit authority.
- 9.8. The Service Provider shall endeavour to carry out the repair or replacement within a maximum of fifteen days. If the duration of the repair or replacement exceeds 15 days, the Service Provider is obliged to inform the consumer about the expected duration of the repair or replacement. The information shall be provided with the consumer's prior consent, by electronic means or by any other means suitable for the consumer's receipt.



## 10. OTHER REGULATION

10.1. The Service Provider is entitled to use a contributor to fulfil its obligation. It is liable for its unlawful conduct as if it had committed the unlawful conduct itself.

10.2. The invalidity, illegality or unenforceability of any part of these Articles shall not affect the validity, legality or enforceability of the remainder.

10.3. Failure by the Service Provider to exercise its right under this Policy shall not constitute 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 the obligation to adhere to that particular condition or clause in the future.

10.4. The Service Provider and Consumer should try to resolve the case out of court.

10.5. The Parties state that the Service Provider's webshop operates in Hungary and maintains it 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. 26. § (1) the court of the defendant's domicile has exclusive jurisdiction over the Consumer in disputes arising from this contract.

10.6. The Service Provider does not apply different general access conditions for access to the products in the webshop for reasons related to the nationality, domicile or place of establishment of the User.

10.7. The Service Provider does not apply different conditions to the payment transaction regarding the payment methods accepted by the User due to the nationality, domicile or place of residence of the User, the account location of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the EU.

10.8. The Service Provider complies with the requirements of the Internal Market on grounds of unjustified territorial restriction of content and other forms of discrimination based on the nationality, place of residence or place of establishment of the buyer, as well as Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394 as well as 2009/22. REGULATION (EC) No 2018/302 OF THE EUROPEAN PARLIAMENT AND COUNCIL.

## 11. COMPLAINT HANDLING PROCEDURES (FOR CONSUMER QUALIFIED USERS)

11.1. The purpose of our website is to fulfil all orders in good quality and to the customer's full satisfaction. If the User still has any complaints regarding the contract or its performance, he/she may submit his/her complaint to the above telephone, email address or letter.

11.2. The Service Provider shall promptly investigate the oral complaint and remedy it as necessary. If the Consumer disagrees with the handling of the complaint, or the complaint is not immediately investigated, the Service Provider shall promptly record the complaint and its position regarding the complaint and provide a copy thereof to the Consumer.

11.3. The Service Provider shall respond in writing within 30 days. It shall state the reasons for its rejection of the complaint. A record of the complaint and a copy of the response shall be retained by the Service Provider for a period of five years and shall be provided to the control authorities upon request.

11.4. You are informed that in the event of your complaint being rejected, your complaint may be initiated by an official or conciliation body as follows:

11.5. The Consumer may lodge a complaint with the Hungarian Consumer Protection Authority:

Based on Government Decree 387/2016. (XII. 2.), the district office and the county office of the county seat are the first instance in administrative administrative matters, while the Pest County Government Office handles national jurisdiction at second instance. Contact details of district

offices: <http://www.kormanyhivatal.hu/hu/elerhetosegek>

11.6. In the event of a complaint, the Consumer has the option of contacting a conciliation body which can be found at:

Name of Arbitration Board	The address of the seat of the Arbitration Board	Jurisdiction area
Budapesti Békéltető Testület	<b>Budapest</b> Budapesti Békéltető Testület Address: 1016 Budapest, Krisztina krt. 99., phone number: (1) 488-2131 Fax number: (1) 488-2186 President: Dr. Inzelt Éva Veronika Web: <a href="https://bekeltet.bkik.hu/">https://bekeltet.bkik.hu/</a> E-mail: <a href="mailto:bekelteto.testulet@bkik.hu">bekelteto.testulet@bkik.hu</a>	Budapest
Baranya Vármegyei Békéltető Testület	<b>Pécs</b> Baranya Vármegyei Békéltető Testület Address: 7625 Pécs, Majorossy Imre u. 36. phone number: (72) 507-154; (20) 283-3422 Fax number: (72) 507-152 President: Dr. Bércesi Ferenc Web: <a href="http://www.baranyabekeltetes.hu">www.baranyabekeltetes.hu</a> E-mail: <a href="mailto:info@baranyabekeltetes.hu">info@baranyabekeltetes.hu</a> <a href="mailto:kerelem@baranyabekeltetes.hu">kerelem@baranyabekeltetes.hu</a>	Baranya county, Somogy county, Tolna county
Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület	<b>Miskolc</b> Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület Address: 3525 Miskolc, Szentpáli u. 1. phone number: (46) 501-091 (új ügyek); 501-871 (pending cases) President: Dr. Tulipán Péter Web: <a href="http://www.bekeltetes.borsodmegye.hu">www.bekeltetes.borsodmegye.hu</a> E-mail: <a href="mailto:bekeltetes@bokik.hu">bekeltetes@bokik.hu</a>	Borsod-Abaúj-Zemplén county, Heves county, Nógrád county
Csongrád-Csanád Vármegyei Békéltető Testület	<b>Szeged</b> Csongrád-Csanád Vármegyei Békéltető Testület Address: 6721 Szeged, Párizsi krt. 8-12. phone number: (62) 554-250/118 Fax number: (62) 426-149 President: Dr. Horváth Károly Web: <a href="http://www.bekeltetes-csongrad.hu">www.bekeltetes-csongrad.hu</a> E-mail: <a href="mailto:bekelteto.testulet@csmkik.hu">bekelteto.testulet@csmkik.hu</a>	Békés county, Bács-Kiskun county, Csongrád-Csanád county
Fejér Vármegyei Békéltető Testület	<b>Székesfehérvár</b> Fejér Vármegyei Békéltető Testület Address: 8000 Székesfehérvár, Hosszúéuta tér 4-6. phone number: (22) 510-310 Fax number: (22) 510-312 President: Dr. Vári Kovács József Web: <a href="http://www.bekeltetesfejrer.hu">www.bekeltetesfejrer.hu</a> E-mail: <a href="mailto:bekeltetes@fmkik.hu">bekeltetes@fmkik.hu</a> ; <a href="mailto:fmkik@fmkik.hu">fmkik@fmkik.hu</a>	Fejér county, Komárom-Esztergom county, Veszprém county
Győr-Moson-Sopron Vármegyei Békéltető Testület	<b>Győr</b> Győr-Moson-Sopron Vármegyei Békéltető Testület Address: 9021 Győr, Szent István út 10/a. phone number: (96) 520-217 President: Dr. Bagoly Beáta Web: <a href="https://gymsmkik.hu/bekelteto">https://gymsmkik.hu/bekelteto</a> E-mail: <a href="mailto:bekeltetotestulet@gymskik.hu">bekeltetotestulet@gymskik.hu</a>	Győr-Moson-Sopron county, Vas county, Zala county

<b>Hajdú-Bihar Vármegyei Békéltető Testület</b>	<b>Debrecen</b> Hajdú-Bihar Vármegyei Békéltető Testület Address: 4025 Debrecen, Petőfi tér 10. Place of administration: 4025 Debrecen Vörösmarty u. 13-15. phone number: (52) 500-710; (52) 500-745 Fax number: (52) 500-720 President: Dr. Hajnal Zsolt Web: https://www.hbmbekeltetes.hu E-mail: bekelteto@hbkk.hu	<b>Jász-Nagykun-Szolnok county,</b>  <b>Hajdú-Bihar county,</b>  <b>Szabolcs-Szatmár-Bereg county</b>
<b>Pest Vármegyei Békéltető Testület</b>	<b>Budapest</b> Pest Vármegyei Békéltető Testület Address: 1055 Budapest, Balassi Bálint u. 25. IV/2. phone number: +36 1 792 7881 President: Dr. Kóncz Pál Web: www.pestmegyeibekelteto.hu; www.panaszrendezes.hu E-mail: pmbekelteto@pmkik.hu	<b>Pest county</b>

11.7. The conciliation body is competent for the out-of-court settlement of consumer disputes. It is the task of the conciliation body to attempt to reach a settlement between the parties for the purpose of resolving consumer disputes, failing which it will decide on the matter in order to ensure the simple, expeditious, effective and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the Consumer or the Service Provider, advise on the Consumer's rights and obligations.

In the conciliation board procedure, in the absence of an agreement, the council is responsible for the merits of the case

- a) makes a binding decision if
  - aa) the request is well-founded, and the enterprise - registered with the conciliation board or the chamber, or communicated in its commercial communications - pursuant to Article 36/C. in his general declaration of submission according to §, at the beginning of the procedure or at the latest until the decision is made, he recognized the decision of the conciliation board as binding on him, or
  - ab) the business did not submit a declaration of submission, but the request is well-founded and the consumer's claim - neither in the request nor when the decision containing the obligation is made - does not exceed HUF two hundred thousand, or
- b) makes a recommendation if the request is well-founded, but the enterprise declared at the start of the procedure that it does not recognize the council's decision as an obligation, or if it did not declare its recognition of the council's decision at all.

11.8. In the event of a cross-border consumer dispute arising out of an online sales or service contract, the arbitration body attached to the Budapest Chamber of Commerce and Industry shall have sole jurisdiction.

11.9. In the event of a consumer complaint, the Consumer may use the EU online dispute resolution platform. Accessing the platform requires a simple registration with the European Commission by clicking here. Then, after logging in, the Consumer can lodge a complaint through the online website:

<http://ec.europa.eu/odr>

11.10. The Service Provider shall be obliged to cooperate in conciliation proceedings. In doing so, it is required to send its response letter to the conciliation body and to ensure the presence of the person entitled to reach a settlement at the hearing. Where the business or seat of the business is not established in the county in which the conciliation body operating the territorially competent body is located, the Business's obligation to cooperate shall include offering the possibility of a written

settlement in accordance with the consumer's requirements.

11.11. If the consumer does not seek recourse to a conciliation body or the procedure is unsuccessful, the consumer has the option of going to court.

The lawsuit must be filed with a letter of formal notice containing the following information:

- the court of law;
- the names of the parties and representatives of the parties, their place of residence and legal status;
- the right to enforce, by presenting the underlying facts and their evidence;
- the data from which the jurisdiction and jurisdiction of the court can be established;
- a definitive request for a court decision.

The application must be accompanied by a document and a copy of it which is referred to as evidence.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1. Since <https://nimi.live/> is considered a copyrighted work of the site, it is forbidden to display the contents of <https://nimi.live/> downloading (copying), re-publishing, otherwise utilizing, electronically storing, processing and selling of the content or any part thereof without the written consent of the Service Provider.

12.2. No material may be transferred from <https://nimi.live/> and its database, even with written consent, by referring to that site.

12.3. The Service Provider reserves all rights to all elements of its service, its domain names, their associated secondary domain names and internet advertising spaces.

12.4. It is prohibited to: adapt or reverse engineer the content of <https://nimi.live/>, or parts thereof; fraudulent creation of user IDs and passwords; use of any application to modify or index any or all of the <https://nimi.live/>.

12.5. The name <https://nimi.live/> is protected by copyright and may not be used except with the written permission of the Service Provider.

12.6. The User acknowledges that in the event of unauthorised use the Service Provider shall be liable for damages. The amount of the penalty shall be HUF 60,000 gross per image and HUF 20,000 gross per word. In the event of a copyright infringement, the Service Provider's notarial certification is applied and this cost is also passed on to the infringing user.  
customer.

## 13. PRIVACY POLICY

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

<https://nimi.live//adatvedelem>

Wilmington, November 4, 2022

## 14. PROHIBITED ACTIVITIES

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Wilmington, November 4, 2022