

DARTSEE

General Terms and Conditions of Use

v2.8

I. Definitions	3
II. Statements of DARTSEE	4
III. The subject of the Contract	4
III.A – General terms	4
III.B – Channel partner agreement with Channel partners	5
III.C – Service and supply/support Agreement with Clients	5
Special conditions for Hospitality Clients	6
Special conditions for Office Clients	6
Special conditions for Private Clients	6
III.D – Usage right of Users and Registered Users	6
By the registration DARTSEE the Registered User can use the part of the System which is available specifically for Registered Users.	7
IV. Conclusion of Contract	7
IV.A – Channel partner agreement with Channel partners	7
IV.B – Service Agreement with Clients	7
IV.C – Agreement with Hospitality-, Office-, Private- and Registered Users	7
V. Payment conditions	8
V.A – for Channel partners	8
V.B – Service Agreement and other agreements with Clients	8
V.C – Agreement with Users and Registered Users	9
VI. Additional services for Clients and relevant fees	9
VII. Undertakings of the Parties	9
VII.1. Undertakings of the Client	9
VII.2. Undertakings of the Registered User	9
VII.3. Undertakings of DARTSEE	10
VII.4. Undertakings of Channel partners	10
VIII. Liability	10
IX. Intellectual Property	10
X. Data processing	11
XI. Term and termination of the contract	11
XI.1. Term	11
XI.2. Termination	11
XII. Confidentiality	12
XIII. Complaint resolutions	13
XIV. Other provisions	13
XV. Special rules concerning conclusion of contract by electronic means	14

This document contains the General Terms and Conditions of Use (hereinafter referred to as GTCU) for the distribution and using of the Dartsee Platform – which includes services related to information society (Software provided as a Service) – and related services, by Channel partners, Clients and their Users/Administrators, operated and provided by Dartsee Kft. (company registration number: 13-09-200713, seat: Hungary, 2083 Solymár, Vasút utca 15/d, tax ID number: HU26784744, bank account number: 16200106-11646417, SWIFT: HBWEHUHBXXX, registering authority: Court of Registration of Budapest Area Court of Justice) as the service provider of the Dartsee Platform (referred to as DARTSEE).

Versions

- v2.2: First published version
- v2.3 Adding termination by closure of business part
- v2.4 Adding definition of Base hardware, Sales Channel Partner
- v2.5 Adding small changes to cover home and office use
- v2.6 Small changes related to the PO, using “Channel Partner” instead of “Distributor” for these partners
- v2.7 Changes related to clarifying that Dartsee Platform Software is provided as service; changes related to definition of Force Majeure
- v2.8 Introducing different Subscription levels and packages

Please read these General Terms and Conditions of Use carefully and use our services only if you agree with all points and accept to be bound by them.

In case the contract is concluded by electronic means (meaning that the order is made by filling-out the electronic order form and accepting this GTCU electronically) then the compulsorily applicable legal regulations detailed in clause “Special rules concerning conclusion of contract by electronic means” shall also apply.

In case the contract is signed on paper then by signing the contract the contracting parties accept the terms and conditions of this GTCU.

This GTCU version 2.8. shall be valid from May 1st of 2026 for an indefinite period, or until withdrawn/amended. DARTSEE is entitled to amend this GTCU unilaterally by informing the Channel partners and Clients (and the Users and Administrators of the Client) in advance. The information of the amendment shall be published by DARTSEE at least 30 days before entering into force of the revised GTCU. The amended provisions will become effective for the Channel partners and Client (and the Users and Administrators of the Client) by the date of effect announced. If a Channel partner or a Client, with an existing contract, does not agree with the amendment of the GTCU, then this should be communicated to DARTSEE without delay but not later than 5 working days before the amendment of the GTCU becomes into force.

The provisions of this GTCU shall stay in force until DARTSEE operates the Dartsee Platform or in case of termination of it until the services are still being performed, and further during the term of the validity of warranty claims. All information regarding the operation of the Dartsee Platform, as well as the present GTCU shall be part of the Contract and binding on all parties.

With respect to matters not regulated by this GTCU, the effective Hungarian legislations, particularly the provisions of the Act V of 2013 on the Civil Code, the Act CVIII of 2001 on certain issues of electronic commerce activities and information society services shall apply. If any clause or provision of this GTCU according to the effective Hungarian legislation is unlawful or null and void, or both, such clause or provision shall be separated from the other provisions of the Contract which remain in force. The invalidity of any provision of the Contract or this GTCU shall not result in the invalidity of the GTCU and/or Contract as a whole, unless it is clear that the parties would not have concluded the contract without the invalid provision.

In case of any question regarding the operation of the Dartsee Platform, or processes of order and delivery please contact us using the support@dartsee.com e-mail address.

I. Definitions

- “Software”: means the application of the Dartsee Platform, which is available on the Clients’ computers, tablets and phones as responsive web applications, and on central server(s) maintained by Dartsee. Client can choose between different Dartsee service packages that correspond to different Software feature sets. The Software packages” informative description can be found on www.dartsee.com.
- “Module”: an activated copy of a separate module of the Software.
- “System”: the Dartsee Platform and all of its hardware and Software solutions together.
- “Channel partner”: a person or organization setting up and supporting the System at the Client’s location and being involved in the project as requested by Client.
- “Distribution Area”: the geographical area on which the Channel partner is working and where the Channel partner is authorized to distribute the Software and provide services related to the Software.
- Sales channel Partner (“Partner”): A Channel partner who is not responsible for building, maintaining and supporting the repair of the base hardware of Dartsee Platform.
- “Client”: the company who pays for the Service fee for the usage of the Software, to use it at its premises by providing the use of the System to its guests as Users. Different kinds of Clients:
 - a) “Hospitality Client”: is a company working in the hospitality industry running venue(s) and operating the System for revenue generating
 - b) “Office Client” is a company which does not, and cannot use the System for revenue generation; Office Client can only use the System for own employees and guests
 - c) “Private Client” is a private person Client who does not, and cannot use the System for revenue generation; Private Client can only use the System for own entertainment
- “Administrator”: the person receiving access to the administrative interfaces of the Dartsee Platform appointed by and proceeding on behalf of the Client.
- “User”: the person (players) receiving access to some of the Modules of the Software by receiving the access to the Dartsee Platform. Different kinds of users:
 - a) “Hospitality user” is a private person user playing at a venue, e.g. bar, bowling alley, family entertainment center, cruise boat, where the System is run by and paid for by a Hospitality Client.
 - b) “Office user”: a private person user playing in a corporate setting, in an office, where the System is run by and paid for by an Office Client.
 - c) “Home user”: a private person user playing in a private home environment, where the System is run by and paid for by a Private Client.
- “Registered User”: persons who register (by name, e-mail address and password) as User.

- “Period of Use”: the time period between the start-up and closure of any Module. In case of several active Modules, the period between the start-up of the first Module and the closure of the last Module. The time period when none of the Modules are active shall not be included in the Period of Use.
- “Access period”: the time period till the Client has access to the administrative platform and to its data collected through this platform until then.
- “Additional Services”: the Services as defined in the section titled as “Additional Services” to which DARTSEE grants access during the Access period of the Software for Clients.
- “Licencee(s)”: Channel partners, Clients, Administrators, Users and Registered Users when referred together with regard to the use of the Dartsee Platform Software as a service.
- “Base hardware”: the basic hardware which is necessary to run the Dartsee system, and does not include extra other generic components like the tablet for the admin interface, TV, dart board, darts, etc. Client can choose between different types of Dartsee Base Hardware, Client’s choice shall be detailed in separate Purchase Order.
- “Commodity hardware”: the hardware components needed for the System to be used, but are not included in the base hardware. For example, but not limited to TV, Tablet, TV cover plastic.

II. Statements of DARTSEE

DARTSEE declares that it is the sole owner and IP right holder of the Dartsee Application (hereinafter: Software), DARTSEE declares and warrants that it owns the copyright of the Software, in particular with the user rights which permit the providing of the use of the Software to the Client as a service, has sole right to utilize the Software and provide it for distribution and/or use.

DARTSEE declares that it does not have any knowledge of any infringement of trademark, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secret or other similar rights of third persons by the use and utilization of the Dartsee Platform.

DARTSEE declares that it has the expertise and knowledge to set up and operate the systems required for the running of the Dartsee Platform and can provide the Clients with appropriate guidance on these systems.

III. The subject of the Contract

III.A – General terms

Licensees acknowledge that the System, including the Software, the online interface and the hardware is under copyright protection, Licensees may use them within the frames of the present GTCU only. DARTSEE is the sole beneficiary of the copyright on the content of the system displayed on the online surface (especially any pictures, audio text, graphic content, the solutions and unique features of the Software). Licensees are not authorized to use these contents for their own purposes other than as prescribed in the present GTCU (copy, publish, multiply, rework etc), such use is only allowed with previous written approval of DARTSEE.

All rights are reserved by DARTSEE concerning all the elements of the System, especially but not exclusively the domain and related sub-domains and pages, its source code, design, creative materials, game mechanics.

DARTSEE retains the right to delete access of any Licensee whose activity, without authorization, aims or attempts to copy database, discover source code, upload new content or override content of the System, or is suitable for such action.

Licensees use and utilize the Software at their own risk. DARTSEE expressly excludes all liability for damages to the greatest extent as permitted by law (damages caused wilfully, and to life, health and bodily integrity are excluded) which originate from the use of the system.

While using and utilizing the online surface/Software, Licensees are obliged to proceed fairly and with good faith and abstain from actions that breach or could breach third party rights or legal regulations directly or indirectly; and are obliged to have this obligation observed by their Users/Administrators.

The Software system of the Dartsee Platform is licensed (provided as a service) not sold, and Dartsee reserves all rights to the Software system not expressly granted hereby, whether by implication, estoppel, or otherwise.

Licensees are expressly prohibited from decompiling, disassembling, reverse engineering, or reducing the Software or any components thereof for any purpose whatsoever. Licensees may not unlock or otherwise attempt to discover the hardware part of the System or the source code or underlying algorithms of the Software operating the System. Licensees are expressly prohibited from adapting, modifying, translating or creating any derivative works based in whole or in part of the System or the related Software, and from merging the Software operating the System into any other software. Licensees are expressly prohibited from dividing or reselling right to use the System or the license related thereto and reselling part(s) of it outside the scope of the present GTCU.

III.B – Channel partner agreement with Channel partners

DARTSEE and Channel partners sign a separate contract regarding the terms of their agreement which refers to this GTCU, and individual Lead Descriptions (“LD”) about particular projects (installations at Clients).

The providing of the use of the Software as a service, includes DARTSEE granting a limitedly transferable licence to the Channel partner based on which DARTSEE and the Channel partner grants a licence to the Client contracting through the Channel partner to use the Software. The usage by Channel partner and Client is detailed in the connecting LDs and Purchase Orders (“PO”s).

III.C – Service and supply/support Agreement with Clients

The subject of the Contract is

- (i) the providing of the Dartsee Platform and use of Software as a service, based on which Client have the non-exclusive right of use of the Software, limited in time to the term of the Contract and limited in transferability as per the below, and
- (ii) providing the server(s) for the running of the Software and providing regular maintenance, updates, bug-fixes etc. for proper operation of the Software; and
- (iii) provide the Client with documentation guide on the types and quantity of hardware required to build system; and
- (iv) if ordered by Client then perform Lane setup and System configuration and provide remote, and if required, on-site assistance for the Client for the set-up and local running of the system, by the Channel partner or directly from Dartsee.

Specific conditions of the Contract should be detailed in purchase orders as per Attachment 1 - SAMPLE Purchase Order (PO).

The Software is serviced on a “*one lane – one licence*” basis, meaning that if the Client intends to operate more than 1 lane, then the number of Software subscriptions to be ordered by the Client should be determined based on the number of lanes to be operated.

The Client’s usage right shall include the access to and use of the Module(s) of the Software during the Period of Use, and the access to the administrative platforms and the Additional Services during the Access period. As part of the service DARTSEE grants a *limitedly transferable* usage right to the Client based on which DARTSEE grants a licence to the Client to use the Software only on its appointed premises as determined on the PO. The Client in no way shall lend, lease, transfer the licence and the usage right any further without DARTSEE’s written consent. The Software and its inner structure shall not be reverse engineered, decompiled, and analyzed.

DARTSEE shall provide the Client with a proper documentation guide on the types and quantity of hardware required to set-up the System including the details as necessary for any non-professional to place orders for hardware at any supplier.

Special conditions for Hospitality Clients

Hospitality Clients can use the System as a revenue generator,

- a) directly, by making Hospitality Users pay for using the System, or
- b) indirectly, by generating bigger revenue because the Hospitality Users and their guests spend more time at the Hospitality Client’s venues.

It is the sole discretion of the Hospitality Client if it provides the System for its guests as Hospitality Users for a discounted fee or free of charge, this will not affect the fees payable by the Hospitality Client to DARTSEE.

Clients, whose contract with Dartsee does not specify which kind of Clients they are and their contracting period started before 22nd of October, 2022 (when this document first specified the differences between different Clients) are considered Hospitality Clients.

Special conditions for Office Clients

Office Clients cannot, directly or indirectly, use the System as a revenue generator. Office Clients can install the System in office spaces for entertainment purposes for their employees and guests. Office Users cannot pay to the Office Client for using the System, or related to using the System, e.g. spending more time at the Client’s venue(s) while paying for the Office Client.

Special conditions for Private Clients

Private Clients cannot, directly or indirectly, use the System as a revenue generator. Private Clients can install the System in their private homes for entertainment purposes for themselves and their guests. Private Users of System at Private Clients cannot pay to the Private Client for using the System, or related to using the System, e.g. spending more time at the Client’s venue(s) while paying for the Private Client.

III.D – Usage right of Users and Registered Users

The User’s usage right derives from the Client, DARTSEE shall not in any way intervene in the Selection of Users. Nor will DARTSEE intervene if the Hospitality Client charges the Users a fee for using the System on the premises of the Hospitality Client, or if providing the System for the Hospitality Users as a free of charge service.

Nevertheless, the Client cannot provide, therefore Users cannot obtain any more rights concerning the System than what is detailed in section III.B. above, meaning that the Client can only authorize the User with the right to use the System on the premises of the Client and only for the term as allowed by the Client.

The User in no way shall lend, lease, transfer the license the usage right any further without DARTSEE's written consent. The Software and its inner structure shall not be reverse engineered, decompiled, and analyzed.

Users may create personal profiles in the System by completing a registration (by name, e-mail address and optionally a password). Registration is not obligatory, it is only a convenience service. Registered Users can login the System at any Clients' premises by their username (easier access), and as the Dartsee Platform is enhanced could have access to extra services provided by DARTSEE directly (review of game pictures/videos, track own records of games, and share such data as a link on social networks, etc.).

By the registration DARTSEE the Registered User can use the part of the System which is available specifically for Registered Users.

IV. Conclusion of Contract

IV.A – Channel partner agreement with Channel partners

The Contract can be concluded by written form only. After all relevant conditions are agreed, DARTSEE and Channel partner shall sign the Channel partner contract, lead description together. This GTCU and the relevant Channel partner contract and Lead Description (LD) together with respective attachments, if any, constitute the entire understanding between the Channel partner and DARTSEE for the subject matter hereof/thereof, and supersede any and all prior written or oral representations for the same. No amendment or modification of the terms of the Contract shall be valid, unless it is agreed and executed in writing between the contracting parties.

The Contract documentation may be executed in counterparts all of which taken together shall constitute one agreement and copies may be exchanged electronically, such as by e-mail (e.g. PDF), e-signature systems (e.g. hellosign.com) and such electronic copy of the signed document will be considered valid and binding on the signing party.

IV.B – Service Agreement with Clients

The Contract can be concluded by written PO, including e-signature systems (e.g. hellosign.com) or by electronic means by voluntary registration (Registration) in the application on the Purchase Order surface in accordance with the special rules of point XVI. (Purchase Order).

This GTCU, Privacy Policy and the relevant PO together with respective attachments, if any, constitute the entire understanding between the Client and DARTSEE for the subject matter hereof/thereof, and supersede any and all prior written or oral representations for the same. No amendment or modification of the terms of the Contract shall be valid, unless it is agreed and executed in writing or by electronic means between the contracting parties.

The Contract documentation may be executed in counterparts all of which taken together shall constitute one agreement and copies may be exchanged electronically, such as by e-mail (e.g. PDF), e-signature systems (e.g. hellosign.com) and such electronic copy of the signed document will be considered valid and binding on the signing party.

IV.C – Agreement with Hospitality-, Office-, Private- and Registered Users

The User's usage right derives from the Client, DARTSEE shall not in any way intervene to how the Client selects the Users, and whether or not the Client concludes a written contract with the Users. Nevertheless, since the usage right of the Users is concerned by the limitations of the usage right of the Client as detailed in the present GTCU, therefore – to communicate clear conditions, and ensure that Users are aware of such conditions – the Dartsee Platform will show the present GTCU for the Users at the time they opt-in the System on the premises of the Client, and Users may only start the game by indicating that they are fully aware of the extent of the usage right granted. Also, the all-time valid version of this GTCU is available on the Dartsee website at dartsee.com/gtcu.

The Contract between DARTSEE and Registered Users can be concluded by electronic means by voluntary registration in the application in accordance with the special rules of point XV.

By the conclusion of the Contract the Channel partner/Client/Registered User states and warrants that he/she is of age (18), or that the terms are accepted by a person authorized to do so. The party accepting this GTCU is of full legal capacity, his/her capacity for concluding contracts is not limited in any way. In case of concluding the Contract by a legal person, the representative states and warrants, that the legal person is duly established and operates in accordance with applicable legal provisions and the legal person is not subject to bankruptcy, liquidation, or winding-up procedure and the representative has due authorization to conclude the Contract and to exercise rights and perform obligations under the Contract.

By the conclusion of the Contract the Channel partner/Client/Registered User undertakes an obligation that in case of any change in the data in the Contract/Registration occurs, then the Client shall update the data without delay in order to be up-to-date and complete as per actual data. Modification of the data can be completed in the System.

Channel partners, Clients, Administrators and Registered Users are liable for keeping entering passwords confidential, please make sure that your password is not accessible for any third person.

V. Payment conditions

V.A – for Channel partners

Channel partner agreements with Channel partners are described in the Channel partner contract and the connecting purchase orders.

V.B – Service Agreement and other agreements with Clients

Depending on the service ordered, Clients shall be obliged to pay the following types of prices/fees.

- initial fees of installation (lane setup, system config, remote or on-site guidance)
- price of hardware equipment if supplied by DARTSEE / Channel partner
- monthly Service fee for usage right and support services.

Specific conditions regarding selected Software packages, fees and payment conditions (including actual fees, any special discounts, instalment payments) are to be detailed in POs.

Unless otherwise agreed in the PO, DARTSEE retains the right to unilaterally change the monthly Service fee, any such change will be communicated to Clients via e-mail at least 60 days in advance. In case the Client does not agree with the change in the fees, and the Parties cannot reach a mutual agreement, the Client may terminate the Contract with a 30 days notice period.

DARTSEE shall issue electronic invoices of the relevant fees and shall forward the invoice to the electronic address of the Client designated as contact address in the PO.

In case of late payment, besides the statutorily established flat-rate collection penalty applied within the EU for business entities (currently 40 EUR/invoice) DARTSEE shall be entitled to claim 3% monthly late payment penalty for the overdue amount.

In case the Client fails to meet payment obligation within the specified deadlines, then after 2 unsuccessful payment notices DARTSEE is entitled to suspend the provision of the System until the payment obligations are fully met. In case the Client fails to meet payment obligation on repeated occasion DARTSEE is entitled to suspend the provision of the System without payment notice.

V.C – Agreement with Users and Registered Users

The User's usage right derives from the Client. In case of Hospitality Users DARTSEE shall not in any way intervene if the Hospitality Client charges the Hospitality Users a fee for using the System on the premises of the Hospitality Client, or provides the System for the Hospitality Users as a free of charge service. In case of charging a fee, Hospitality Users shall pay this fee directly to the Hospitality Client and cannot have any claim whatsoever against DARTSEE concerning such fee.

Office and Private Users cannot be charged by the Office/Private Client any fees for the use, or in connection with the use of the System.

Currently Registered Users may use the parts of the Dartsee Platform available for Registered Users free of charge.

VI. Additional services for Clients and relevant fees

DARTSEE offers access to the following services for Clients during the use of the Software. Specification of the order and fees of the particular services can be agreed in the Purchase Order or can be elected on the Purchase Order surface.

Support. E-mail assistance services related to the technical use of the system.

Analysis. The analysis and categorization of the statistical data collected with the Software.

VII. Undertakings of the Parties

VII.1. Undertakings of the Client

Managing the Administrator account: The Client shall protect the Administrator password protected account. One Administrator account shall be used only by one person. The Administrator shall be liable for any and all activity in the Administrator account.

Clients are solely responsible to ensure adequate internet connection and hardware, software infrastructure necessary to the proper operation of the Software.

VII.2. Undertakings of the Registered User

Managing the Registered User account: The Registered User shall protect the password protected account. One Registered User account shall be used only by one person. The Registered User shall be liable for any and all activity in the Registered User account.

Registered Users are solely responsible to ensure adequate internet connection and hardware, software infrastructure necessary to the proper operation of the part of the System.

Registered Users have sole responsibility, therefore should pay careful attention to what is downloaded by the Registered Users from the System (i.e. videos, photos ect.) and Registered Users should only share such downloads if that sharing does not violate third persons' rights. Registered Users shall have full liability for actions taken with downloaded materials after they are downloaded to their own devices.

VII.3. Undertakings of DARTSEE

DARTSEE undertakes to take any possible efforts to ensure the continuous operation of the Software, and to start the troubleshooting of any occurred errors within 24 hours as of the notification of the error. In case of an interruption in the access to the Software is detected during the usage, the Access period of the Client shall be extended by the period of the time of the interruption. Due to the complex nature of computer softwares DARTSEE shall not guarantee that the delivered software will function without any errors or disturbance and will be compatible with any and all device and software configuration.

DARTSEE makes all reasonable efforts to ensure the continuous availability of the system but interruptions may occur due to maintenance or for other reasons. DARTSEE has no responsibility or liability for any loss of data due to the interruption of the system.

DARTSEE shall not limit the Client's Access period, and grants access for the Client to the Software on an administrator level at any time. DARTSEE's dissolution without successors shall be an exception, when DARTSEE shall notify the Client at least 2 months prior to the dissolution.

VII.4. Undertakings of Channel partners

Undertakings of Channel partners are defined in the Channel partner contract and the related documents.

VIII. Liability

DARTSEE declares that DARTSEE is the sole proprietor of the IP rights of the Software and DARTSEE has the right of disposal whereby DARTSEE can use it or sublicense it or provide it as a service under this GTCU.

DARTSEE warrants that no third party has any rights that would restrict or impede the usage rights under this GTCU.

DARTSEE provides the System as a service, as previously inspected and tested. DARTSEE hereby excludes its liability towards the Clients, Users and/or third parties for any direct or indirect consequences arising from the use, usage, operation of the System. This liability shall be borne solely by the Client / Channel partner.

Considering the method of determining the monthly service fee (that is in case of a System outage, after a certain volume a discount is applied in the fees) DARTSEE hereby excludes expressly its contractual liability for the continuous availability of the System; furthermore, DARTSEE excludes its total liability for any monetary or non-monetary damages, loss of income, cost increase, loss of profit or any other disadvantages arising from the Users not using the System with due care and diligence.

IX. Intellectual Property

The Channel partner, Client and User shall: (a) respect, protect, defend and maintain the validity and enforceability of DARTSEE's intellectual property; (b) promptly advise DARTSEE in writing of material infringements of its intellectual property; and in addition to this, Channel partner and Client shall (c) not allow any intellectual property material to its business to be abandoned, forfeited or dedicated to the public without DARTSEE's written consent.

The Client, Channel partner and User agree that DARTSEE accepts and might use their ideas, designs, feedback and other information, documents provided by them to enhance its product and services, but this does not give any right to the Client, Channel partner or User related to DARTSEE's Intellectual Properties.

X. Data processing

Concerning the personal data being collected in the Dartsee Platform, and also the data of the Channel partner/Client/Administrator, DARTSEE acts according to the data processing policy accessible through its website under the following address:

<http://www.dartsee.com/privacy-policy>

In data processing matters DARTSEE is accessible through the following e-mail address: support@dartsee.com

XI. Term and termination of the contract

XI.1. Term

The contract terms concerning the Channel partner and the Client are defined in the relevant LD and PO respectively.

The contract terms concerning the Users is determined by the Client solely, therefore the System is only available for Users as long as the respective Client provides access to the System for Users, which cannot be longer than the respective Client having contract with DARTSEE.

The contract term concerning Registered Users in connection with part of the System is available after registration by the Registered User and ends by cancellation of the profile.

XI.2. Termination

Termination of the Contract for Channel partners is defined in the Channel Partner Agreement.

The Contract shall terminate in the following cases:

- in case of definite term LD or PO, by the lapse of the definite term, in such case the Channel partner/Client may not terminate the Contract by ordinary termination;
- if the Parties terminate it with mutual consent, which can be completed in any case by individual agreement;
- in case of indefinite term LD or PO - unless otherwise agreed in the respective LD or PO, especially in cases where an exclusivity was given for an area - after 30 days from submission of a termination notice in written format;
- in case of the dissolution of either Party (close of business): the Party closing business notifies the other Party in written format 90 days prior. In case of Dartsee's dissolution the Client gets right to use the System for 12 months more;
- in case of a Private Client the contract terminates by the decease of the Private Client
- through termination notice with immediate effect:
 - Either Party may terminate the Contract with immediate effect by written notice to the other Party in the event the other Party has committed a material breach of the Contract which has not been cured within 10 days as of a written notice of this breach.
 - furthermore, through termination notice with immediate effect in case bankruptcy or liquidation procedure is ordered against the other Party or the other Party resolves on its dissolution without legal successor.

In case a Hospitality or Office Client is terminating the contract, it accepts that it will not use a system which is a competitor of the Software for 6 months, starting from the last usage of the Software in places covered by this contract and its purchase orders.

The termination of the Channel Partner agreement with the Channel partner does not influence the effect of Contracts between DARTSEE and the relevant Client introduced by the Channel partner. The termination of the Channel Partner agreement with the Channel partner revokes the Channel partner's right (and obligation) to provide support for the relevant Clients except if the Parties agree otherwise in written format.

Registered Users may cancel their profiles at any time without any consequences.

XII. Confidentiality

All facts, information, solution or data which has come to the knowledge of the Parties relating to each other's data, financial situation, business activity, management, shareholder and business connections shall be deemed as business secrets, irrespective of whether the affected party has qualified them as business secrets, and/or has made the necessary measures to protect the secrecy of those.

The Parties shall be obliged to keep the business secrets in confidence without any time limitation even after the termination of the Contract.

At request of any party the other party shall return all originals and copies of the disclosed confidential information within 5 workdays and destroy all notes and electronically stored information that contains disclosed confidential information or refers thereto.

Business secret may be disclosed to a third party only if the other party has approved the disclosure in a prior written notice with specifying the business secret exactly; and also in case the disclosing party is statutorily obliged to such disclosure.

The Parties shall be liable for their employees, subcontractors participating in the performance of the Contract to comply with the confidentiality obligations when fulfilling their tasks.

The Parties' confidentiality obligations covers also the engaged collaborator (sub-contractor). Parties may disclose the business secret to the collaborator only to the extent it is essential for the performance of this agreement. Parties agree to enforce the collaborator's confidentiality obligation in the agreement concluded with the collaborator according to the terms herein.

The Parties shall reimburse to the other Party any monetary and non-monetary damage caused by the breach of the confidentiality obligations. DARTSEE's liability for damages – except for damages caused willfully – shall not in any case exceed the amount of twice the service fee paid by Client to DARTSEE for the services provided.

XIII. Complaint resolutions

In case of any complaint concerning the operation of the System please contact us at support@dartsee.com.

In case the dispute between DARTSEE and the Client constitutes as a consumer's dispute and is not resolved via negotiations/agreement, then the Client who classifies as a consumer may initiate a procedure of the Consumer Complaint Resolution Body competent based on the Hungarian address of the Client (if any) or by the seat of DARTSEE.

The data of the Consumer Complaint Resolution Body are available here:

<http://www.bekeltetes.hu/index.php?id=testuletek>

The Consumer Complaint Resolution Body based on the seat of DARTSEE is:

Budapesti Kereskedelmi és Iparkamara mellett működő Budapesti Békéltető Testület

Address: 1016 Budapest, Krisztina krt. 99.

Telephone: +36 1 488 2131

Fax: +36 1 488 2186

E-mail: bekelteto.testulet@bkik.hu

Clients may also take the following remedies:

- Submit complaint at Consumer Protection Authority of Hungary: Detailed information: <https://fogyasztovedelem.kormany.hu/#/nyitolap>

- Initiate court procedure: The consumer is entitled to enforce his / her claim arising from a consumer dispute before a court in civil proceedings pursuant to Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

XIV. Other provisions

Questions regarding the conclusion, interpretation, performance, and other parts of the Contract shall be governed by the laws of Hungary, especially the provisions of the Copyright Act LXXVI. of 1999 and the Act V of 2013 on the Hungarian Civil Code and in case of business association Clients Hungarian jurisdiction shall be applied.

DARTSEE is not liable to the Clients or Users or to any other person for failure of the Software due to any force majeure event. Force Majeure" means any circumstance which is beyond the reasonable control of DARTSEE, including any act of God, any intervention by a third person beyond DARTSEE's control or any omission of authorities) which prevents DARTSEE from performing obligations under or resulting from the Contract. A Force Majeure Event includes, but is not limited to, any of the following events: any law, regulation or administrative decision which, for reasons of public health and due to circumstances for which DARTSEE is not responsible, (i) prohibits the providing of the services or the performance of any other obligation, (ii) impedes the availability of labor force necessary for operation of Dartsee Platform, (iii) a general strike or labor shortage, governmental or municipal action, bad weather conditions, unavoidable natural disaster, war, revolution, import-export ban, explosion, fire, breakdown or malfunction restricting the installation or operation of the Dartsee Platform.

In case the Force Majeure event continues to exist for more than 60 days, DARTSEE has the right to terminate the Agreement by unilateral notice to the Client.

Notices under the Contract shall be delivered by registered mail or similar convenient method, including e-mails, to the seat and contact address of the Parties determined in the LD/PO and Channel partner Contract. In case of change of the contact address, the party concerned is obliged to advise the other party accordingly without delay. Damages arising from the failure or delay of notice shall be borne by the party failing to give the proper advice. Notices are deemed to be received by the date of receipt if delivered personally; unless proven otherwise notices sent by e-mail with notice of receipt are deemed to be received if the receipt notice appears in the system of the sender; notices sent via post are deemed to be received by the 2nd day after sending, in case sent by registered post then by the day as indicated on the receipt form as day of receipt; Unless proven otherwise, on the 5th day after the second attempt of delivery it shall be deemed delivered even the Parties do not have confirmation; unless proved otherwise notices sent to abroad by air mail are deemed to be receipt by the 10th days after sending.

Parties do not accept verbal notices valid. The legal representatives and the contact persons appointed on the LD/PO, Channel partner Contract or in the Registration are only entitled to make legal statements concerning the Contract. Any statement made by the contact person shall oblige or entitle the party appointing the given contact person.

Channel partners Clients and Registered Users may only transfer their rights and obligations arising from the Contract upon previous written approval of DARTSEE. By concluding the Contract, the Channel partner, Client and Registered User authorizes DARTSEE to transfer its rights and obligations arising from the Contract wholly or partially to any third party.

Any dispute arising out of, or in connection with the Contract, its breach, termination, validity, or interpretation, in case of business association Clients shall be submitted to the exclusive competence of Buda Central District Court, Hungary.

If any part of this GTCU is void or ceases to be applicable in the following, the other provisions of this GTCU are in full force and effect.

XV. Special rules concerning conclusion of contract by electronic means

Concerning Clients: With the registration in the Dartsee Platform and with placing orders (via confirmation on the Purchase Order surface) the Client acknowledges that the order of services creates contractual relationship (Contract) with DARTSEE and during the installation and use of the System, the provisions of this GTCU shall prevail. If the Client does not accept this GTCU, the registration shall not be completed, and the Client will not be able to place any order.

The PO can also be signed electronically, with a signature that qualifies as an electronic signature pursuant to Article 3, point 10 of the eIDAS Regulation (within the framework of hellosign/docuSign or other similar services). In such a case, the signing parties guarantee that their e-mail account used for the signature is used exclusively and that no third party has access to it. A document with an electronic signature is considered a written document and the conclusion of the Contract and the contractual content included in the document cannot be disputed on the basis that it was signed in an electronic document with an electronic signature.

Concerning Registered Users: With the registration in the Dartsee Platform and giving the personal data the Registered User acknowledges that the registration creates contractual relationship with DARTSEE and until the created personal profile is active the provisions of this GTCU shall prevail. If the User does not accept this GTCU, the registration shall not be completed, and the User will not be able to access the Dartsee Platform.

The purpose of the Registration is to identify the Client/Registered User and the registration data shall automatically be saved by the entering, and on the other hand the registration ensures that false orders or other communication cannot be submitted or undertaken by misusing someone else's data and password. All actions completed with the registered profile/account are traced and in case of any illegal action the trace data is used as evidence. Please make sure that your user data and password is not accessible for third persons.

In order to finalize the registration, please countercheck the given data. Acceptance of the present GTCU and the Privacy Policy is mandatory.

DARTSEE excludes liability for damages that results from registering mistaken data or registering false data willingly, and also for technical problems while input of data.

The Contract constitutes as a contract concluded electronically. DARTSEE advises the Clients/Registered Users that the Contract concluded with DARTSEE for the use of the Software does not constitute as a written contract, these Contracts are not filed by the DARTSEE, therefore the Contract will not be accessible.

Concerning termination of Contract provisions of point XI. shall apply.

DARTSEE furthermore advises the Clients/Registered Users, that via the platform English language are available for concluding the Contract. Notices concerning the Contract and the languages of contact shall also be English.