

General Terms and Conditions for Users

This General Terms and Conditions (hereinafter referred to as GTC) includes the rights and obligations of PEVIKTERA Consulting Kereskedelmi, Gazdasági és Műszaki Tanácsadó Korlátolt Felelősségű Társaság (registered seat: 3000 Hatvan, Jókai utca 78., company registration number: 10-09-026307, tax number: 13416924-2-10, hereinafter referred to as Service Provider), operating the website of <https://balloon-tracking.eu> (hereinafter referred to as Website) and the Consumer using the electronic commercial activities under Section 2, Paragraph a) of Act CVIII of 2001 (hereinafter referred to as Electronic Commerce Act, provided by the Service Provider through the Website).

The Website offers a single platform to the organizers of the hot air balloon events (hereinafter referred to as Events) and the participants (Captain, Supporter) of the Events. Registering on the Website as User is a prerequisite for the use of the functions (available at the Website) concerning the status of the Organizer, Captain, and Supporter. The Organizer shall assess the applications for the hot air balloon Event, during which it is entitled to require the certification of professional qualifications. With respect to the Event, the Service Provider does not constitute an organizer, consequently, it does not influence the assessment of the application.

The User acknowledges that the services provided by the Service Provider to them are provided free of charge, consequently, in light of Section 2, Paragraphs g) and l) of the Consumer Protection Act, under Section 2, Paragraph a) of the Consumer Protection Act, they shall not be deemed consumers. Beyond that, the User also acknowledges that the scope of Government Decree 45/2014 (II.26.) on the detailed rules governing contract concluded between consumers and businesses shall not extend to them they use the services of the Service Provider free of charge, without any consideration. With regard thereto, the agreement concluded by and between the parties shall not constitute a service agreement as laid down in Section 4, Paragraph 8 of the Government Decree.

1. General information, establishment of an agreement by and between the Parties

1.1. The scope of this GTC extends to any such electronic commercial service which is available for the User through the Website. Additionally, the scope of this GTC also extends to any such commercial transaction, with regard to which an agreement is established by and between the Service Provider and the User (as Parties) with respect to the use of the Website with the proviso that the User has accepted the GTC prior to the use of the service at least by way of implied conduct unless the parties conclude an agreement with individual content following a request of an individual offer, and the particular agreement provides for otherwise, or the conclusion of the particular agreement does not entail the acceptance of the GTC.

1.2. The agreement pertaining to the services provided on the Website shall be established by the User's registration and the acceptance of the GTC, in a manner provided for herein.

1.3. The Service Provider facilitates the establishment of the legal relationship between the Organizer and the Users, thereby it constitutes an intermediary service provider under Section 2, Paragraph l) of the Electronic Commerce Act.

1.4. The services offered on the Website may be used by either natural, or legal persons, or legal entities not having legal personality, with the proviso that they have registered on the Website, and they have, at least by way of implied conduct, accepted the provisions of this GTC.

1.5. The agreement established by and between the parties with respect to the services offered on the Website shall not constitute a written contract, and the Service Provider shall keep it, register it electronically, and it makes it retraceable in such a manner.

1.6. The Website is operated by the Service Provider, the contact information of which is:

Company name: PEVIKTERA Consulting Kereskedelmi, Gazdasági és Műszaki
Tanácsadó Korlátolt Felelősségű Társaság
Registered seat: 3000 Hatvan, Jókai utca 78.
Tax number: 13416924-2-10

EU tax number: HU13416924.
Company registration number: 10-09-026307
Electronic address for service as indicated in the company register: sandor.takacs@dreamair.hu
E-mail address and telephone number of the customer service relating to the Website:
helpdesk@balloon-tracking.eu, +36302078357

2. Definitions

- 2.1. Service: online services offered by the Service Provider on the Website, relating to information society, which provides information support for the organization, conducting of, and participation on the hot air balloon events.
- 2.2. Service Provider: the operator of the Website of Balloon-tracking.eu, and the Event subpages.
- 2.3. User: the collective term for persons registered on the Website of Balloon-tracking.eu
- 2.4. Captain: any User who applies for the position of competing captain at a particular Event, and whose application the organizer of the Event accepts.
- 2.5. Supporter: any User who the Captain invites to the specific Event as a member of their team shall be deemed as a Supporter of such team in the competition.
- 2.6. Organizer: any User who has concluded an individual service agreement with the Service Provider for the establishment and operation of an Event subpage, for the digital support of the organizing and conducting of the hot air balloon competition.
- 2.7. Event: collective term for the hot air balloon competitions and organizations available on the Website.

3. General description of the services available on the Website

3.1. The Website provides a single platform for the organizing of the hot air balloon Events, for the registration of the Users, and for the recording, maintenance, and storing of their specific personal data. The functions of the Website include the feature that the system generates an Event subpage based on the data provided by the Organizer, where the User may find information concerning the Event, and they may apply to the specific Event. The description of the current functions of the Website and the Event subpages, and their suitability for particular purposes is available on the Website, and the User may have gained information thereof prior to the acceptance of this GTC. Beyond the function and purposes explicitly indicated on the Website, the Service Provider shall not undertake and warrant suitability or functionality for other purposes.

4. Registration

4.1. The User may register by clicking on the menu item “*LOGIN*”, and following thereof, by clicking on the menu item “*Register Now!*”. During registration, the following data shall be provided: name, e-mail address used for signing in as username, password, contact e-mail address. The User may send their registration following the acceptance of this GTC and the acknowledgement of the Privacy Policy, by clicking on the menu item “*Register*”. After sending the registration, the Service Provider shall send a confirming e-mail to the e-mail address provided by the User, in which it informs the User that the registration has been delivered into the Service Provider’s system, the registration was successful, or, if it was unsuccessful, it shall inform the User of that fact.

5. Use of the Website

- 5.1. The User may view the available Events by clicking on the menu item *Events*.
- 5.2. Upon clicking on any of the Events under the menu item “*Events*”, the User shall be redirected to the Event subpage edited by the Organizer, where they may find information of the specific Event, and they may apply for the Event as Captain. The Organizer is entitled to assess their application. You may find further information on data management relating to applications in the Privacy Policy.

5.3. Following the successful application, the Captain may send an invitation to any such persons who they wish to invite to their team as Supporters to the particular Event. If the invited person does not have a user's account, registration on the Website for the acceptance of the invitation is required.

6. Application

6.1. Following registration on the Website, the User may sign into the Balloon-Tracking application (hereinafter referred to as Application) operated by the Service Provider with their data provided during registration, which application may be downloaded from Google Play.

6.2. The Application serves for the support of the Event, and only such Users may use its functions who are the participants (Captain, Supporter) or the Organizers of the particular Event. With respect to specific Events, the Application offers the menu items in each case to the User which are necessary for their position and duties with regard to the specific Event.

6.3. During the use of the Application, the location data of the participants (Captain, Supporter) of the specific Event shall be transferred to the Organizers of the particular Event. With regard thereto, you may find further information in the Privacy Policy.

7. Liability of the Service Provider

7.1. The successful application of the Captain and the Supporter exclusively gives rise to a contractual relationship with respect to the Captain or the Supporter and the Organizer, pertaining to the services provided on the Event, and the participation of the Event. Under Section 2, Paragraph 1) of Electronic Commerce Act) the Service Provider constitutes an intermediary service provider ensuring simple data transport and access based on its activity. The Captain and the Supporter explicitly acknowledge the fact that the Service Provider shall not undertake to send the confirmation of the application for the specific Event to them, as it depends on the decision of the Organizer. The Service Provider shall not assume any liability for damage occurred due to the fact that the Organizer does not accept the User's application as Captain or Supporter for the specific Event.

7.2. The Service Provider does not constitute the organizer or co-organizer of the Event, or any other party actively contributing to the organizing and conducting thereof, consequently, it excludes liability for any possible damage on the Captain's or the Supporter's part due to cancellation, unsatisfactory organization (including e.g. calling off, date and time modification) of the Event, as well as for any damage arising on the Event. Neither the Captain nor the Supporter may claim the reimbursement of the application fee paid by them due to Event cancellation from the Service Provider as it does not constitute the distributor of such Events. In case of cancellation of the Event, the Organizer shall decide on and notify the Captain and the Supporter of the process, location, and deadline of the returning of the application fee, and only the Organizer shall be liable for the frustration of such return.

7.3. Under Section 7 of the Electronic Commerce Act, the Service Provider shall be liable for information provided by it. Nonetheless, as the Service Provider constitutes an intermediary service provider under the Electronic Commerce Act, it shall not be liable for any information provided by another person which were transmitted, stored, or offered access to by the services provided by it in relation to the information society, provided that the conditions of Section 8 of the Electronic Commerce Act are met.

7.4. The Service Provider shall not bear liability for any damage which occurred at the User during the use of the Website or the subpage, or as the consequence thereof. It is the User's liability to assess how they may protect their data stored on their computer against any possible incidents. Nor shall the Service Provider be liable for any force majeure cases. Force majeure entails especially malfunctions on the internet which prevent the unimpeded operation of the Website or the subpages, and the case where data sent and received on the internet is lost relating to malfunction. The User acknowledges that due to the characteristics of the internet, the operation of the Website may be discontinued even against the prior knowledge or the intent of the Service Provider. Consequently, the Service Provider shall not warrant the error-free and uninterrupted operation of the Website and the relating services, as well as the fact that the access to the Service shall be continuous and free of malfunctions.

7.5. The Services Provider bears no liability with respect to information provided by another person which were transmitted, stored, or offered access to by the services provided by it in relation to the information society.

7.6. The Service Provider is not obligated to check and monitor the information that was only transmitted, stored, or provided access to by it, moreover, it is not obligated to seek any fact or circumstance which would suggest unlawful activity.

7.7. The Service Provider excludes any and all warranty claims with respect to the operation, specification, and functions of the Website. The Organizer shall bear the risk that the Website is appropriate for it at the time of the acceptance of the GTC, and the operation, specification, and functions of the Website are satisfactory.

8. Intellectual property rights

8.1. The entirety of the Website and the Application, as well as each of their elements, are protected by copyright. The copyright holder or the authorized user of the Website, the Application and the content, copyright material and/or any other intellectual property available on the Website and in the Application – graphic form, graphic, structure of the Website and the Application, information, data processing principle available on the Website and in the Application, etc. – is the Service Provider.

8.2. Intellectual properties protected by copyright forming and available on the Website and the Application shall not be used, exploited, multiplied, or stored in any manner without the prior written consent of the Service Provider.

9. Miscellaneous provisions

9.1. The use of the Website and services offered thereon assumes the knowledge of technical constraints of the internet and the acceptance of the possibilities of malfunctions and errors the technology entails, on the User's part.

9.2. The User acknowledges that their application to the specific Event constitutes the performance of the service, consequently thereafter the User shall lose its right of termination under Government Decree 45/2014 (II.26.) with respect to the specific Event, therefore they are not entitled to the reimbursement of the entry fee.

9.3. The Service Provider is entitled to unilaterally amend the terms and conditions of this GTC with the simultaneous notification of the Users.

9.4. The contracting parties shall take all the necessary measures to settle disputes by negotiations. In case of disputes relating to or deriving from this General Terms and Conditions with respect to Users not constituting consumers under Section 7, Subsection 1, Paragraph 5 of Act CXXX of 2016 on the Code of Civil Procedure, the courts of the Service Provider's registered seat shall have exclusive jurisdiction.

9.5. Any issues not regulated herein shall be governed by Hungarian law.

9.6. This GTC enters into force on 01.07.2021.

Date: 01.07.2021.

PEVIKTERA Consulting Kft.
Service Provider