

Terms of Use and General Terms and Conditions

"Loofie" Lost & Found Platform

Effective: December 01, 2022

These Terms of Use and General Terms and Conditions (hereinafter: "**Terms and Conditions**") provide guidelines for the use of the services defined on the platform, as well as the rights and obligations related thereto.

1 Data of the Service Provider

The Loofie application ("**Platform**") is operated by NEXSTA LTD. (hereinafter: "**Service Provider**").

1.1 Service provider details:

Name: NEXSTA LTD.

Address: 77 HIGH STREET, Littlehampton, England BN17 5AG

Postal address: 77 HIGH STREET, Littlehampton, England BN17 5AG

Company registration number: 14493558

Bank account number/IBAN: BE10 9674 9343 3104 (BIC: TRWIBEB1XXX)

Represented by: Tamás Vizváry

E-mail: hello@loofie.co

1.2 Data of hosting provider:

Name: AMAZON WEB SERVICES EMEA SARL

Registered Office: 38 Avenue John F. Kennedy, Luxembourg 1855, Luxembourg

2 The scope of the General Terms and Conditions

- 2.1 Matters not regulated in the General Terms and Conditions and their interpretation are governed by European Union law, in particular with regard to Directive 2011/83/EU of the European Parliament and of the Council, Regulation 524/2013/EU of the European Parliament and of the Council, and the to the relevant provisions of Council Regulation 2016/679. The mandatory provisions of the relevant legislation apply to the parties without special stipulations.
- 2.2 These GTC are effective from the date indicated in the title until they are revoked or amended. The Service Provider is entitled to unilaterally amend the GTC at any time by publishing it on its website 7 (seven) days before its entry into force, which Platform users ("**Users**") accept by continuing to use the Platforms after the amendment. The Service Provider is entitled to unilaterally change the fees for the use of the services in the same way as amending the General Terms and Conditions, which change will be applied to all new and current service provision, with the exception of the usage fees already paid.
- 2.3 **Consumer**) acting outside the scope of his profession, independent occupation or business activity . The Platform is not authorized to be used by anyone who is not a Consumer!
- 2.4 A user can only be a person who has reached the age of 12 and is not incapacitated. Any adult who has not reached the age of 18, has limited capacity to act, or is partially or completely limited in his capacity to act, and who wishes to use the Platform as a User, is only entitled to use the Platform with the prior consent of his legal representative (parent, guardian, guardian). If the Service Provider detects non-fulfillment or incomplete fulfillment of these conditions by any User, it is entitled to terminate the User's legal relationship with immediate effect, or to apply any of the other legal consequences according to point 6.7. At the same time, the Service Provider is not obliged to check the age and legal capacity of the Users, and in case of doubt, it will carry out such checks at its own discretion.
- 2.5 The contract between the Service Provider and the User is considered a consumer contract between the Parties. The contract is created upon confirmation of the User's registration. The present General Terms and Conditions and the Data Management Information as a whole form an inseparable part of the contractual relationship, within which the User consents to the processing of his personal data. The User can continuously access the current version of the aforementioned documents on the

Platform and at www.loofie.co electronically. The user accesses the General Terms and Conditions in a way that enables him to store the effective version of this document and to retrieve it later.

3 Service content and registration

- 3.1 The Service Provider operates the Platform, thus giving the service users (" **Abandoner** ") the opportunity to, in relation to their abandoned or lost things (" **Lost Item** "), in accordance with Section 3.2. publish calls for tenders on the Platform for the performance of the Return Service, to which the person who finds the Lost Item ("Finder ") can access through the Platform and make an offer for the performance of the Return Services, if the Finder has found the Lost Item and duly documented it on the Platform means for the Leaver. Furthermore, the Platform provides the opportunity for Finders to publish an offer on the Platform to provide a Return Service for the Lost Items they wish to return, but the Leavers do not have direct access to these via the Platform only in cases where the Service Provider is the Leaver and the Finder on the basis of a call published by
- 3.2 The Finder and the Leaver can agree that the Finder returns the Lost Item to the Leaver personally (" **Personal Delivery** "), or they can also agree that the Finder returns the Lost Item to the Leaver via the Foxpost courier service (" **Parcel Shipping** "; collectively: " **Returns Service** "). When performing the Return Service, the Finder is obliged to do everything possible to ensure that the Lost Item is recovered by the Leaver as soon as possible.
- 3.3 By operating the Platform, the Service Provider therefore creates a relationship between the two groups of Users, the Abandoners and the Finders, and does not provide the Return Service related to the Lost Items published by them, the Finder provides the service in his own name, at his own responsibility and at his own risk. The Service Provider's activities are limited to the publication of posts related to Return Services and the mediation of contracts.
- 3.4 The User must register to use the Platform. After registration, when using the Platform, the User chooses which user group (Leaving or Finder) they wish to use the Platform at the moment. A User is entitled to use the Platform both as a Leaver and as a Finder.

4 Publication of the Lost Item, negotiation of the exact content of the Return Service

- 4.1 The Loser or the Finder can post about the Lost Object on the Platform. The post must always contain a short description of the Lost Item, as well as the price of the Return Service, and the requested free Return Service (" **Post** ").
- 4.2 If, based on the parameters of the Lost Item published by the Leaver, it can be assumed that a Found Post matching the Post will be published, the Platform may send a notification of this to the Leaver. The Find Posts are not seen by the Leavers in other cases.
- 4.3 **Message Board**") in connection with the published Posts and in order to discuss the details of the Return Services . The private message wall is for private communication with the publisher of the Post. Users may not disclose their personal contact details (e.g. e-mail address, address and telephone number) either in the public description of the Post or on any other interface.
- 4.4 Users shall only use the private Message Board and other interfaces available on the Platform to discuss the method of performing the Return Services, the personal contact details of the Leaver and the Finder, and the price of the Return Service.
- 4.5 During communication on the Message Board, the protection of private secrets does not apply, some of the comments are public, while the Service Provider can access all messages on the private Message Board for the purpose of checking them.

5 Creation and performance of the Service Agreement

- 5.1 With the order by the Leaver of the Return Service negotiated on the Platform or via the Message Board, a English-language commission contract is created between the Users (Leaver and Finder) for the execution of the Return Service (" **Service Agreement** "). In the case of a Leaver's Post, the Service Agreement is established between the Users when the following conditions have been fully met: (i) a Post has been posted by the Leaver, (ii) a Finder has registered for the Post with a description of the Lost Object and the details of the find, (iii)) the Leaver confirmed the finding by checking the correspondence of the Lost Object. In the case of a Finder's Post, the Service Agreement is created only if the Platform detects a possible match of the Lost Items in relation to a Leaver's Post and notifies the Finder of the possible match, on the basis of which the Finder logs in according to the conditions applicable to the Leaver's Post and, according to the rules of the Leaver's Post, the Service A contract is created.

- 5.2 The Service Agreement is always aimed at the creation of a legal relationship of commission between the Users, within the framework of which legal relationship Megtaláló performs Return Services, the Service Provider's intermediary activity does not extend to the creation of other contracts, such as sales contracts, rental contracts or any other contracts. If it becomes obvious to the Service Provider in connection with any Post that it aims to create another legal relationship, the Post may be deleted with immediate effect and the Service Provider reserves the right to apply any other legal consequences against the User according to point 6.7.
- 5.3 The created Service Agreement is not considered a written contract, the content elements of the contract are recorded by the Service Provider through the Platform.
- 5.4 When ordering the Return Service, you must select the location where the Personal Handover can take place, or the Foxpost parcel delivery machine to which you request the Lost Item to be sent as part of the Parcel Delivery. The Service Provider recommends that the Users continue any discussions that may arise on the Message Board, thus enabling the content and performance of the Service Agreement to be properly proven at a later date and to avoid abuse.
- 5.5 After the creation of the Service Agreement, if the Users have agreed on the method of performing the Return Service and have approved it on the Platform, the Leaver is obliged to pay the full commission fee included in the Lost Item listing or agreed in writing by the Users (" **Commission Fee** "), as well as the 6. for the payment of the amount of the Service Provider's intermediary fee (" **Intermediary Fee** ") detailed in point 8, in such a way that the amount of the Commissioning Fee is treated as a deposit or locked in a separate account by the payment service provider specified in point 8, while the amount of the Intermediary Fee is paid directly to the Service Provider. The amounts paid or blocked in this way are considered fulfilled by crediting the escrow account or the Service Provider. The amount of the Commission Fee is held in escrow until the Service Agreement is fulfilled, which escrow is released according to points 5.6-5.7.
- 5.6 The Service Provider will release the Commission Fee held in escrow if one of the following conditions is met, and at the same time has the right to transfer the Commission Fee to the bank account provided by the Finder through the Platform:
- 5.6.1 Personal Delivery, the Service Provider transfers the Commission Fee to the Finder in the event that the Finder personally hands over the Lost Item to the Leaver, and the Leaver confirms this via the Platform at the time of delivery. In case of confirmation by the Leaver, the Service Provider will cancel the Commission Fee and at the same time arrange for its transfer.
1. *We draw the attention of Finders to make sure before handing over the Lost Item whether the Leaver has sent the confirmation via the Platform, otherwise the Service Provider will not be able to transfer the Order Fee!*
- 5.6.2 In the case of sending a package, the Finder is obliged to send the Lost Item to the Foxpost parcel machine ¹specified in the Service Agreement using the Foxpost parcel delivery service. The Finder is obliged to confirm the delivery of the Lost Item to the Service Provider through the Platform with a photo. The Leaver is obliged to receive the sent Lost Item within 48 hours and to confirm the receipt via the Platform. In case of confirmation by the Leaver, the Service Provider will cancel the Commission Fee and at the same time arrange for its transfer.
2. *We draw the attention of the Leavers that in the case of sending a package, if the Lost Item is not found in the parcel machine, the Leaver is obliged to take a photo of the defective parcel with the Foxpost parcel machine in the background when receiving it, or to send it to the Service Provider or Finder via the Platform. If the Leaver does not send the Service Provider confirmation or a photo of the defective shipment as described above within 10 days of the conclusion of the Service Agreement, the Service Provider will cancel the Commission Fee on the 15th day after the Lost Item was sent and at the same time arrange for it to be transferred to the Finder.*
- 5.7 By transferring the Commission Fee in accordance with the above, the Service Agreement is deemed to have been fulfilled towards the Finder.
- 5.8 If the assignment fee is transferred in accordance with 5.6. conditions contained in point 5.5 do not apply until the 30th day following the payment by the Leaver according to point 5.5, in which case the amount of the Commission Fee will be refunded or canceled by the Service Provider on the 30th day and the Service Agreement will be automatically terminated.
- 5.9 Any of the Users is entitled to unilaterally terminate the Service Agreement without giving any reason before it has been completed. In case of termination, the Commission Fee will be immediately

¹<https://foxpost.hu/>

refunded to the Terminator, while the Brokerage Fee will be settled according to point 5.11. However, the Service Provider draws the Finder's attention to the fact that with the termination of the Service Agreement, he may still have a legal obligation to return the Lost Object and, regardless of the reason for the termination of the Service Agreement, he may acquire ownership of it only in accordance with the applicable civil law provisions. Unlawful misappropriation of the Lost Item may constitute a violation of the law or a crime, so we draw the attention of Users to demonstrate legal behavior.

- 5.10 Termination of the Service Agreement is excluded in cases where any of the Users have performed according to the contract, i.e. the Return Service has been completed and the Lost Item is in the possession of the Leaver.
- 5.11 The Service Provider is also entitled to the Intermediary Fee in case of termination of the Service Agreement without performance for any reason. In such a case, the Service Provider may refund the Mediation Fee on a case-by-case basis, out of fairness, but the Service Provider does not undertake to do so.
- 5.12 The Service Provider is not obliged to check the underlying Service Agreement or to check its fulfillment during the fulfillment of the above termination provisions. The cancellation provisions are operated automatically by the Service Provider, so if any of the conditions for cancellation occur, the Service Provider decides to cancel the Order Fee without further consideration.
- 5.13 The Service Agreement is created electronically between the Users and its contents include all data published on the Platform, as well as other circumstances agreed by the Parties on the Message Board or in other ways through the Platform. Users may change the Service Agreement freely within the technical options provided by the Platform until the start of the provision of the Return Service (thus in particular until the Lost Item is sent via the parcel delivery service or the day of the Personal Handover).
- 5.14 The Order Fee agreed in the Service Agreement includes all costs incurred by the Finder in connection with the Return Service, with the fact that, in the case of sending by parcel service, the courier service fee is paid by the Leaver in addition to the Order Fee.
- 5.15 The Service Agreement is a contract between Users as Consumers. By accepting these Terms and Conditions, Users declare that they are aware that the Service Agreement is not a consumer contract, given that both contracting parties Consumer and consumer contracts can only be concluded between a consumer and a business. These GTC form an inseparable part of the contractual relationship between Users.

6 Mediation activity of the Service Provider

- 6.1 The Service Provider provides the Platform that enables Users to publish Lost Items, negotiate on the Message Board, enter into a Service Agreement and confirm the completion of the Return Service.
- 6.2 The Service Provider keeps the Platform continuously available, but reserves the right to temporarily or permanently suspend the operation of the Platform at any time, or to close the operation of the Platform. In the event of any interruption, suspension or closure of the operation, the Service Provider is not obliged to refund or reduce the price of the brokerage commission for already established Service Contracts, and any resulting damages are excluded.
- 6.3 By operating the Platform, the Service Provider carries out long-term mediation activities on behalf of the Leavers in the mediation of Return Services, for which the Leaver pays an intermediary fee in the form of a commission (" **Intermediary Fee** ") for the mediated Service Contracts.
- 6.4 With the creation of the Service Contract in accordance with these GTC, the Service Provider has fully fulfilled its obligation to mediate the contracts, regardless of the failure or error in the performance of the Service Contract for any reason. The Service Provider's activity covers mediation between the Parties, without examining the content of the mediated Service Contracts, so the Service Provider assumes no responsibility for the truthfulness of any communication between Users, the correctness of the posted Return Services and other information, and the professional performance of the Service Contract.
- 6.5 The Intermediary Fee is due when the Service Agreement is concluded, its rate is 20% of the amount of the Commissioning Fee according to the Service Contract, i.e. twenty percent, which the Leaver pays at the same time as the Commissioning Fee is paid after the establishment of the Service Contract, after the agreement on the method of performance of the Return Services and for the Service Provider. The Commission Fee is indicated in gross amount, it includes the current VAT amount.
- 6.6 Users are not entitled to change the Commission Fee agreed in the Service Agreement later.

- 6.7 The Service Provider reserves the right to reject the registration of any User at its discretion, to terminate the legal relationship (account) of any User, or to temporarily or permanently suspend the active registration. The Service Provider is also entitled to check the posted Posts at any time, and to delete the posting related to the Lost Item.
- 6.8 The Service Provider has access to all data recorded by Users, including all comments published on the Message Board, with the exception of the privately managed user password.
- 6.9 The User agrees that his data will be processed by the Service Provider in an aggregated or anonymized form for statistical purposes or for the further development of the Platform, or transferred to a third party.
- 6.10 As part of the operation of the Platform, the Service Provider provides free access for Users to register, post and view Posts and use the Message Board.
- 6.11 The User consents to the Service Provider sending informative or notification letters with information related to the Platform to his registered email address. The sending of notifications can be customized by the User on the Platform. Such inquiries by Users do not constitute advertising. Before or during the User's registration, the User may give his consent to receiving advertising messages, in which case the Service Provider will provide him with periodic information about new functions, services and possible promotions available on the Platform.

7 Obligations of Users

- 7.1 Users are solely responsible
 - for compliance with the Service Provider's present General Terms of Service, Data Management Information and all applicable laws, including tax regulations in particular;
 - for their authentic and accurate provision of information on the Platform;
 - for the correct writing of the information contained in the Post, for the bona fide and realistic formulation of the terms of the Service Agreement, and for the contractual performance of the Service Agreement towards the other party;
 - For compliance with the regulations applicable to Platform Users.
- 7.2 The Users also undertake that
 - any content appearing on the Platform, regardless of whether it was published by the Service Provider, any User, or another third party, shall not be included on a third-party website or made public or used for other business purposes without the prior written permission of the Service Provider;
 - the Platform is not used for illegal, unfair or for any reason immoral purposes;
 - the Platform in accordance with 5.2. is not used in violation of point (for the purpose of creating sales contracts, rental contracts or other contracts for purposes other than Return Services);
 - the Platform is not used to commit crimes (especially money laundering, racketeering, or any other crime);
 - the information they publish on the Platform cannot be directly or indirectly harmful to the Service Provider or any other person. This includes, in particular, an economic disadvantage actually or potentially caused to the Service Provider, as well as damage to its reputation, or a real threat thereof.
- 7.3 With regard to the information provided by the User, the User undertakes that any information uploaded or sent to the Platform
 - up-to-date and real; as well as
 - is not false, inaccurate or misleading;
 - it is not considered illegal, unfair or immoral in any way, so in particular it does not violate provisions on consumer protection, unfair competition, criminal law, equal opportunities, commercial communication;
 - does not violate any third party's copyright and other intellectual property rights, reputation, honor, trade secrets, or any other privacy rights;
 - is not obscene or does not contain information that the Service Provider, in its sole discretion, deems inappropriate in any form;

- does not contain any harmful codes ("viruses"), data or instructions that, whether intentionally or unintentionally, cause damage or disable, complicate any of the intended functions of the Platform, including, but not limited to, viruses, Trojans, or other computer programming routines that can damage, modify, delete, or access any system, data or personal information in the background without authorization.

7.4 The Service Provider does not carry out any activities related to the payment of taxes for the Service Contracts created by the Users, by registering the User and concluding the Service Contract, he undertakes to establish, declare and pay all kinds of public burdens, especially taxes and contributions, arising from the income generated in connection with the performance of the activity .

8 Payment methods

8.1 Following the creation of the Service Agreement, the Recipient shall pay the Finder's Commission Fee and the Service Provider's Intermediary Fee at the same time as the order. Payment is possible via Stripe's secure payment interface, via bank card.

8.2 By paying by bank card, Users can comfortably and securely settle the consideration of the Service Agreement, the Intermediary Fee and the Commission Fee. In the case of payment by bank card, the User can pay via Stripe's payment interface. The Service Provider does not transmit user data to Stripe, nor does Stripe have access to any bank data related to Users, except for the confirmation of the success of the transaction.

8.3 The Order Fee paid by the Leaver is held in escrow by Stripe, which amount is paid and released in accordance with the provisions of these GTC.

9 Scope of contracts, right of withdrawal and termination

2. User agreement

9.1 The intermediary (user) contract established between the Service Provider and the Users on the basis of these Terms and Conditions is created for an indefinite period of time and is automatically terminated - by which the User's account and the data provided at the time of registration are deleted - if the User does not use the Platform for a full year (does not log in to it), and does not respond to the warning e-mail sent by the Service Provider about the deletion. In case of automatic termination of the contract, the User is entitled to register again at any time.

9.2 Both the Service Provider and the User are entitled to terminate the user agreement in accordance with the previous point without reason, with immediate effect. It is possible to terminate the User by deleting his user profile on the Platform. At the same time as termination, the Service Provider is entitled to unilaterally decide whether it wishes to allow the User to re-register in the future. The Service Provider excludes all financial liability in connection with its termination. In case of normal termination, the Service Provider is not obliged to refund the brokerage fee.

9.3 The Consumer is also entitled to terminate the user agreement established on the basis of these GTC within the legally defined deadline without giving reasons. The Consumer may exercise the right of termination within fourteen (14) days from the date of conclusion of the contract. If the Consumer wishes to use his right of termination, he must send a clear statement of his intention to terminate ("**Termination Statement** ") to the Service Provider within the above deadline to any of the contact details indicated in point 1 of these GTC (in the form of a letter sent by post or electronically). . It shall be considered that the Consumer exercises his right of termination within the deadline if he sends his Termination Statement to the Service Provider before the expiration of the above-mentioned deadline. The Service Provider will immediately confirm the receipt of the Consumer's Notice of Termination by e-mail and take measures to terminate the contract.

9.4 If the Consumer terminates the contract in accordance with the legal regulations, the Service Provider shall immediately, but no later than within 14 days of receiving the Consumer's Notice of Termination, or of becoming aware of the termination, refund the part of the amount paid by the Consumer as an intermediary fee in proportion to the performance, including the costs incurred in connection with the performance also (if such were applied). During the refund, the Company uses a payment method identical to the payment method used during the original transaction, unless the Consumer expressly consents to the use of another payment method; due to the application of this refund method, the Consumer will not be charged any additional costs.

3. Service Agreement

9.5 The Service Contract created between the Leaver and the Finder is created for the duration of the Return Service, for a fixed period of time. The right to terminate the Service Agreement without reason

is excluded after the return service has begun.

- 9.6 Within the scope of the Service Agreement, the Consumer is not entitled to use the right of withdrawal/termination detailed in clauses 9.3 – 9.4 of these GTC, given that the Leaver and the Finder are both consumers, and as such the contract is not considered a contract between a consumer and a business.

10 Connection with other service providers

- 10.1 During the operation of the Platform, it may contain connection points that provide Users with automatic connection to other Internet websites and other service providers. These related websites are managed by third parties, the Service Provider assumes no responsibility for their operation.
- 10.2 The Service Provider provides detailed information in its data management information about the transmission of the personal data it handles to third parties through such connection points.

11 Responsibility

- 11.1 As an intermediary, the responsibility of the Service Provider extends to the mediation of contracts, so the Service Provider is not financially responsible for any non-performance or damages arising from mediated contracts. The Service Provider is solely responsible for ensuring the operation of the Platform in accordance with these General Terms and Conditions during the mediation of the contract.
- 11.2 The use of the Platform for other purposes beyond the mediation of Return Services related to Lost Items is prohibited without the consent of the Service Provider. The Service Provider is not liable for any damage caused during such use.
- 11.3 Accessories warranty information
4. In the event of faulty performance by the Service Provider, the User may assert a warranty claim against the Service Provider.
5. The User - at his choice - can make use of the following accessory warranty claims:
6. You can request a repair or replacement, unless the fulfillment of the request chosen by the User is impossible or the Service Provider would incur disproportionate additional costs compared to the fulfillment of another request. If the User did not or could not request the repair or replacement, he may request a proportional delivery of the compensation or he may repair the defect himself at the expense of the Service Provider or have it repaired by someone else or - as a last resort - withdraw from the contract.
7. The User may switch from his chosen accessory warranty right to another one, but he bears the cost of the switch, unless it was justified or the Service Provider gave a reason for it.
8. The User is obliged to report the error immediately after its discovery, but no later than within two months from the discovery of the error. We would like to draw your attention to the fact that accessory warranty rights can no longer be asserted beyond the two-year limitation period from the completion of the contract.
9. Within six months from the date of performance, there is no other condition for validating the Consumer's accessory warranty claim, apart from the notification of the defect, if he proves that the service was provided by the Service Provider. After six months from the date of performance, however, the Consumer is obliged to prove that the recognized defect was already present at the time of performance.
- 11.4 Product warranty information
10. We would like to inform you that due to the fact that the Service Provider does not sell movable things, it is not covered by product warranty.
- 11.5 The Service Provider excludes all responsibility for the behavior of Users when using the Platform.
- 11.6 The Service Provider excludes its responsibility for any behavior shown in connection with the use of the Platform that violates the security of the information systems used by Users, in particular the use of computer viruses and other harmful devices, unauthorized access to personal and other data held by the Service Provider, their destruction, damage, disclosure.
11. The perpetrator of such behavior is solely responsible for damages caused by such behavior or in connection with it. At the same time, the Service Provider does everything that can reasonably be expected according to the current state of the art in order to prevent unauthorized persons from accessing the database of the Platform it manages.
- 11.7 The Service Provider excludes its responsibility for any failure that occurs for reasons beyond its

control, which temporarily, periodically recurring, or permanently hinders or fails to achieve the purpose of the Platform. The Service Provider is entitled to temporarily suspend the continuous availability of the Platform for the purpose of updates, or in the event of a server error, without liability for compensation.

- 11.8 The Service Provider excludes all liability for possible damages resulting from malfunctions or improper operation.
- 11.9 The Service Provider reserves the right to limit, suspend or permanently terminate the availability of the Platform.

12 Copyrights

- 12.1 The User is only entitled to use the Platform for private purposes, which may not directly or indirectly serve the purpose of earning or increasing income in addition to the consideration received by the User for the Return Services, unless otherwise provided in these Terms and Conditions.
- 12.2 By uploading any author's work to the Platform (in particular by uploading photographs in Posts), Users grant the Service Provider an unlimited and irrevocable, royalty-free right to use them in time and space with regard to the property rights as a whole, so in particular their use, reproduction, modification, revision and adaptation in order to ensure the proper functioning of the basic services of the Platform, as well as for any marketing (thus especially advertising) activities of the Platform.
- 12.3 Any commercial use of the Platform requires the prior written consent of the Service Provider or the express permissive provision of these GTC. The use of the logo of the Service Provider and the Platform is only possible with prior permission.
- 12.4 It is possible to take any material from the Platform's surfaces and its database, even with written consent, only with the Service Provider's designation or indication.
- 12.5 The Service Provider reserves all rights to all elements of the Platform, including, above all, its source code, the name of the Platform and its domain names, the secondary domain names formed with them, and its Internet advertising surfaces.
- 12.6 It is forbidden to adapt or reverse engineer the content of the Platform or certain parts; use any application that can modify or index the Platform or any part thereof.
- 12.7 The name Loofie is protected by copyright, and its use is possible only with the written consent of the Service Provider.

13 Disputes arising between users

- 13.1 The Service Provider relies on the self-organization skills of the Users, and hopes that no problems will arise when using the Platform. Disputes arising within the scope of the mediated services are resolved directly and peacefully by the Users.
- 13.2 The Service Provider undertakes no obligation to judge or to intervene to the smallest extent in the settlement of disputes arising between Users. The Service Provider reserves the right that, if it can thereby improve user satisfaction related to the use of the Platform, it will try to deal with the problems in controversial matters that have arisen between Users.
- 13.3 If any legal dispute between Users is not resolved satisfactorily, either party may initiate court proceedings.

14 Contact and complaint handling

- 14.1 In the event of any user complaint related to the operation of the Platform, the Parties are obliged to conduct negotiations in order to settle the user complaint and prevent legal disputes.
- 14.2 User complaints can be submitted to the e-mail address hello@loofie.co or by letter to the Service Provider's headquarters. Within 30 days of receiving the submitted user complaint, the Service Provider must take substantive measures or provide a substantive response.
- 14.3 As an alternative dispute resolution method, the Consumer has the right to initiate a conciliation board procedure. In Budapest, Consumers can use the procedure of the Budapest Conciliation Board, which operates under the Budapest Chamber of Commerce and Industry.

- 12. Contact details of the Budapest Conciliation Board:
- 13. Address: 1016 Budapest, Krisztina krt. 99. III. em. 310.
- 14. E-mail: bekelteto.testulet@bkik.hu
- 15. Phone: (+36-1) 488-2131

14.4 Consumers can also use the online platform established pursuant to Regulation 524/2013/EU of the European Parliament and Council to resolve consumer disputes online. The platform is **<http://ec.europa.eu/odr>** can be reached.

16. This document is in English, it will not be filed, it will be concluded only in electronic form, it is not considered a written contract, it cannot be retrieved later, and it does not refer to a code of conduct. If you have any questions about the operation and use of the Platform, we are available at the contact details provided!

Date: December 01, 2022