

This document contains the official **General Terms and Conditions, Rental Agreement, and Privacy Policy** established by "memoringphone.com". We reserve the right to modify the content of this document and the website at any time.

Regarding the rental of the Memoring Video Guestbook, the Rental Agreement is the primary guideline.

The scope of these GTCs extends to legal relationships occurring on the Service Provider's website (<https://www.memoringphone.com/>) and its subdomains. These GTCs are continuously accessible from the following website:

<https://www.memoringphone.com/hu/aszf> and can be downloaded from the download link found at the top of the page.

GTC - General Terms and Conditions

This document is not filed, it is concluded exclusively in electronic form, does not constitute a written contract, and is written in Hungarian. For questions related to the operation of the webshop, ordering, and delivery process, our provided contact information is at your disposal.

1.) Service Provider's details, Imprint

Company name: INPHONE Data Processing and Information Service Limited
Liability Company

Abbreviated name: INPHONE Ltd.

Headquarters: Hungary, 1118 Budapest, Rétköz street 5.

Phone: +36 1 444 5222

Email: info@memoringphone.com

Web: memoringphone.com

Registering authority: Metropolitan Court of Registration

Company registration number: 01 09 562494

Tax number: 12112603-2-43

Original language of the contract: Hungarian

Name, address, email of the hosting provider:

Microsoft Azure Storage through CSP Hungary

HRP Hungary Ltd.

Husztí road 34.

1033 Budapest

+3614524646

info@csphungary.hu

2.) Basic Provisions:

2.1. For matters not regulated in these General Terms and Conditions (GTC) and for the interpretation of these GTC, Hungarian law shall prevail, with particular attention to the Civil Code Act V of 2013 ("Ptk.") and Act CVIII of 2001 on Certain Issues of Electronic

Commerce Services and Information Society Services ("Elker. tv."), and Government Decree 45/2014. (II. 26.) on detailed rules for contracts between consumers and businesses. The mandatory provisions of the relevant legislation are applicable to the parties without special stipulation. Also applicable are the Provider's Data Handling Rules realized under these GTCs, available as an annex to this document, and on the website <https://www.memoringphone.com/hu/adatkezeles>.

2.2. These GTCs are effective from October 25, 2023, and remain in effect until revoked. The Service Provider is entitled to unilaterally modify the GTCs. Modifications are published by the Service Provider on the websites 15 (fifteen) days before they take effect. The User has the right to, if they do not wish to accept the modified GTCs, terminate it with immediate effect by a unilateral declaration to the Service Provider before its entry into force. If the User does not terminate the contract before the entry into force of the modified GTCs, the GTCs will remain in effect with the modified content for them.

2.3. The User, by entering the webshop operated by the Service Provider or reading its content in any way – even if they are not a registered user of the webshop, acknowledges the contents of the GTCs, the terms of use of the website, and the Privacy Policy as binding. If the User does not accept the terms, they are not authorized to view the content of the webshop.

2.4. The Service Provider reserves all rights regarding the webshop website, any details of it, the contents appearing on it, and the distribution of the website. It is prohibited to download, electronically store, process, and sell the contents of the webshop or any details thereof without the written consent of the Service Provider.

3.) Booking and Purchasing on the Website

3.1. By purchasing/booking/registering on the website, the User declares that they have read and accept the terms of the GTC and the Privacy Policy published on the website, and consent to the data processing. Successful registration establishes a delivery framework agreement between the Parties according to these GTCs.

3.2. The User must provide their own, real data during purchase/booking/registration. If false or data belonging to another person is provided during purchase/booking/registration, the resulting electronic contract is null and void. The Service Provider excludes liability if the User uses its services in another person's name or with another person's data.

3.3. The Service Provider is not liable for any delivery delay, or other problems or errors attributable to incorrectly and/or inaccurately provided data by the User.

3.4. The User can register on the website by opening the Booking interface (<https://reservation.memoringphone.com/>) and entering the required Email address and Password.

3.5. The booking/purchasing process

3.5 a) The first step of the booking/purchasing process is opening the booking interface (<https://reservation.memoringphone.com/>) and the User's registration according to point 3.4, or logging in if they already have an account.

3.5 b) After logging in, the User must provide Order and User data as described in point 2. Mandatory data include: "Event date, Type of event, Surname, First name, Email address, Phone number, How did you hear about us?". The type of device to be booked can also be specified here.

Optionally, the Event location can be provided. For easier understanding, clicking on the "i" icon displays additional information.

3.5 c) By clicking the "Next" button, the User provides Billing and Shipping information on the next page. Required data include "Name, Postal code, City, Street, House number". For company purchases, this is supplemented with the Tax number.

3.5 d) Shipping details can be provided by the User after booking by logging into their Memoring profile and selecting the relevant booking under the My Bookings menu.

3.5 e) The User can choose the payment method. Payment is made according to the Rental Agreement, sections 4. Advance Payment, 5. a) Payment Schedule, and 5. b) Online Payments.

3.5 f) After accepting the GTC and the Rental Agreement, the User can proceed to the Summary interface, where they can save their Booking by clicking on the Order and Payment button after ensuring the accuracy of the data.

3.6. Detailed information and descriptions of the products and services are available on the Home page, under the "Rental price process" menu, and in the "Rental Agreement" document.

3.7. If the User provides incorrect information and thus creates an order, they are obliged to immediately notify Customer Service by email at "info@memoringphone.com" or by phone at +36 1 444 5222 to correct the information immediately. Our phone customer service is available from Monday to Saturday, between 10 am and 6 pm.

3.8. Order confirmation is sent to the email address provided by the User within 24 hours of placing the order.

4.) Delivery and Payment Terms, Fulfillment

4.1. The User can pay with online credit card payment. Online credit card payments are processed through the Barion system. The merchant does not receive the credit card details. Barion Payment Inc. is an institution under the supervision of the National Bank of Hungary, license number: H-EN-I-1064/2013.i.

4.2. In the case of Device rental, payment obligations are fulfilled in accordance with the "Rental Agreement" document.

4.3. The User can provide shipping details during the Booking process or within their personal Profile for a selected booking. For rentals, providing Delivery and Return details is mandatory.

4.4. Delivery is fulfilled according to point 6 of the "Rental Agreement", which means that home delivery is carried out two business days before the start of the specified event.

4.5. Personal pickup is not possible by default. For individual requests, please contact our customer service.

4.6. For deliveries within Hungary, the Rental fee includes the shipping cost.

4.7. Through our automated billing system, the invoice is automatically sent to the User's provided email address following the fulfillment of the payment obligation.

5.) Right of Withdrawal

5.1. In accordance with Directive 2011/83/EU of the European Parliament and of the Council and Government Decree 45/2014. (II.26.) on detailed rules for contracts between consumers and businesses, the Consumer has the right to withdraw from the contract without justification within 14 days of receiving the ordered product. In the absence of this information, the Consumer is entitled to exercise their right of withdrawal within 1 year.

5.2. The period for exercising the right of withdrawal expires 14 days after the day on which the Consumer, or a third party other than the carrier and indicated by the Consumer, acquires physical possession of the goods.

5.3. The Consumer may exercise their right of withdrawal between the date of conclusion of the contract and the date of receipt of the goods.

5.4. The Consumer must bear the cost of returning the product; the business has not undertaken to bear this cost.

5.5. When exercising the right of withdrawal, the Consumer is only liable for the cost of returning the product, however, the Service Provider may request compensation for material damage resulting from improper use.

5.6. If the Consumer does not wish to receive the ordered product or use the ordered service, the Seller shall proceed as follows:

5.6. a) For a product not pre-manufactured and made based on the Consumer's instruction or request, or clearly personalized, the Buyer is not entitled to the right of withdrawal. In this case, the Buyer is obliged to accept and pay for the device or service.

5.6. b) If the Buyer does not accept a non-pre-manufactured or personalized device, they must reimburse the Seller for all costs incurred during the specification

and production of the device. If a part of the purchase price was paid as a deposit following the order of the customized device, only the portion exceeding the cost of custom production is refundable, if the paid deposit is higher than the cost incurred for reprocessing the device for resale.

5.7. The Consumer is also not entitled to exercise the right of withdrawal

5.7. a) For a contract for the provision of services, after the complete provision of the service, if the Service Provider began the performance with the Consumer's explicit prior consent, and the Consumer acknowledged that they would lose their right to withdraw after the completion of the service.

5.7. b) For a product or service whose price or fee depends on fluctuations in the financial market beyond the Service Provider's control, even during the withdrawal period.

5.7. c) For perishable goods or goods that have a short shelf life.

5.7. d) For goods in sealed packaging which are not suitable for return for health protection or hygiene reasons and were unsealed after delivery.

5.7. e) For goods which, by their nature, are inseparably mixed with other items after delivery.

5.7. f) For alcoholic beverages whose actual value depends on market fluctuations beyond the business's control, and for which the price was agreed upon at the time of the sale contract, but the contract is only fulfilled after thirty days from its conclusion.

5.7. g) For a contract where the business visits the consumer at the consumer's explicit request for urgent repair or maintenance work.

5.7. h) For sealed audio or sealed video recordings or sealed computer software, if the consumer unsealed the goods after delivery.

5.7. i) For newspapers, periodicals, or magazines, except for subscription contracts.

5.7. j) For contracts concluded at a public auction.

5.7. k) For contracts for the provision of accommodation services, other than for residential purposes, goods transport, car rental services, catering, or services related to leisure activities, if the contract specifies a fixed date or period of performance.

5.7. l) For the supply of digital content which is not supplied on a tangible medium if the performance has begun with the Consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

5.8. Following the return of the product or the arrival of the withdrawal statement, the Service Provider will refund the amount paid by the Consumer, including shipping costs, without undue delay, but no later than 14 days in accordance with the above legislation.

5.9. In the refund process, the same payment method will be used as in the original transaction, unless the Consumer expressly consents to the use of a different method; this refund method shall not incur any additional costs for the Consumer.

5.10. The Consumer must return or hand over the goods to the Service Provider without undue delay, but no later than 14 days after notifying the Service Provider of their decision to withdraw from the contract.

5.11. In the case of written withdrawal by the Consumer, it is sufficient to send the withdrawal statement within 14 days.

5.12. The Consumer complies with the deadline if they send back or hand over the goods before the 14-day period has expired.

5.13. The Consumer only bears the direct cost of returning the goods, unless the Service Provider has agreed to bear this cost.

5.14. The Service Provider is not obliged to reimburse additional costs resulting from the Consumer's choice of a type of delivery other than the least expensive type of standard delivery offered by the Service Provider.

5.15. The Consumer is only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

5.16. The Service Provider may withhold reimbursement until they have received the goods back, or until the Consumer has supplied evidence of having sent back the goods, whichever is earlier.

5.17. If the Consumer wishes to exercise their right of withdrawal, they can indicate this to the Service Provider in writing (using the attached form, if desired) or by phone. For written notification by post, the date of postage is considered, and for phone notification, the date of the phone call. For postal notification, the Service Provider accepts notification sent as registered mail or parcel. The ordered product can be returned to the Service Provider by post or courier service by the Consumer.

5.18. The Consumer must take special care in the intended use of the product, as they are liable for damages resulting from improper use! Within fourteen days following the return of the product, the Service Provider refunds the purchase price of the product, including shipping costs, to the bank account provided by the Consumer.

5.19. Government Decree 45/2014. (II.26.) on detailed rules for contracts between consumers and businesses is available here:
<https://net.jogtar.hu/jogszabaly?docid=A1400045.KOR>

5.20. Directive 2011/83/EU of the European Parliament and of the Council can be accessed here, opening the Hungarian version ("HU"):
<https://eur-lex.europa.eu/legal-content/HU/TXT/?uri=CELEX:32011L0083>

5.21. The Consumer may also contact the Service Provider with other complaints using the contact details found in these GTCs.

5.22. The right of withdrawal only applies to Users who qualify as consumers under the Civil Code.

5.23. The right of withdrawal does not apply to a business, i.e., a person (even if a natural person) acting within the scope of their profession, independent occupation, or business activity.

5.24. Procedure for exercising the right of withdrawal:

5.24. a) If the Consumer wishes to exercise the right of withdrawal, they must send a withdrawal statement to one of the Service Provider's contact addresses. A form can be downloaded from <http://fogyasztovedelem.kormany.hu/node/7822>.

5.24. b) The Consumer exercises their right of withdrawal within the deadline if they send the withdrawal statement before the 14th day from receiving the goods. In case of written withdrawal, it is sufficient to send the withdrawal statement within 14 days. The date of posting for postal notification, the time of sending the email or fax for email or fax notification, is considered.

5.24. c) In case of withdrawal, the Consumer must return the ordered product to the Service Provider's address without delay, but no later than within 14 days from the notification of withdrawal. The deadline is considered met if the product is sent before the expiry of the 14-day period (it does not have to arrive within 14 days). The Consumer bears the costs associated with returning the goods due to the exercise of the right of withdrawal.

5.24. d) However, the Service Provider is not obliged to reimburse additional costs resulting from the Consumer's choice of a type of delivery other than the least expensive type of standard delivery offered by the Service Provider. The Consumer may exercise their right of withdrawal between the date of the contract and the date of receipt of the goods.

5.24. e) In the case of purchasing multiple products, if the individual products are delivered at different times, the Consumer can exercise their right of withdrawal within 14 days from the receipt of the last product, or in the case of a product consisting of multiple lots or pieces, from the delivery of the last lot or piece.

6.) Warranty, Guarantee of Quality, Product Warranty

Guarantee of Quality

6.1. When can the User exercise their right to a guarantee of quality?

The User can make a claim against the business operating the webshop for a guarantee of quality in case of faulty performance, according to the rules of the Civil Code.

6.2. What rights does the User have based on their guarantee of quality claim?

The User – based on their choice – may demand repair or replacement, except if the chosen remedy is impossible or would result in disproportionate additional costs for the business compared to other remedies. If repair or replacement was not requested or could not be requested, the User may request a proportionate reduction of the consideration, or the User may repair the defect at the expense of the business, or have it repaired by someone else, or, as a last resort, withdraw from the contract. The User may switch from their chosen guarantee of quality right to another, but the cost of the switch is borne by the User, unless it was justified or caused by the business.

6.3. Within what period can the User enforce their guarantee of quality claim?

The User is obliged to communicate the defect immediately after its discovery, but no later than two months from the discovery of the defect. However, please note that you cannot enforce your guarantee of quality rights after the two-year limitation period from the completion of the contract.

6.4. Against whom can the User enforce their guarantee of quality claim?

The User can enforce their guarantee of quality claim against the Service Provider.

6.5. What other conditions are there for enforcing guarantee of quality rights?

Within six months from the performance, there are no conditions other than notifying the defect for enforcing the guarantee of quality claim if the User proves that the product or service was provided by the business operating the webshop. However, after six months from the performance, the User must prove that the defect recognized by the User was already present at the time of performance.

Product Warranty

6.6. When can the User exercise their product warranty rights?

In case of a defect of a movable thing (product), the User – based on their choice – may enforce a guarantee of quality or product warranty claim.

6.7. What rights does the User have based on their product warranty claim?

As a product warranty claim, the User may only request the repair or replacement of the faulty product.

6.8. When is a product considered defective?

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

6.9. Within what period can the User enforce their product warranty claim?

The User can enforce their product warranty claim within two years from the product being placed on the market by the manufacturer. This right is lost after this period.

6.10. Against whom and under what other conditions can the User enforce their product warranty claim?

The User can exercise their product warranty claim exclusively against the manufacturer or distributor of the movable thing. In case of enforcing a product warranty claim, the User must prove the defect of the product.

6.11. Under what circumstances is the manufacturer (distributor) exempt from product warranty obligations?

The manufacturer (distributor) is exempt from product warranty obligations only if they can prove that:

- the product was not manufactured or placed on the market within their business activities, or
- the defect was not recognizable at the time of placing the product on the market according to the state of science and technology, or
- the defect of the product results from the application of a law or a mandatory administrative provision.
- To be exempt, the manufacturer (distributor) needs to prove only one of these conditions.

Please note that you cannot simultaneously enforce a guarantee of quality and product warranty claim, or a product warranty and warranty claim, for the same defect. However, if your product warranty claim is successfully enforced, you can enforce your guarantee of quality claim against the manufacturer for the replaced product or repaired part.

Warranty

6.12. When can the User exercise their warranty rights?

In case of faulty performance, for certain durable consumer goods listed in Government Decree 151/2003. (IX. 22.) on mandatory warranty for certain durable consumer goods, the Service Provider operating the webshop is obliged to provide a warranty.

6.13. What rights and within what timeframe does the User have under warranty?

The warranty period is:

- a) 1 year for an item with a selling price reaching but not exceeding 100,000 forints,
- b) 2 years for an item exceeding 100,000 forints but not exceeding 250,000 forints,
- c) 3 years for an item with a selling price over 250,000 forints.

Missing these deadlines results in the loss of rights.

6.14. When is the Service Provider exempt from warranty obligations?

The Service Provider is exempt from warranty obligations only if they prove that the cause of the defect occurred after the performance. Please note that you cannot simultaneously enforce a guarantee of quality and warranty claim, or a product warranty and warranty claim, for the same defect. Otherwise, the User's rights arising from the warranty are independent of the rights described in the chapters on product and guarantee of quality.

6.15. The Service Provider is not obligated to provide a warranty beyond the warranty period (professionally expected lifespan) for damages arising from natural wear and tear/aging.

6.16. The Service Provider is also not liable for damages arising from incorrect or negligent handling after the transfer of risk, excessive use, effects deviating from the specified ones, or other improper use of the products.

6.17. If the Consumer enforces a replacement claim within three working days from the purchase (commissioning) due to a malfunction of the consumer good, the Service Provider is obliged to replace the consumer good, provided that the malfunction prevents its intended use.

7.) Procedure for Warranty Claims

7.1. In contracts between the Consumer and the Service Provider, the parties' agreement cannot deviate from the provisions of the regulation to the disadvantage of the Consumer.

7.2. It is the Consumer's obligation to prove the conclusion of the contract (with an invoice or even just a receipt).

7.3. Costs associated with fulfilling the warranty obligation shall be borne by the Service Provider (Civil Code 6:166. §).

7.4. The Service Provider is obliged to record a protocol of the Consumer's warranty or guarantee claim reported to them.

7.5. A copy of the protocol must be made available to the Consumer without delay, in a verifiable manner.

7.6. If the Service Provider cannot comment on the feasibility of the Consumer's warranty or guarantee claim upon its report, they must inform the Consumer of their position – in the case of rejection, including the reasons for rejection and information about the possibility of turning to the conciliation panel – within five working days, in a verifiable manner.

7.7. The Service Provider is obliged to retain the protocol for three years from its recording and must present it upon request to the supervisory authority.

7.8. The Service Provider should strive to perform 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 should be provided electronically or by another method suitable for confirming the Consumer's receipt, with the Consumer's prior consent.

8.) Miscellaneous Provisions

8.1. The Service Provider is entitled to engage a subcontractor to fulfill its obligations. The Service Provider is fully responsible for the unlawful conduct of the subcontractor as if the unlawful conduct had been committed by the Service Provider itself.

8.2. If any part of these regulations becomes invalid, unlawful, or unenforceable, it does not affect the validity, legality, and enforceability of the remaining parts.

8.3. If the Service Provider does not exercise its rights under these regulations, the failure to exercise such rights should not be considered as a waiver of those rights. Waiver of any right is only effective with an explicit written statement to that effect. The fact that the Service Provider does not strictly adhere to any essential condition or stipulation of these regulations on one occasion does not imply a waiver of the right to insist on strict compliance with that condition or provision in the future.

8.4. The Service Provider and the User will attempt to resolve their disputes amicably.

8.5. The parties acknowledge that the Service Provider's webshop operates in Hungary and its maintenance is also carried out there. Since the site can be accessed from other countries, users expressly acknowledge that the governing law in relation to the user and the Service Provider is Hungarian law. If the user is a consumer, then according to Section 26 (1) of the Code of Civil Procedure, the court of the defendant's (Consumer's) domicile in Hungary has exclusive jurisdiction over disputes arising from this contract.

8.6. The Service Provider does not apply different general access conditions to the products in the webshop based on the User's nationality, place of residence, or place of establishment.

8.7. The Service Provider – in regard to the accepted methods of payment – does not apply different conditions to the payment transaction based on the User's nationality, place of residence or place of establishment, the account management location of the payment account, the place of establishment of the payment service provider, or the place of issuance of the cash substitute payment instrument within the European Union.

8.8. The Service Provider complies with the internal market regulations regarding unjustified territorial content restrictions based on the customer's nationality, place of residence, or place of settlement, as well as other forms of discrimination. This compliance extends to the European Parliament and Council Regulation (EU) 2018/302, which amends Regulation 2006/2004/EC and (EU) 2017/2394, as well as Directive 2009/22/EC.

9.) Complaint Handling Procedure

9.1. The Service Provider aims to fulfill all orders with appropriate quality and to the complete satisfaction of the customer. If the User has any complaints about the contract or its fulfillment, they can communicate their complaint via the provided telephone, email address, or by letter.

9.2. The Service Provider shall immediately investigate verbal complaints and rectify them as necessary. If the customer disagrees with the handling of the complaint, or if immediate investigation of the complaint is not possible, the Service Provider shall promptly record a report of the complaint and the related stance and provide a copy of this report to the customer.

9.3. Written complaints shall be substantively responded to in writing by the Service Provider within 30 days, and steps shall be taken to communicate this response. The response should justify any rejection of the complaint. The Service Provider shall retain a copy of the report and the response for three years and present them to the supervisory authorities upon request.

9.4. If your complaint is rejected, you may initiate proceedings with a regulatory or conciliation panel as follows (the Service Provider has not made a general submission statement):

9.5. The Consumer may lodge a complaint with the consumer protection authority:

In accordance with Section 45/A §§(1)-(3) of the Consumer Protection Act and the Government Decree 387/2016 (XII. 2) on the designation of consumer protection authorities, the county government office acts as the general consumer protection authority:
<https://kormanyhivatalok.hu/kormanyhivatalok>

9.6. In case of a complaint, the Consumer can turn to a conciliation panel, whose contact details can be found here:

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99.

Phone number: (1) 488-2131
Fax number: (1) 488-2186
President: Dr. Éva Veronika Inzelt
Website: <https://bekeltet.bkik.hu/>
Email: bekelteto.testulet@bkik.hu

9.7. The conciliation panel is responsible for the out-of-court settlement of consumer disputes. Its task is to attempt to establish a settlement between the parties for resolving the consumer dispute and, in case of ineffectiveness, to make a decision to ensure the simple, fast, efficient, and cost-saving enforcement of consumer rights. The conciliation panel provides advice on the rights and obligations of the Consumer upon request by the Consumer or the Service Provider.

9.8. In case of cross-border consumer disputes related to online sales contracts or online service contracts - considering the jurisdiction rules defined in Section 20 of the Consumer Protection Act - any conciliation panel operated by the county (capital) chambers of commerce and industry can conduct proceedings.

9.9. In case of a complaint, the Consumer may use the EU online dispute resolution platform. Using the platform requires a simple registration in the European Commission's system, which can be accessed by clicking [here](#). Following registration, the Consumer can submit their complaint via the online platform at: <http://ec.europa.eu/odr>

9.10. The Service Provider is obliged to cooperate in the conciliation panel proceedings. The Service Provider participates in these proceedings. Within this framework, the Service Provider is obliged to send its response to the conciliation panel and ensure the participation of a person authorized to reach an agreement at the hearing. If the business's registered office or site is not registered in the county of the conciliation panel conducting the proceedings, the business's cooperation obligation extends to offering the possibility of concluding a written agreement according to the Consumer's request.

9.11. If the Consumer does not turn to a conciliation panel, or if the proceedings do not lead to a resolution, the Consumer has the option to take legal action to settle the dispute. The lawsuit must be initiated with a petition, which should include the following information:

- The court conducting the proceedings;
- The names, residences, and legal statuses of the parties and their representatives;
- The right being asserted, with a presentation of the facts and evidence supporting it;
- The data from which the court's jurisdiction and competence can be determined;
- A specific request for a court decision.

The petition should be accompanied by the document or a copy of the document referred to as evidence.

10.) Copyrights

10.1. Since memoringphone.com qualifies as a copyrighted work as a website, it is prohibited to download (duplicate), retransmit to the public, use in any other way, or sell any

content or any part of the content displayed on the memoringphone.com website without the written consent of the Service Provider.

10.2. Any material taken from the "memoringphone.com" website and its database can only be used with a reference to the respective website, even with written consent.

10.3. The Service Provider reserves all rights to every element of its service, its domain names, the secondary domain names formed with them, and its internet advertising spaces.

10.4. It is forbidden to adapt or decode the content of the "memoringphone.com" website or its parts; to dishonestly establish user IDs and passwords; to use any application that can modify or index the "memoringphone.com" website or any part of it.

10.5. The name "memoringphone.com" is protected by copyright, and its use, apart from referencing, is only possible with the written consent of the Service Provider.

10.6. The User acknowledges that in the case of unauthorized use, the Service Provider is entitled to a contractual penalty. The amount of the penalty is 60,000 HUF gross per image and 5,000 HUF gross per word. The User acknowledges that this penalty clause is not excessive and browses the site with this knowledge. In the event of copyright infringement, the Service Provider applies a notary public's certification, the cost of which is also borne by the infringing user.

11.) Data Protection

The website's Privacy Policy forms Appendix No. 1 of this document.

Rental Agreement

This agreement is made between the following parties:

Company Name: INPHONE LTD.

Address: 1118 Budapest, Rétköz street 5.

Company Registration Number: 01 09 562494

Tax Number: 12112603243

Account Number: 10701087-69296413-51100005

Hereinafter referred to as the **Lessor**, and the **Lessee**.

Subject of the Rental

1. With the Memoring device (hereinafter referred to as the "device"), guests at the event can leave a message (video/audio) during the event. The Lessor will provide the messages in saved, unedited form and make them accessible online for one year on its specially designed Memoring web interface, which the Lessee can share with the interested parties at their discretion.

The Lessor provides the Memoring device for a specified period to the Lessee along with the following accessories: 1 unique storage box, 1 instruction board, user manual, 1 charging cable, question cards, preloaded greeting message, selfie light, and accompanying external battery.

2. Rental Fee:

On the website, you can choose between two types, and their prices are as follows:

- **Memoring Classic** (Belle phone): **gross 299 EUR** + 400 EUR deposit
- **Memoring Pro** (Pyramid, Cube phones): **gross 399 EUR** + 400 EUR deposit

3. Following the signing of this agreement, the Lessee undertakes to pay the rental fee for the selected Memoring device within 14 days before the first day of the rental.

The Lessor will refund the deposit via transfer to the Lessee, provided the device is returned in impeccable, working condition by the last day of the rental. The deposit refund will be made within 14 days after the return of the device.

Advance Payment

4. The device rental becomes final upon payment of an advance for the duration of the rental. The Lessee agrees to pay an advance to the Lessor online after accepting this agreement, which amounts to Gross **100 EUR** and is included in the total rental fee. The reservation is considered successful when the full amount of the advance is received in the Lessor's bank account and the Lessee receives an invoice for it. If the Lessee books within 2 weeks before the event, the full rental fee must be paid instead of the advance.

Payment Schedule

5. a) The rental is realized according to the following payment schedule:

- I. The Lessee pays the amount of the advance (Gross 100 EUR) online after accepting this agreement, thereby reserving the device for the rental period. The Lessee receives an advance invoice after the amount is received.
- II. The Lessee pays the remaining amount and the deposit (400 EUR) online at least 2 weeks before the first day of the rental. The Lessee receives a notification and a final invoice for the payment of the remaining amount.
- III. After the rental expires and the device is returned, the Lessor refunds the full deposit amount (400 EUR) to the Lessee, subject to points 18-24.

Online Payments:

5. b) Online credit card payments are processed through the Barion system. The merchant does not receive the credit card details. Barion Payment Inc. is an institution under the supervision of the National Bank of Hungary, license number: H-EN-I-1064/2013.i.

Delivery

6. Exact details regarding the delivery will be provided by the Lessee in their Memoring profile after the payment of the advance.

The package will be delivered to the Lessee by **courier service**. The Lessee can receive the package two business days before the event and must return it to the courier service on the first or second business day after the event.

The rental fee includes the cost of delivery to addresses within Hungary, but delivery outside the country will incur additional costs.

Cancellation

7. If the Lessee cancels the reservation more than 1 month before the first day of the rental, the Lessor will refund the total amount paid so far via transfer.

8. If the Lessee cancels the reservation within 1 month before the first day of the rental, the paid advance (amounting to Gross 100 EUR) is not refundable, but the Lessee has no further payment obligations.

9. If the Lessee cancels the reservation within 2 weeks before the start of the rental, the entire rental fee paid is owed to the Lessor. However, the Lessor will refund the deposit of 400 EUR to the Lessee.

10. If a force majeure situation legally or physically prevents the rental from occurring, the Lessor will refund the entire amount paid to the Lessee. A situation caused by the decision-making authority of the Parties or their environment is not considered force majeure.

Lessor's Responsibility

- 11.** The Lessor guarantees that the rented device is operational and suitable for use.
- 12.** The Lessor guarantees to deliver the device and its accessories to the Lessee via courier service at least two business days before the event.
- 13.** The Lessor will provide the device's user manual and instruction board simultaneously, detailing its operation for proper functioning and quality.
- 14.** The Lessor commits to rectify any malfunction reported by the Lessee upon receiving the device if possible, and provide a replacement device. Replacement on the day of the event is not guaranteed.
- 15.** The Lessor is obligated to inspect the condition of the device upon its return. If any unnoticed or unreported damage is found, the Lessor must inform the Lessee in writing.
- 16.** The Lessor commits to sending the video and audio material created with the device to the Lessee within 4 weeks after the end of the rental, via its own gallery.
- 17.** The Lessor is not responsible for the quantity and content of the delivered audio and video materials. The video messages can only be modified for quality improvement, and their content is delivered in its original form.

Lessee's Responsibility

- 18.** After receiving the package, the Lessee is required to test the device and ensure its proper operation. From this point, the Lessee is responsible for the condition of the device. The Lessee must immediately inform the Lessor of any malfunction of the device.
- 19.** The Lessee is responsible for the condition of the device and its accessories for the entire duration of the rental.
- 20.** The Lessee agrees to read the User Manual and operate the device as intended, with due care expected from them. The Lessee is liable for any damage resulting from improper or contractual non-compliant use, as well as for damages occurring during proper use due to accidental events (e.g., falls, spills). If the Lessee notices any malfunction during operation, they are obliged to immediately cease using the device and simultaneously inform the Lessor.
- 21.** Upon rental expiry, the Lessee must return the device in working, original condition, in its box with accessories, to the Lessor. Otherwise, the cost of damages will be deducted from the deposit.
- 22.** If the device is destroyed, lost, rendered unusable, or significantly damaged aesthetically due to the Lessee's fault, the Lessor is not obliged to refund the deposit.
- 23.** Without the Lessor's permission, the Lessee may not subrent the device to a third party.
- 24.** If the Lessee returns the device more than 2 business days after the end of the rental, the Lessor is entitled to charge an additional fee of 20% of the rental fee per day, deducted from the deposit.

Data Processing

25. Provisions regarding the processing of personal data generated during the course of this Rental Agreement and related service provision are found in the Privacy Policy, which forms Appendix No. 1 of the agreement.

26. During the use of the Memoring device at events, the Lessee qualifies as the Data Controller for the messages recorded there. Thus, the Lessee must provide information to the subjects regarding data processing. This is facilitated by the sample Privacy Policy available under the Documents section upon logging into the interface, referred to as Appendix No. 2. Placing this policy in a visible location near the device at the event venue fulfills the obligation to inform. However, the Lessee may also provide this information in other ways (e.g., verbal announcement, other forms of information) and can modify the sample as they see fit.

For matters not regulated in this agreement, the Parties primarily seek to reach an agreement. In case of a legal dispute, the jurisdiction of the court where the Lessor is headquartered is established.

Privacy Policy - Appendix 1

Essential circumstances of data processing in compliance with the requirements of Article 13 of the GDPR:

Designation of Data Controller:

INPHONE Ltd. (1118 Budapest, Rétköz Street 5; Company Registration Number: 01-09-562494, representative: Zoltán Baradlai)

Purpose of data processing:

a) Storage and provision of audio and video messages of guests participating in the event using the "Memoring video guestbook" service and its associated equipment, available in saved and online format - here, the Lessor acts as Data Processor, and the Data Controller is the Lessee (contracting party).

b) Processing of data related to the rental relationship arising during the provision of the "Memoring video guestbook" service and its associated equipment.

Legal basis for data processing:

The legal basis for data processing is Article 6(1)(b) of the GDPR: "processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;"

Scope of processed data:

Materials generated during the use of the "Memoring video guestbook" (as Data Processor): video and audio messages of guests, related system data (event location in GPS format, IP address), logs regarding access to online materials (timestamp, IP address, user)

In connection with providing the "Memoring video guestbook" service (as Data Controller): contractual data of the contracting party (Lessee) as per the contract (name, address, phone, email), data related to the rental (mailing address, event name and address, other data), billing data (details of the invoice-receiving company, financial data)

Profiling:

According to Article 13(2)(f) of the GDPR, profiling does NOT occur.

Duration of data processing:

Storage of data processed in the capacity of Data Processor is generally ONE year - unless the Data Controller specifies differently in the contract or otherwise.

Storage of data processed in the capacity of Data Controller in accordance with the service and related legal requirements (typically five years).

Information about the use of Data Processors:

The Data Controller uses a Data Processor, whose details are: Microsoft Azure, West Europe DataCenter (Netherlands) – online system accessibility

Persons entitled to access the data:

Access to the data is regulated according to ISO27001. Access is limited as follows:

Data related to contracts and finances: management, sales staff

Video and audio recordings: developers, system engineers managing data release and online space setup, and the Client Responsible Salesperson

Information about data security measures:

The Data Controller (and in some data areas, Data Processor) handles stored data in accordance with the highest professional standards. The Data Controller operates according to ISO27001 certification and complies with the relevant sections of the GDPR.

Rights of data subjects and possibilities for enforcing rights:

Data subjects can first report their complaints to the Data Controller's management.

Supervisory Authority: National Authority for Data Protection and Freedom of Information (1125 Budapest, Szilágyi Erzsébet fasor 22/C).

Rights of data subjects are as follows:

Right of access: the data subject can request information about data processing concerning them.

Right to rectification: the data subject is entitled to have inaccurate personal data concerning them rectified upon their request.

Right to restriction: the data subject is entitled to request the Data Controller to restrict processing, especially if they dispute the accuracy of the data.

Right to erasure: the data subject is entitled to have personal data concerning them erased upon their request.

Right to object: the data subject has the right to object to the processing of their personal data for reasons related to their own situation, at any time.