

FISHINDA TERMS OF SERVICE

The below Terms of Service (hereinafter the "Terms") apply to the usage of the Fishinda application, the www.fishinda.com website, other applications and tools, and any related services (jointly the "Services") provided by Fishinda Kft., registration number 07-09-027623, a company duly incorporated and organised under the laws of Hungary, having its registered address at Páfrány köz 11., 8096 Sukoró, Hungary. By accessing and/or using the Services, you confirm that you have read and agree to be bound by the Terms. If you are under 18 years of age, you hereby agree that your legal guardian has read the Terms and agrees that you are bound by the Terms.

1 SERVICES

The website and mobile applications of Fishinda are services used for detecting, monitoring, and sharing angling related data. By accepting the Terms Fishinda ensures its users a non-exclusive, non-transferable, non-sublicensable, limited access and usage right of the Services in accordance with the Terms, for private purposes only.

Users accept and agree that they are fully responsible for the internet connection and/or mobile costs that might occur during the usage of the Services. For further information consult the competent conveyor or mobile operator.

Through the Terms Fishinda grants access and permission to use of Services, in case that user behaviour is consistent with the Terms. However users acknowledge their full responsibility for obtaining all relevant angling licences and other authorisations required for fishing at positions which might be displayed in the Services.

2 USER CONDUCT

Specific rules must be abided to preserve the cohesion of the Services and to subserve the user experience. The usage of Services is a subject to the following conditions:

- users have reached at least fourteen (14) years of age;
- users agree to use the Services for their own private purposes only and not for any commercial use, such as marketing or sale of Service sor goods;
- users agree to send, upload, communicate, transmit or otherwise make available Content they exclusively own or otherwise are authorized to make available in the Services;
- users must not utilize another person or entity's name or e-mail address during the usage of the Services;
- by creating a user account users agree to create only one account per platform, granting full name and valid e-mail address through which they can get contacted or informed of any further steps required during the process of signing up for an account; users agree to keep their login details of their user account secure, which includes but is not limited to not disclosing and/or authorizing login details or account to third parties; and users accept full responsibility for the activities carried out by the usage of their account;
- users must not collect any personal information (such as user name and e-mail address) regarding other users of the Services without their consent;
- users must not decompile, dismantle or reverse the Services or evade, deactivate or otherwise interfere with any technological proceeding or security-related feature of the Services; and
- users agree not to remove or amend any copyright or other proprietary notices.

3 PRIVACY

During signing up for an account personal data is provided to Fishinda that might be considered as personal information under the applicable legislation. At these cases Fishinda operates as the party responsible for the personal data of its users. By accepting the Terms users authorize Fishinda to use the data collected in accordance with the Privacy Policy published at: <https://fishinda.com/aszf/>

Users acknowledge that the Services can interact with third parties (eg.: social network sites), by which Fishinda is authorized to use information shared by such third parties. For further information regarding shared data please read third party terms.

4 CONTENT

Fishinda highly appreciates respecting each other and the authenticity of content shared by its users. During the usage or interaction with the Services or other users of the Services, users can send, upload, communicate, transmit, or otherwise make available content, such as picture, video, text, sound, data on geographical position and other content (collectively "Content") to Fishinda and/or other users of the Services. All users agree that the following statements apply to the Content which they send, upload, communicate, transmit or otherwise make available:

- is genuine and correct, also does not contain false or misleading Content;
- does not contain any information which is menacing, abusive, libelous, pornographic, racially or ethnically offensive, discriminatory, insulting, defamatory or otherwise illegitimate or inadequate;
- does not violate intellectual property (including copyright), publicity, privacy or any other rights of third parties;
- does not contain illegally distributed information (such as insider information or confidential information);
- does not contain any unsought or unauthorised advertising, promotional material, junk mail, spam, chain letter, pyramid scheme or any other form of offer; and
- does not contain software viruses or any other technologies which could impair the Services, or the interests or property of the Services or its users.

Fishinda appreciates notification of any exceptionable or unauthorised usage of Content, therefore users, right and license holders are encouraged to inform Fishinda about any likely infringement by sending an e-mail message to info@fishinda.com.

Fishinda reserves the right in its sole discretion - but it is not obliged - to remove any Content from the Services. Fishinda does not review Content, therefore it is not responsible for any third party or user provided Content, or information contained within, made available or otherwise used in connection with the Services, and is not accountable for the removal or loss of any Content.

Inasmuch the Content sent, uploaded, communicated, transmitted or otherwise made available by users gives rise to any intellectual or industrial property right (such as copyright), then users grant an unlimited, non-exclusive, irrevocable, worldwide, perpetual, royalty-free, fully sublicensable and fully transferrable right for Fishinda to use, copy, reproduce, change, modify, translate, transfer, make publicly available and/or perform such Content in relation to the Services. In cases like that, to the

fullest extent permitted under applicable law, users resign their moral right and/or any claim specified in the Content. Users acknowledge and agree that Content might be shared with Fishinda partners and/or cooperating companies.

5 COOKIES

During visit or interaction with the Services, Fishinda or its authorized service providers use cookies to store certain types of information. By accepting the Terms, users approve Fishinda to use cookies in accordance with the Privacy Policy published at: <https://fishinda.com/adatvedelmi-szabalyzat/>.

6 TERMINATION AND CANCELLATION

User account and the usage of the Services can get terminated at any time. Fishinda is entitled to terminate user accounts and/or the usage of the Services in case of breaching the Terms. Yet, in case of minor noncompliances Fishinda does not intend to do so. Unconfirmed accounts or accounts that have been inactive for a long time might get cancelled as well.

Users accept that all their Content will get inaccessible due to account termination formed by either party.

By using the Services, users waive any previous legal cancellation rights.

7 LIABILITY AND INDEMNITY

No part of the Terms excludes or limits Fishinda's liability for death or personal injury arising from its dereliction, fraud or fraudulent misrepresentation.

Anyhow, aggregate liability of Fishinda in connection with the Services or the Terms shall not exceed an amount equivalent to the greater of (a) HUF 3000 (or the identical amount in local currency), or (b) the amass fees paid by users to Fishinda in the 12 months prior to the action giving rise to the liability. Fishinda - including its partners, affiliates, contractors, officers, directors, employees and agents - shall not be accountable for any loss of profit, data or any mediate harm in relation to the Services or the Terms.

Users concede to indemnify Fishinda- including its partners, affiliates, contractors, officers, directors, employees and agents - from and against all demands, losses, liabilities, expenses and damages related to the user generated breach of the Terms.

Users have special rights under compulsory consumer laws and regulations, which are not limited or altered by the Terms.

8 DISCLAIMER OF WARRANTIES

Users admit that the use of Services take place at their own risk. Fishinda disclaims all warranties relating to the Services, including but not limited to accuracy, reliability, non-infringement or uninterrupted operation or access.

9 CONFERMENT

Fishinda is authorized to devolve any of its rights and obligations without restriction under the Terms.

10 MODIFICATIONS

Fishinda is legitimate to amend the Services at any time. These modifications might contain adding or removing features or discontinuing the Services.

Fishinda is also authorized to change the Terms at any time. Users get informed of major modifications of the Terms via e-mail 30 days in advance. Latest version of the Terms is published at <https://fishinda.com/aszf/>. In case users do not wish to accept such Terms, then the account can get terminated at any time. Any continued use of the Services following notification of modified Terms constitutes acceptance.

11 PAYMENT

Subscription to Fishinda's premium services by users under 18 years of age is official only in case of their legal guardian's approval. Fees of premium services are listed on www.fishinda.com. Occasionally varying fees are displayed on Fishinda website or apprized via e-mail notifications 30 days prior. Any continued use of the Services following the application of the new fees constitute consent.

12 THIRD PARTY SERVICES

Third party services might be made available via Fishinda, which might also include links to third party services. The above third party services are subject to third party terms and conditions, which constitute an agreement between users and the third party.

13 INTELLECTUAL PROPERTY

Users accept that all copyright, trademarks and other intellectual property rights relating to the Services are possessed by Fishinda or its licensors.

14 ENTIRE AGREEMENT

Terms and policies posted on Fishinda's website represent the entire agreement between users and FishBrain relating the Services, and replace all earlier agreements between the two parties.

In case that any policies of the Terms is considered to be invalid, nullified or for any reason infeasible, such policy should be adjusted and should not affect the validity and enforceability of the remaining provisions.

15 APPLICABLE LAW AND DISPUTES

The Terms shall be regulated by and interpreted correspondingly to the laws of Hungary. Users acknowledge that the courts of Hungary have non-exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement, or the infringement, termination or invalidity of the Agreement.

Budapest, Hungary, 23.03.2017.