

GENERAL TERMS AND CONDITIONS

1. Introduction

1.1 This General Terms and Conditions (hereinafter referred to as: GTC) will be applied in all cases when Full Moon Budapest (H-1055 Budapest, Szent István krt. 11., the company operating the hostel: Full Moon Budapest Ltd. (registered seat: H-1055 Budapest, Szent István krt. 11.), hereinafter referred to as the Service Provider) concludes an accommodation agreement with its Guests (hereinafter referred to as: Service Contract).

1.2 With regard to the fact that according to Section 6:78 (1) of the Hungarian Civil Code a general term will become a part of a contract if the party applying them has allowed for the other party to get acquainted with its content prior to the conclusion of the contract and if the other party have accepted that, the Service Provider represents that it has called it's its guests' attention that the link of the currently applicable General Terms and Conditions is available at website <http://www.fullmoonbudapest.com> and at the reception desk of the Hostel. In case of an oral Offer, along with accepting the Offer the Guest declares that he or she have read, understood and accepted the currently applicable General Terms and Conditions and that by accepting the Offer he or she also accepted the provisions of the Service Contract and the General Terms and Conditions as binding on him or herself.

1.3 According to point 2, this General Terms and Conditions constitute an integral part of all contracts concluded for the providing of accommodation services and/or Additional Services defined in Section 2 (hereinafter referred to as: Service Contract), which are concluded between the Service Provider and the Guest (or the Bearer of Costs) in terms of the Service defined in Section 2 according to the rules laid down in section 8.

2. Definitions

2.1 The terms and wordings used in the GTC (and/or the Service Contract) will have the following meanings:

2.2 Service Provider: Full Moon Budapest Ltd. (registered seat: H-1055 Budapest, Szent István krt. 11.).

2.3 Guest: a natural person using the Services of the Service Provider who is not covered by the term of Person(s) Accompanying the Guest.

2.4 Person(s) Accompanying the Guest: person(s) arriving and boarding in the Room together with the Guest who use the Accommodation Services and/or the Additional Services together with the Guest. In any case the GTC refers to the Guest, the Person(s) Accompanying the Guest will also deemed to be covered unless the GTC otherwise provides or concludes.

2.5 Bearer of Costs: the natural or legal person or business entity without legal personality which pays the Fees of the Services to the Service Provider. The Bearer of Costs can be the Guest, the Person(s) Accompanying

the Guest or a third person. Unless the GTC otherwise mentions, the term Guest will also mean the Bearer of Costs.

2.6 Fee or Price: The fee expressed in money to be paid to the Service Provider for the using of the given Service(s) which will be paid by the Guest or the Bearer of Costs.

2.7 Website: the website <http://www.fullmoonbudapest.com> operated by the Service Provider.

2.8 Accommodation Services: The providing of accommodation at the Hostel for the purpose of short-term stay, including night stay, and other services directly connected to them, like breakfast service.

2.9 Additional Services: Any other service provided by the Service Provider to its Guests further to the providing of Accommodation Services which are offered or provided by the Service Provider to its Guests. The list of Additional Services that are available for the Guests in a certain period is announced at the website.

2.10 Service: A summarizing term for the Accommodation Service and any possible Additional Services referred to in the Service Contract on the basis of the agreement of the parties.

2.11 Service Contract: The agreement concluded between the Contracting Parties the subject of which are the Services.

2.12 Contracting Parties: Parties to the Service Contract and to the General Terms and Conditions who are the Service Provider on one hand and the Guest or the Bearer of Costs on the other hand.

2.13 Hostel: Full Moon Budapest located at H-1055 Budapest Szent István krt. 11. operated by the Service Provider.

2.14 Room: the dwelling area within the Hostel with two, three, four, six or eight beds with the attached bathroom.

2.15 Additional Regulations: The Housing Rules, Data Processing Information and the Fire Protection Regulations to be found on the website of the Service Provider.

2.16 Credit card guarantee: For the securing of the using of the Services the Service Provider will be entitled to ask for the Following data of the bank card or credit card issued for name of the Guest or the Bearer of Costs: the type, number, date of expiry of the card, the name of the person entitled to the credit card or the bank card and in case of an American Express card the CVV code. For the processing of data the rules laid down in the Data Protection and Data Processing Information of the Service Provider will apply.

3. Applicable laws and regulations

3.1 The laws and regulations applicable to the legal relationship between the Service Provider and the Guest, either specifically identified in the GTC and/or the Service Contract or not, are non-exclusively the following:

- a) Act V of 2013 on the Civil Code of Hungary (hereinafter referred to as: Ptk.),
- b) Act CLXIV of 2005 on trade (hereinafter referred to as: Kertv.),
- c) Act LXXVI of 2009 on the commencement and pursuing of service providing (hereinafter referred to as: Service Providing Act),
- d) Act CLV of 1997 on consumer protection (hereinafter referred to as: Consumer Protection Act),
- e) Act XLVII of 2008 on the prohibition of unfair trade practices against consumers (hereinafter referred to as: Unfair Trade Practice Prohibition Act),
- f) Act CXII of 2011 on information autonomy rights and the freedom of information (hereinafter referred to as: Info Act),
- g) Act C of 1990 on local taxes (hereinafter referred to as: Htv.),
- h) Government Regulation No. 239/2009 (X.20.) on the detailed conditions of providing accommodation services and on the order of issuance of accommodation service provision licences (hereinafter referred to as: Gov. Reg. on Accommodation Services).

4. The scope of the GTC

4.1 This GTC will be published on the website of the Service Provider on July 1, 2019.

4.2 The GTC and its possible future modifications will enter into force by the publication thereof on the Website and its provisions will apply on Service Contracts concluded on the day of publication and thereafter.

4.3 Unless otherwise provided, the GTC cannot be applied to a Service Contract concluded prior to the publication of the GTC on the Website.

4.4 The objective scope of the GTC will cover all Service Contracts except for those which expressly lay down that the provisions of the GTC are not or only partly applicable.

4.5 The subjective scope of this GTC will cover the Contracting Parties.

5. Conclusion of the Service Contract

5.1 The Service Contract can be concluded between the Service Provider and the Guest or the Bearer of Costs in a written form.

5.2 On the oral or written request for an offer of the Guest the Service Provider will send and offer in writing in all cases. If an expressed written order is not received within 24 hours from the sending of the offer, then the Service Provider will no longer be bound to the offer.

5.3 The Service Contract will exclusively be concluded by the written confirmation of the Service Provider of the oral or written reservation made by the Guest, therefore it will be deemed as a Service Contract concluded in writing.

5.4 The Service Contract will be concluded with the Guests coming in from the street by the joint accepting and signing of the printed offer of the Service Provider handed over to the Guest and by the accepting of this GTC, the Housing Rules and Data Processing Information.

5.5 In case of any possible disputes between the Contracting Parties on the existence, conclusion and/or the content of the Service Contract or on the termination of the Service Contract by proper fulfilment of the services or on the termination thereof without fulfilment, then the existence, conclusion and/or the content of the Service Contract, as well as the termination of the Service Contract with proper fulfilment of services or termination without fulfilment must be proved in case of a possible legal dispute by the party which furnishes a claim based on the existence, conclusion and/or the certain content of the Service Contract or on the termination thereof with or without a proper fulfilment of services.

6. Content of the Service Contract

6.1 Unless otherwise provided, the Service Contract must at least contain the following:

- a) the starting and ending time of the Accommodation Service i.e. the date of arrival (hereinafter referred to as: Day of Arrival), and the date of leave (hereinafter referred to as: Day of Leave),
- b) the name of the Guest,
- c) the email or the address of the Guest,
- d) the phone number of the Guest,
- e) the number of Person(s) Accompanying the Guest arriving with the Guest,
- f) the conditions of reservation and cancellation,
- g) the details of the Accommodation Service including the intended type of the Room and services,
- h) the Fees payable and the method of payment intended by the Guest,
- i) indication if the Fees payable are non-refundable,
- j) if the Guest and the Bearer of Costs are not the same person, the (company)name, address and registered seat of the Bearer Of Costs, in case of a company furthermore, the tax registration number of the Bearer of Costs must also be indicated, in which latter case the Service Contract will be concluded between the Service Provider and the Bearer of Costs,
- k) the Additional Services ordered by the Guest.

6.2 If the minimum content of the Service Contract defined above cannot be clearly identified from the Service Contract itself then the conditions of this GTC and that of the actions, package offers and discounts in effect at the time of the conclusion of the Service

Contract will supplement the content of the Service Contract.

6.3 The Service Contract will be concluded for a definite period of time (the period between the Day of Arrival and the Day of Leave including those 2 days).

6.4 By the conclusion of the Service Contract

a) the Service Provider undertakes to provide for the Guest and for the Person(s) Accompanying the Guest the Accommodation Services and, if such are defined, the Additional Services according to the Service Contract and to this GTC, and

b) the Guest

I. undertakes to use the services together with the Person(s) Accompanying the Guest,

II. to take responsibility for the behaviour of the Person(s) Accompanying the Guest,

III. to pay the Fees of the Services used to the Service Provider in due time even in cases if the Bearer of Costs is a different person but it fails to pay in time.

6.5 The Service Provider and the Guest are entitled to modify the content of the Service Contract with anonymous and joint will.

7. Termination of the Service Contract

7.1 The Service Contract will terminate by the proper fulfilment thereof. Furthermore, the Contracting Parties are entitled any time to terminate the Service Contract in writing by mutual agreement.

7.2 The Service Contract cannot be terminated by ordinary termination notice by one of the parties.

7.3 The Guest is entitled to terminate the Service Contract by immediate notice in the unexpected case if

a) the Service Provider provides the Services to the Guest and the Person(s) Accompanying the Guest in a way which seriously violates the provisions of the Service Contract and the Service Provider fails to provide a service according to the Service Contract after the notice of the Guest,

b) the Service Provider or a person acting in the interest or for the benefit of the Service Provider, or any other Guests conduct a behaviour against the Guest (and/or the Person(s) Accompanying the Guest) which is apparently contrary to the demand of the Guest to the peaceful staying and resting at the Hostel and/or to the requirements of human cohabitation, or scandalous or otherwise unacceptable, and it is not remedied by the Service Provider upon notice by the Guest,

c) a person acting in the interests or for the benefit of the Service Provider or any other guests suffers from an infectious disease which jeopardises the health of the Guest or the Person(s) Accompanying the Guest.

In the case of point a) and b) the immediate notice need not be preceded by a notice of the Guest if the objected behaviour is so serious that the sustenance of the Service Contract cannot be expected from the Guest.

7.4 The Service Provider will be entitled to terminate the Contract by immediate notice in the unexpected case if

a) the Guest and/or the Person(s) Accompanying the Guest are intending to use the Services for a higher number of Guests than confirmed and the sufficient number of rooms or room types are not available for the number of Guests shown up,

b) the Guest and/or the Person(s) Accompanying the Guest have expressed a special demand to the Service Provider at the time of arrival or thereafter, which should have been notified in the call for an offer and the fulfilment of which would impose significant costs on the Service Provider or the fulfilment thereof would infringe the relevant legal rules or the General Terms and Conditions, so that the fulfilment of the Service Contract cannot be expected from the Service Provider,

c) the Guest and/or the Person(s) Accompanying the Guest damages the Hostel including the Room and/or uses it in contrary to its designed purpose and will not stop it after notification,

d) the Guest and/or the Person(s) Accompanying the Guest does not obey the security regulations of the Service Provider or conducts a behaviour that is unacceptable or harming the employees of the Service Provider, influenced by alcohol or drugs, conducts threatening, harmful or otherwise unacceptable behaviour against other guests of the Hostel or other persons being at the Hostel or otherwise conducts a behaviour that is contrary to peaceful resting or to the requirements of human cohabitation or otherwise scandalous or unacceptable and will not stop it after notification,

e) the Guest commits a crime,

f) the Guest and/or the Person(s) Accompanying the Guest bears an infectious disease which threatens the health of the persons defined in point b.

In the case of point a) and b) the immediate notice need not be preceded by a notice to the Guest if the objected behaviour is so serious that the sustenance of the Service Contract cannot be expected from the Service Provider.

7.5 In either case of termination by immediate notice described above, any outstanding Fees payable by the Guest will immediately become due simultaneously with termination.

7.6 If the Service Contract was terminated by the Service Provider by immediate notice due to a reason accountable to the Guest, the Service Provider will be entitled to the full amount of Fees agreed upon in the Service Contract, however the Service Provider may opt for partial or no payment.

7.7 If the Service Contract was terminated by the Guest by immediate notice due to a reason accountable to the Service Provider, then the Guest must pay to the Service Provider the Fees payable for the part of the Services already used, however the Guest will not be obliged to pay for the Services not yet used. If the Guest has already paid for Services not yet used then the Fees

thereof must be reimbursed by the Service Provider in the same manner as it was paid.

7.8 These provisions will not affect any obligations of the Service Provider or the Guest to pay damages according to this GTC or the legal rules.

7.9 The Service Contract will also terminate by the death of the Guest.

7.10 If the Service Contract concluded between the Parties cannot be fulfilled due to force majeure, the Service Contract will terminate and in that case the Parties cannot claim any compensation from each other in connection with the Service Contract.

7.11 Force majeure is a cause or circumstance over which none of the Parties have control (like war, fire, flood, weather extremities, electricity outage, strike, etc.) therefore the Contracting Parties will be acquitted from the fulfilment of their obligations referred to in the Service Contract for the time these causes or circumstances occur. The Service Provider and the Guest (Bearer of Costs) agree that they will do all their best to minimise the opportunity of the occurrence of these causes and circumstances to the lowest possible level and to remedy the damage or delay caused by them as soon as possible.

8. Relationship of the Service Contract and the GTC

8.1 By the conclusion of the Service Contract the provisions of the GTC will be valid and binding on the Contracting Parties.

8.2 The actual GTC will fill in the content of the Service Contract and will supplement, interpret and explain the provision thereof.

8.3 If the Contracting Parties agree to diverge from the provisions of the GTC in the Service Contract or other agreement then the Contracting Parties will consider those provided for in that Service Contract or other agreement to prevail.

9. General provisions

9.1 The actual GTC will explain, detail and contain the general conditions of the legal relationship concluded between the Service Provider and the Guest or Bearer of Costs.

9.2 Special and unique conditions are not part of this GTC, however it does not exclude the conclusion of special agreements or other contracts with the Guest.

9.3 The GTC does also not exclude the opportunity that the Service Provider conclude special agreements with travel mediators, organisers or third persons with the content and conditions appropriate for those kind of agreements.

9.4 According to the above mentioned, in case of a demand for group accommodation services, the Service Provider will be entitled to diverge from the provisions of the GTC and impose further conditions like down payment to conclude the Service Contract and it is basically entitled to establish terms and conditions different from those of the GTC in case of group accommodation services with regard to the nature of the demands.

9.5 The Services must be provided by the Service Provider according to the Service Contract and to the provisions of the GTC, in a quality in accordance with the classification level of the Hostel and with the prevailing legal requirements, and at the best expectable level of service.

9.6 Additional Services are not part of the Accommodation Services, therefore the Guest cannot claim them as part of the general Accommodation Services. Accordingly, if a service (like breakfast or spa pass) is considered as directly connected to a certain kind of accommodation service therefore a part of it, it doesn't necessarily mean that this service is also a part of another type of accommodation service, therefore in this latter case the Guest can only use that service within the framework of a special agreement with the Service Provider as a Additional Service.

9.7 The announcements and offers of the Service Provider on its actual different Services and the contents thereof are published on the Website of the Service Provider.

9.8 According to Act XLII of 1999 on the protection of non-smokers, smoking is prohibited in the closed premises (including guest rooms) and closed community areas of the Hostel. Smoking is allowed at the outdoor open corridor of each floor at the designated places, except for the 4th floor. Smoking on the 4th floor is prohibited for Guests. At the areas defined by the law signs have been placed by the Hostel calling on the obligation to obey the provisions of the act mentioned. The employees of the Hostel are entitled to call the attention of the Guests and of other persons being at the territory of the Hostel to obey the requirements of the said act and to stop violating behaviours. The Guest and all persons being at the territory of the Hostel are obliged to keep the regulations and to obey any notifications. In case the operator of the Hostel is punished by the local authorities to pay fines on the basis of the said act due to the violating behaviour of any Guests or other persons being on the territory of the Hostel, then the operator reserves the right to devolve the payment of the fine to the person violating the provisions, or to claim the payment of the fine from the Guest or person concerned.. In case of smoking in a room the Service Provider will impose an obligatory cleaning fee on the Guest according to 10.11 of this GTC.

10. Rights and obligations of the Guest

10.1 The actual GTC, the Service Contract, the applicable laws and the additional regulations published on the Website of the Service Provider define the rights and obligations of the Service Provider and of the Guest. Therefore the listing below cannot be deemed as a full and whole list of them, it is only outlining and identifying some examples.

10.2 By the conclusion of the Service Contract the Guest declares the provisions of the Additional Regulations as binding on him- or herself and will be obliged to obey them.

10.3 According to the Service Contract the Guest and the Person(s) Accompanying the Guest are entitled

to use the Room ordered and the related community areas of the Hostel in an orderly manner and are not subject to special conditions.

10.4 The Guest are entitled to make a complaint during his or her stay at the Hostel in terms of the performance of services provided by the Service Provider. The right of the Guest to make a complaint will terminate after leaving the Hostel.

10.5 The Guest/Bearer of Costs is obliged to pay the Fees of the Services ordered in the Service Contract before the due date and in the manner defined in the Service Contract.

10.6 The Guest must provide that children under 14 under his or her responsibility stay in any premises of the Hostel under the supervision of an adult.

10.7 The Guest is obliged to inform the Service Provider at the time of the call for an offer on any circumstances that might influence the using of the Services with special regard but not limited to the following:

- a) intention to bring pets,
- b) being in the status of bearing a serious infectious disease,
- c) special dietary needs (diabetes, allergy, vegetarian, etc.), etc.

10.8 The guest must refrain from any behaviour that is obviously contrary to peaceful stay at the Hostel and to the requirements of human cohabitation, otherwise scandalous or unacceptable or qualify as a crime.

10.9 The Guest can bring small pets to the Hostel upon the payment of a special fee which can be kept at the Room under the supervision of the Guest. The Guest and the Person(s) Accompanying the Guest can bring one small pet per person. Depending on the size of the pet the Service Provider reserves the right to reject the bringing of the pet. With a pet the Guest can only use community areas for the approaching of the Room, other premises (like the restaurant) cannot be entered with pets. The Guest undertakes full responsibility for any damage caused by the pet. Guard dogs for blinds are allowed even if they are not small-sized.

10.10 In case the Guest use the Room in a disorderly manner or in a way that is contrary to the provisions of the GTC or any Additional Regulations, the Guest will be obliged do use the cleaning service and to pay the fees thereof.

10.11 In case the Guest or the Person(s) Accompanying the Guest smoke in the Room or conducts and activity that is contrary to the Accommodation Service due to which the cleaning of the Room needs extraordinary efforts, the Service Provider will be entitled to charge a special cleaning fee.

10.12 In case the Guest and or the Person(s) Accompanying the Guest do not leave the Room in the agreed time, the Service Provider will be entitled to charge a special fee against the Guest for the further use of the Room (hereinafter referred to as: Further Use

Fee), the rate of which is announced at the Website and at the reception desk. The Further Use Fee, if charged, must be paid by the Guest to the Service Provider together with other Fees.

11. Rights and obligations of the Service Provider

11.1 The Service Provider is entitled to reject the call for an offer of the Guest, if it is likely that it cannot provide the Services requested.

11.2 As a security for its claims concerning the Service and the Fees, the Service Provider is entitled to the right of lien over the items taken by the Guest to the Hostel.

11.3 The Service Provider is entitled to warn the guest and the Person(s) Accompanying the Guest to keep the order of the Hostel or, if necessary, to request a police or other authority measure against the Guest.

11.4 The Service Provider must inform the Guest about any circumstances occurring at the Hostel at the time of stay of the Guest which may affect or impede the using of a Service.

11.5 The Service Provider must obey the provisions of the Service Contract and of the actual GTC and of the Additional Regulations, furthermore to represent and enhance the enforcement of the Guests rights and interests as far as possible.

11.6 The Service Provider must implement all measures required for the sound provision of the Services.

12. Accommodation guarantee

12.1 If the Service Provider cannot provide the Services agreed upon in the Service Contract by its own fault (eg. due to overbooking, temporary operation problems, etc.) then it will be obliged to immediately provide for the accommodation of the Guest.

12.2 The Service Provider will

a) provide or offer the Services agreed upon in the Service Contract for the price confirmed, for the term agreed or until the termination of the hindrance at another accommodation of the same or higher category, any extra costs of which will be borne by the Service Provider, and

b) provide free transfer for the Guest to the offered substitution accommodation and to moving back to the Hostel, if applicable.

12.3 In the case of a well found complaint on the quality of the Room the Service Provider will be obliged to move the Guest to another Room without any modification of the Fees agreed on in the Service Contract. If the Service Provider is unable to move the Guest to another Room of the Hostel then the Service Provider will act according to 12.1-2.

12.4 If the Service Provider properly fulfils these obligations, and the Guest has accepted the substitution accommodation offered, then the Guest will not be entitled to any compensation claims.

13. Cancellation terms

13.1 Unless the Service Provider defined otherwise in its offer, the Guest is entitled to cancel the Service at latest 24 hours preceding the date of arrival defined in the Service Contract.

13.2 Subsequent to the time defined above the Guest will not be entitled to cancel the Service and must pay penalty in case of cancellation, the rate of which is an amount equal to the accommodation fee of the first night.

14. Moving into the Rooms and leaving

14.1 The Guest and the Person(s) Accompanying the Guest are entitled to move into the Room on the Day of Arrival defined in the Service Contract from 15:00 pm. (check-in) and will be obliged to leave the Room on the Day of Leave at latest by 11.30 am. (check-out).

14.2 Persons under the adult age are only entitled to use the Services of the Service Provider together with an adult Guest as a Person Accompanying the Guest, therefore he or she is only entitled to move into the Room with an adult Guest.

14.3 The Guests and the Person(s) Accompanying the Guest will be obliged to register at the reception desk of the Hostel before moving into the Room, and in the course of that they must show to the employee of the Hostel their valid IDs which are appropriate for the establishment of their identities, preferably their personal ID cards, passports or driving licences.

14.4 The unexpected case if the Guest or the Person Accompanying and arriving with the Guest are not consenting to the identification procedure in the course of the registration detailed above in point 14.3, that will be deemed as if the Guest had cancelled the Service in an inappropriate manner, therefore it will be obliged to pay the penalty provided for in 13.2.

14.5 After registration the Guest will receive a magnetic card for access in the Room, for which the Guest must deposit 10,000 HUF at the time of its takeover. The deposit will be repaid to the Guest at the Day of Leave defined in the Service Contract, if he or she has returned the magnetic card and no damage was caused to the Room.

14.6 If the Guest (and the Person(s) Accompanying the Guest) wish to move into the Room before 15:00 pm. on the Day of Arrival, they must notify the Hostel thereof and it may be allowed if it is possible for the Hostel and if it is especially mentioned in the Service Contract. The Service Provider will decide upon such requests individually according to individual circumstances and its permission, if provided, will exclusively be applicable to that one Service Contract concerned.

14.7 If the Guest leaves the Room for good before the date specified. i.e. the Day of Leave, the Service Provider will be entitled to the full Fees payable for the Service.

14.8 The Service Provider will be entitled to let out the Room that becomes empty prior to the expiry date of the Service, i.e. the Day of Leave.

15. Extension of term

15.1 The extension of the term of the Service requested by the Guest must be approved by the Service Provider in advance. In such cases the Service Provider may request the payment of the Fees of the Services already provided.

15.2 The extension of the term of the Service must be requested at the reception desk of the Hostel at latest before 12:00 am. of the day preceding the Day of Leave.

15.3 The Service Provider will not be obliged to fulfil the request of the Guest to the extension of the term of the Service. The extension of the term of the Service depends on the current rate of booking of the Hostel rooms.

15.4 In case of extension the best price available on the Day of Leave will be applied for the Room and the extended Services. As an act of fairness the Service Provider may diverge from this provision for the benefit of the Guest.

16. Failure to resort to the Services

16.1 In case of a Guest who fails to show up without prior notice, if the use of Service is not secured by a credit card guarantee or in any other manner provided for in the Service Contract, then the Guest will not be obliged to pay the Fees.

16.2 In case of a Guest who fails to show up without prior notice and if the use of the Service was secured by a credit card guarantee or in any other manner provided for in the Service Contract, then the full Fees quoted in the Offer accepted by the Guest will be charged without any discount, in which case the Room booked will be reserved and made available for the whole term of the Service. If the Guest starts using the Service after the starting date of the reservation, the Guest in delay will not be entitled to request the repayment of the Fees proportional to the part of Services not used.

16.3 In case of ordering of the special condition Offers of the Service Provider or in case of group travel or events, the Service Provider will be entitled to diverge from the above provisions in the Service Contract.

17. Illness or death of the Guest

17.1 If during the time of using the Services the Guest and/or the Person(s) Accompanying the Guest gets ill and becomes unable to act in his or her interest on his or her own, the Service Provider offers medical service.

17.2 In case of illness or death of the Guest the Service Provider will be entitled to the compensation of its costs from the relatives, successors of the ill or deceased Guest or from the Bearer of Costs, incurred in connection with medical treatment or any possible damage that occurred in the Room or the Hostel or of its equipment in connection with the illness or death, or with the transportation of the corpse.

17.3 As an act of fairness, the Service Provider will not claim the Fees of the Services used by the deceased Guest before his or her death up to the limit of 100,000 HUF. In case if the Fees due exceed 100,000 HUF, the Service Provider will claim the part of the Fees exceeding the limit mentioned from the successors of the deceased Guest.

18. Fees of the Services and the payment thereof

18.1 The Guest or the Bearer of Costs is entitled to and obliged to pay the Fees of the Services at latest on the Day of Leave by means of

- a) advance payment by bank transfer,
- b) cash payment at the Hostel,
- c) bank card, or
- d) by the combination of the above.

18.2 The list of the bank card types accepted by the Service Provider will be announced at the Website of the Service Provider and at the reception desk of the Hostel.

18.3 The Guest is entitled to pay the Fees or part of the Fees to the Service Provider in any currencies listed on the Website, in the course of which the exchange rate indicated at the reception of the Hostel on the day of payment will be applied when exchanging the amount of the currency paid to Hungarian forints, which rate is defined unilaterally by the Service Provider. Payment in a foreign currency other than listed is subject to the agreement of the Parties.

18.4 The Fees payable consist of three parts

- a) fees of Accommodation Services,
- b) fees of Additional Services,
- c) amount of taxes (VAT and tourist tax).

18.5 For the securing of the use of Services and the payment of the Fees the Service Provider is entitled to demand a credit card guarantee, in the course of which the full amount or part of the Fees of the Services ordered and confirmed will be blocked by the Service Provider on the bank card or credit card according to the actual provisions of the GTC.

18.6 In case of a credit card guarantee the Service Provider will be entitled to check the validity of the credit or bank card given in a way that at it debits 1,000 HUF or 1 EUR on the bank account behind the bank card and then immediately withdraws the debit restoring the account in its original state.

18.7 In its Offer the Service Provider defines the Fees of the Services as well as the amounts of taxes defined by the laws applicable at the time of giving the Offer. The Service Provider will be bound to the Fees given in the Offer and accepted by the Guest, it cannot change that that subsequently.

18.8 As an exception to the provisions of 18.7, any excess cost due to the change prior to the day of payment of the tax and or duty laws applicable at the time of the Offer, can be charged by the Service Provider to the Guest or the Bearer of Costs, which is subject to prior notification. In case the change of law after the

giving of the offer imposes more favourable taxes on the Guest or the Bearer of Costs on the day of payment, then the Service Provider is obliged to charge the lower rate on the Guest or the Bearer of Costs.

18.9 The actual Fees, benefits, discount package offers and other offers are announced by the Service Provider on its Website.

18.10 The Fees announced can be changed freely any time without prior notification by the Service Provider.

18.11 The actual Fees of the Services and the Additional Services will be deemed as integral parts and inseparable annexes of the actual GTC and must be interpreted together with them.

18.12 The Service Provider is obliged to issue an invoice on the Fees payable according to the provisions of the applicable laws.

19. Handling of complaints

19.1 Any possible complaints of the Guest or the Person(s) Accompanying the Guest during the time of use of the Accommodation Services concerning the behaviour, act or omission of the Service Provider or of a person acting in the benefit of the Service Provider, the quality or lack of a given Service, the quality of the Room or its equipment can be submitted to the Service Provider at the reception desk at latest on the Day or Leave orally or in writing in the Book of Complaints.

19.2 The Service Provider must handle, inspect and give a reply to the complaint according to the provisions of the Act on Consumer Protection.

20. Liability for compensation

20.1 The Service Provider will take liability for any and all damage to the Guest that occurred within the Hostel as a default of the employees of the Service Provider or of the persons acting for the benefit of the Service Provider.

20.2 The liability of the Service Provider will not cover damage events which occur as a consequence of an unavertable external cause out of the sphere of action of the employees and Guests of the Service Provider or it was caused by the Guest.

20.3 For the damage suffered by the Guest due to the loss, destruction or damaging of his or her belongings, the Service Provider will be liable only in case if the item concerned was deposited by the Guest in the central safe of the Hostel at the reception desk.

20.4 The liability of the Service Provider will be excluded if it proves that the damage caused to the item deposited in the central safe of the Hostel was due to an unavertable external course out of the sphere of action of the employees and other Guests of the Hostel or was caused by the Guest.

20.5 The Service Provider is entitled to designate premises in the Hostel where the Guest and or the Person(s) Accompanying the Guest are not entitled to enter. Any damage suffered in such places will be excluded from the liability of the Service Provider since such damage events shall be deemed as caused by the Guest and or the Person(s) Accompanying the Guest.

20.6 The Service Provider shall be liable for the damage occurring due to any possible defaults of the Hostel, if the rules of maintenance were neglected by the Service Provider and/or the Service Provider didn't act in a reasonably expectable manner in the course of maintenance in order to prevent the occurrence of damage, unless that liability must be judged according to the rules concerning non-contractual damage or damage caused by breach of contract. The fact that the rules of maintenance were obeyed and that the Service Provider acted as reasonably expectable in the course of the maintenance in order to prevent the occurrence of damage must be justified by the Service Provider, if that is disputed. For the liability of the Service Provider for non-contractual damage or for damage caused by breach of contract, the provisions of the Hungarian Civil Code shall prevail.

20.7 The compensation payable by the Service Provider is an amount equivalent to the amount of the damage but limited to 50 times the daily Room Price rate.

20.8 The recognition of the damage suffered by the Guest must be immediately notified to the Service Provider, which must include all relevant data required for the inspection of the circumstances of the damage event and/or possibly for the taking of minutes or procedure of police authorities.

20.9 The Guest will be liable for all damage caused by the Guest to the Service Provider or other third persons regardless of the fact that the sufferer of the damage will be entitled to claim compensation directly from the Service Provider.

20.10 In case if it is revealed only after the final leave of the Guest that the Guest has undoubtedly caused damage to the property of the Service Provider other Guests or third persons, then the Service Provider will be entitled to recover the amount of damage from the Guest, even by debiting its bank or credit card. In such a case the Service Provider will be obliged to keep all undisputable evidence including any possible surveillance camera recordings for 3 years in its original form and make it available for the authorities if needed.

20.11 In case if after the final leave of the Guest it is highly assumable that the Guest has caused damage to the property of the Service Provider, other Guests or third persons, then the Service Provider will be obliged to initiate a police authority procedure against the Guest and to hand over all evidence to the acting authority in order to clear the case.

20.12 The amount of the financial damage caused by the Guest will be established by the Service Provider according to the Compensation Fee List displayed at the reception desk, which, by means of signing this GTC, is accepted by the Guest and it will not dispute the values defined.

20.13 If the value of the damage cannot be established according to the Compensation Fee List, the amount thereof will be established by the Service Provider upon its own judgement. If the Guest being at the Hostel disputes the value of the damage caused by

him or her, then the Guest may turn to the manager of the employee who has established the amount for correction. If the Guest still does not except the value established, then he or she will be entitled to take legal action according to the current applicable laws.

20.14 Prior to the leave of the Guest the Service Provider is entitled to check the condition of the Room. If the Service Provider establishes the liability of the Guest to pay compensation in the amount according to the Compensation Fee List or an amount established by the Service Provider, then the amount will be invoiced to the Guest before checkout. In terms of the Service Contract the damage caused by the Guest will be deemed as a counter value of the Services which will be enforced by the Service Provider as such.

20.15 For the purposes of point 20., the term Guest will also mean the Person(s) Accompanying the Guest as well as the pet taken to the Hostel by the Guest.

21. Data processing and confidentiality

21.1 For the processing of data the actual Data Processing Information of the Service Provider will be applicable, which is formally independent from the GTC.

21.2 The Service Provided represents that it will handle all information and data concerning the Guest and or the Person(s) Accompanying the Guest as confidential data and this confidentiality obligation will remain for 10 years from getting to know them. The protection of data will otherwise be carried out by the Service Provider according to the Data Processing Information.

22. Other provisions

22.1 If this GTC establishes a right or obligation concerning the Service Provider then the beneficiary or exerciser of those rights and the performer of those obligations will primarily be an employee of the Service Provider with at least the rank of a manager and only secondly the CEO of the Service Provider.

22.2 Such an employee of the Service Provider will be obliged to thoroughly clear the case concerned and to exercise rights and perform obligations accordingly.

22.3 If the Guest or the Person(s) Accompanying the Guest cannot accept the decision of the said employee, then the Guest will be entitled to submit its complaint do the superior of the employee according to the provisions of the Complaint Handling Regulations, except if the actual GTC establishes special rules for the resolution of the complaint concerned.

22.4 If the Service Contract with the Service Provider is concluded by the persons using the Services jointly as Guest, then these Guests will be deemed as joined and several obligees in terms of the Service Contract concluded.

22.5 If any provisions of the Service Contract and or the GTC which forms an integral part thereof becomes wholly or partly invalid, that will not affect the validity of the remaining provisions. In this case, by means of interpretation or supplementation, new provisions should be found which are sufficient for the realisation

of the intended legal effect envisaged by the invalid provision.

22.6 Each provision and annex of the Service Contract and of the GTC will be judged and applied as a part of the agreement of the Parties, according to their actual content, without regard to the way there they were announced or communicated.

22.7 The Service Provider will be entitled any time to unilaterally modify the notifications, discounts, package offers and benefits concerning the provision of the different type of Accommodation Services and/or Additional Services, as well as the relevant house regulations, at the same time unilaterally modifying the GTC accordingly, but such modifications will not affect the content of the Service Contracts already concluded.

22.8 The Service Provider reserves the right to modify this GTC for the reason of harmonizing it with the possibly changing legal background and with other internal regulations.

22.9 In the course of their legal relationship based on the Service Contract and the GTC as well as in the course of their activities performed thereupon, the Contracting Parties will be obliged to act with due regard to the rights and interests of the other Party, omitting any behaviour that might obstacle or hinder the operation of the other Party, and to take all actions required in order to peacefully resolve any legal disputes occurring in connection with the Service Contract.

22.10 For the issues not regulated in the GTC, the Hungarian legal rules and authority regulations as well as the provisions of the Hungarian Civil Code concerning the activities of the Service Provider will prevail, without any further special provisions.

Done at Budapest, Sept 1, 2020

Full Moon Budapest Ltd.