#### A1. About these terms

- 1. When you complete your Booking, you accept these Terms and any other terms that you're provided with during the booking process.
- 2. If anything in these Terms is (or becomes) invalid or, unenforceable:
  - it will still be enforced to the fullest extent permitted by law
  - you will still be bound by everything else in the Terms.
- 3. The English version of these Terms is the original. If there's any dispute about the Terms, or any mismatch between the Terms in English and in another language, the Terms as they appear in English will apply. (You can change the language at the top of this page.)

#### A2. Our Platform

- 1. We take reasonable care in providing our Platform, but we can't guarantee that everything on it is accurate (we get information from the web page). To the extent permitted by law, we can't be held responsible for any errors, any interruptions, or any missing bits of information although we will do everything we can to correct/fix them as soon as we can.
- 2. To make a Booking, you may need to create an Account. Please make sure all your info (including payment and contact details) is correct and up to date, or you might find you can't access your Travel Experience(s). You're responsible for anything that happens with your Account, so please don't let anyone else use it, and please keep your username and password secret.
- 3. We will show you the offers that are available in Hungarian or English. You can change to another language whenever you like.
- 4. Unless otherwise indicated, you need to be at least 16 to use the Platform.

### A3. Our values

- 1. You will:
  - comply with all applicable laws
  - cooperate with any anti-fraud/anti-money laundering checks we need to carry out
  - not use the Platform to cause a nuisance or make fake Bookings
  - use the Travel Experience and/or Platform for their intended purpose
  - not cause any nuisance or damage, and not behave inappropriately to the Service Provider's personnel (or anyone else, for that matter).

### A4. Prices

- 1. When you make a Booking, you agree to pay the cost of the Travel Experience, including any charges and taxes that may apply.
- 2. Some of the prices you see may have been rounded to the nearest whole number. The price you pay will be based on the original, 'non-rounded' price (although the actual difference will be tiny anyway).
- 3. Obvious errors and misprints are not binding. For example: if you book the price or reservation is under valued and Talun Kapu Ltd. determines to be so. Night in a suite that was mistakenly offered for a lower amount, we may simply cancel that Booking and refund anything you've paid.

### A5. Payment

- 1. For all products/services, the Service Provider will require an Upfront Payment and/or a payment taken during your Travel Experience.
  - If we organise your payment, we (or, in some cases, our affiliate in the country your payment originates from) will be responsible for managing your payment and ensuring the completion of your transaction with our Service Provider. In this case, your payment constitutes final settlement of the 'due and payable' price.
  - If the Service Provider charges you, this will usually be in person at the start of your Travel Experience, but it could also be (for example) that your credit card is charged when you book, or you pay when you check out of your Accommodation. This depends on the Upfront Payment policy of the Service Provider as communicated to you in the booking process.
- 2. If the Service Provider requires an Upfront Payment, it may be taken or pre-authorised when you make your Booking, and it may be non-refundable. So before you book, please check the Service Provider's Upfront Payments policy (available during the booking process), which we don't influence and aren't responsible for.
- 3. If you know of or suspect any fraud or unauthorised use of your Payment Method, please contact your payment provider, who may cover any resulting charges, possibly minus an excess.
- 4. If the currency selected on the Platform isn't the same as the Service Provider's currency, we may:
  - show prices in your own currency
  - offer you the Pay In Your Own Currency option.
  - You'll see our Currency Conversion Rate during checkout, in the Booking details of your Account, or (if you don't have an Account) in the email we send you. If we charge you fees in connection with any such services, you'll find the fee expressed as a percentage over European Central Bank rates. Your card issuer may charge you a foreign transaction fee.
- 5. We will store your Payment Method details for future transactions after collecting your consent.

### **A6.** Policies

- 1. When you make a Booking, you accept the applicable policies as displayed in the booking process. You'll find each Service Provider's cancellation policy and any other policies (about age requirements, security/damage deposits, additional supplements for group Bookings, extra beds, breakfast, pets, cards accepted, etc.) on our Platform: on the Service Provider information pages, during the booking process, in the fine print, and/or in the confirmation email or ticket (if applicable).
- 2. If you cancel a Booking or don't show up, any cancellation/no-show fee and any refund will depend on the Service Provider's cancellation/no-show policy.
- 3. Some Bookings can't be cancelled for free, while others can only be cancelled for free before a deadline.
- 4. If you book a Travel Experience by paying in advance (including all price components and/or a damage deposit if applicable), the Service Provider may cancel the Booking without notice if they can't collect the balance on the date specified. If they do, any non-refundable payment you've made will only be refunded at their discretion. It's your responsibility to make sure the payment goes ahead on time (that your bank, debit card or credit card details are correct, and that there's enough money available in your account).

- 5. If you think you're not going to arrive on time, please contact your Service Provider and tell them when they can expect you, so they don't cancel your Booking. If you're late, we are not liable for the consequences (e.g. the cancellation of your Booking, or any fees the Service Provider may charge).
- 6. As the person making the Booking, you are responsible for the actions and behaviour (in relation to the Travel Experience) of everyone in the group. You are also responsible for obtaining their permission before providing us with their personal data.

# A7. Privacy and cookies

1. If you book an accommodation, please see our Privacy and Cookies Statement for more information on privacy, cookies, and how we might contact you and process personal data

### A8. Accessibility requests

- 1. If you have any accessibility requests:
  - about our Platform and/or services, please contact Talun Kapu Ltd.
  - about your Travel Experience (wheelchair access, walk-in baths, etc.), please contact your
    Service Provider.

# A9. Intellectual property rights

- 1. Unless otherwise stated, all rights in our Platform (technology, content, trademarks, look & feel, etc.) are owned by Talun Kapu Ltd (or its licensors) and by using our Platform you agree to do so for its intended purpose only and respecting the conditions set out below in paragraphs A9.2 and A9.3.
- 2. You're not allowed to monitor, copy, scrape/crawl, download, reproduce or otherwise use anything on our Platform for any commercial purpose without written permission of Talun Kapu Ltd. or its licensors.
- 3. We keep a close eye on every visit to our Platform, and we'll block anyone (and any automated system) we suspect of:
  - conducting an unreasonable amount of searches
  - using any device or software to gather prices or other information
  - doing anything that places undue stress on our Platform.
- 4. By uploading any picture to our Platform (with a review, for example), you're confirming that it complies with our criteria and that:
  - it's truthful (you haven't altered the picture, for example, or uploaded a picture of a different property)
  - it doesn't contain any viruses
  - you're allowed to share it with us
  - we're allowed to use it on our platform and in relation to further commercial purposes (including in a promotional context), everywhere, forever (when you let us know we can no longer use it we will consider any such reasonable request)
  - it doesn't infringe the privacy rights of other people
  - you accept full responsibility for any legal claims against Talun Kapu Ltd. related to it.

# A10. What if something goes wrong?

- 1. If you have a query or complaint, please contact Talun Kapu Ltd. You can do this by contacting via phone, email or website. You can help us help you as quickly as possible by providing:
  - your contact details, phone number and the email address you used when you made your Booking
  - a summary of the issue, including how you'd like us to help you
  - any supporting documents (bank statement, pictures, receipts, etc.)
- 2. All queries and complaints are recorded, and the most urgent ones are treated as highest priority.

### A11. Measures against unacceptable behaviour

- 1. We have the right to stop you making any Bookings, to cancel any Bookings you've already made, and/or to stop you using our Platform, our Customer Service, and/or your Account. Of course, we'll only do this if, in our opinion, there's a good reason to for example:
  - fraud or abuse
  - non-compliance with applicable laws or regulations
  - inappropriate or unlawful behaviour (e.g. violence, threats or invasion of privacy) in relation to us, any of the companies we work with or anyone else, for that matter.
- 2. If we cancel a Booking as a result, you won't be entitled to a refund. We may tell you why we've cancelled your Booking, unless telling you would (a) contravene applicable laws and/or (b) prevent or obstruct the detection or prevention of fraud or other illegal activities. If you believe we have incorrectly cancelled your Booking, please contact Talun Kapu Ltd.

### A12. Limitation of liability

- 1. To the extent permitted by mandatory consumer law, we'll only be liable for costs you incur as a direct result of a failure on our behalf. This means, to the extent permitted by law, we won't be liable for (e.g.) any:
  - indirect loss or indirect damage
  - inaccurate information about a Service Provider
  - product, service or action of a Service Provider or other business partner
  - mistake in an email address, phone number or credit card number (unless it's our fault)
  - force majeure or event beyond our control.
- 2. If you are in breach of these Terms and/or the Service Provider's terms, to the extent permitted by law:
  - we won't be liable for any costs you incur as a result, and
  - you won't be entitled to any refund.
- 3. To the extent permitted by law, the most that we, or any Service Provider, will be liable for (whether for one event or a series of connected events) is the cost of your Booking, as set out in your confirmation email.
- 4. Nothing in these terms will limit our (or the Service Provider's) liability in respect of our (or their) own (i) negligence that leads to death or personal injury or (ii) fraud or fraudulent misrepresentation.
- 5. We don't make any promises about Service Providers' products and services (apart from what we expressly state in these Terms). Making the right choice(s) is entirely your responsibility.

- 6. Just to make it clear: nothing in these Terms will entitle any third party other than the Service Provider to anything.
- 7. You may be protected by mandatory consumer protection laws and regulations, which guarantee you rights that no company's terms can overrule. In that case, our liability is determined not just by these Terms, but also by any applicable consumer protection laws and regulations.