

The General Business Regulations (GBR) of the 'euHotelCenter' on-line lodging data bank accessible through the www.euhotelcenter.com, www.euhotelcenter.de and www.euhotelcenter.hu webpages, operated by VGS Information Technology Trade and Service Ltd. and Ingenieurbüro Schäffer (München).

I. CONCEPT AND MAIN FEATURES OF THE SERVICE

According to the present regulations parties interpret the concept of the service in the following way: Supplier, VGS Information Technology Trade and Service Ltd. and Ingenieurbüro Schäffer (München), by means of cooperation, creates and maintains a functional data bank through the Internet, accessible via domains www.euhotelcenter.com, www.euhotelcenter.de and www.euhotelcenter.hu, that operates online (on-demand).

- In the framework of the Internet service, Supplier provides an opportunity for visitors of the website to obtain data about lodgings on the website, without any poundage.

- for maintainers of lodgings, - after a successful registration, and choosing the tarif level and transferring it - Supplier provides the opportunity to use the data bank and enter data about their lodging(s). Costs of access to the Internet will be supported by the Advertiser.

Supplier is not qualified as a mediator of legal transactions between User and third parties, or a contractual partner in legal transactions drawn up within the framework of functional data bank. Signing and fulfilment of legal transactions are not the Supplier's responsibility, only of User's exclusive cost, risk and responsibility. Supplier is not obliged to supervise the content of the input information.

II. ADVERTISING

II./1 Registration, advertising contract

User must start the registration process by his own decision on www.euhotelcenter.com, www.euhotelcenter.de or www.euhotelcenter.hu websites on-line and confirm the acknowledgement of contents of GBR on-line. Refusing the GBR results in automatic interruption of the registration process. User can only register his data on Supplier's website by filling the registration form of Supplier after the on-line confirmation of acceptance of GBR, thus he assures the completeness and correctness of his data. Data introduced at registration can be freely altered for 3 days after registration. After this 3-day interval after the registration, Supplier sends an invoice per fax with the yearly price of use. User transfers the price of use to Supplier to the following bank account:

Holder: Ingenieurbüro Schäffer
Proprietor: Csaba Schäffer
Bank: Postbank München
BLZ: 70010080
Account no: 515598808
IBAN: DE45 7001 00800515598808
BIC: PBNKDEFF

Any extra fees in connection with the transfer will be paid by the User.

User is obliged to indicate the invoice number and the client id found on the invoice when transferring.

The advertising contract between the Supplier and the User will be valid only after the yearly price of use has been received.

The Supplier reserves the right to check data provided by the User and to delete all advertisements of the User at any time and without any explanation. Supplier is then obliged to refund the time proportional charge within 30 days. After a positive reconsideration, all data of the advertisement will be visible for visitors of the site.

Services ordered at registration, after the 3-day interval has elapsed, can be changed only by a formal letter sent to the Supplier. The required changes will take place only after the charge of the change (15 EURO + VAT) and the difference of the new yearly price because of the increased yearly price is received to the Supplier. The User accepts that if the change results in a decreased yearly price, the User is not entitled to claim the difference.

II./2 Duration of the advertising contract, payment

Duration of the advertising contract is undetermined.

The User must pay a yearly price of use depending on the services ordered, listed at the registration datasheet.

II./3 Procedure of charge

The yearly price of use must be paid after the invoice has been received. If User does not pay the charge of a given year by remittance to the Supplier's bank account within 10 days counted from the reception of the invoice by the User, Supplier is entitled to a temporary interruption of User's access to the system, and to suspend or delete all advertisements of the User. User is obliged to pay the double of the current base interest of bank as a default interest. User does not possess any sort of claim for damages owing to the temporary interruption of access to the system or suspension/deletion of advertisements arising out of paying the charge with delay.

Supplier reserves the right to change the amount of fee by his own judgement. In this case, Supplier must announce this to User 30 days in advance in e-mail, fax or a letter; thus, User can cancel the contractual relation properly before the modified charges are applied. If User does not cancel the contract after the modification of fees, the new fees are obligatory for User.

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Changing the tariff is possible at all times. In case of changing the circle and charges of service, Supplier's current valid price list is authoritative.

III. OBLIGATIONS OF PARTIES

III./1 General obligations of the User

On the basis of the advertising contract User gains title to access the functional data bank with the help of password and user name provided by the User at registration, and also to provide information according to his business aims. User is obliged to provide the technical solution for updating the information at his own expense. User agrees to make this information accessible for third persons visiting the website. Title of use of the data bank is related to contractual users only and its transfer to third persons is forbidden. User is obliged to keep the accessibility information of the data bank confidential, to prevent third persons from illegal use, and to keep the necessary arrangements for prevention.

Application of computer mechanism or software and all other conducts that would compromise the data security and operation of www.euhotelcenter.com, www.euhotelcenter.de and www.euhotelcenter.hu websites are prohibited. Users are prohibited to use and hand on the data of third persons and other users becoming accessible by use of www.euhotelcenter.com, www.euhotelcenter.de and www.euhotelcenter.hu websites, for any promotional or other purpose.

User is not entitled to copy, multiply or use the content of website in any other way without the explicit permission of the legal owner. Without the preliminary permission of the Supplier, copying and distribution of functional data bank of all sorts or any other use of the representation are prohibited.

User is entitled to use the service besides keeping the directions of the present General Business Regulations and current legislation, and obliged to abstain from such conduct of all sorts that can be qualified as abuse of law.

User is only entitled to copy the present General Business Regulations within bounds of protection of law interest. Any further use is prohibited, particularly on other websites.

III./2 General obligations of the Supplier

Supplier is obliged to provide the ordered service continuously according to the conditions of the present contract. Under continuity parties mean access of 24 hours a day. Data bank is produced and maintained by the Supplier and it is under independent legal remedy.

Supplier does not guarantee complete flawless functional database or access of website or uniform level of service. For the necessary period of servicing and removal of disturbance the Supplier can disable access for even 24 hours without informing the User or let him to lay claim to the refund of time proportional charge.

If the period of access disabling is more than 48 hours within a calendar month or the yearly average of access is less than 99%, The Supplier is obliged to repay the time proportional charge. Parties do not consider inevitable and temporary halts (server maintenance) arisen from Internet operation or unavoidable external reasons as disconnection of continuity. Resulting from such reasons the Supplier is not responsible for repaying charge or damages.

Supplier reserves the right to change the operational principle of the service and the optical representation of the data bank without letting the User to claim any kind of demand.

The Supplier is not responsible for contents, correctness and topicality of information given by the User or for the suitability of aims for visitors of the website. Supplier does not guarantee to establish legal transaction by using the service or take responsibility for solvency of visitors of the website and he is not obliged to supervise it. Providing the service on Supplier's part cannot be interpreted as a result obligation.

The Supplier is responsible for treating and protecting the User's data as trade secret according to law of data protection and rules of civil and criminal law.

IV. MODIFICATION AND CANCELLATION OF CONTRACT

The Supplier is entitled to change the present General Business Regulations at any time without any explanation. The Supplier is obliged to inform the User about this in email, and if the User does not definitely protest against the change within 2 weeks after receiving it, the change is considered as accepted on the Supplier's part.

If the contract is valid for an undetermined period of time, either party is entitled to cancel it any time with 6 weeks' term of notice at the end of a particular user year without any explanation by statement written to the other party. Term of notice starts the day on which the other party received the cancellation.

Supplier is entitled to block the access for 14 days' period of supervision, in case that User:

- a) broke the valid law, the present General Business Regulations during use of service
- b) entered invalid data
- c) a liquidation procedure has been initiated against him
- d) broke the interest of other users or applied unfair market conduct
- e) does not possess necessary solvency to fulfil the contract
- f) endangered the operation of service with his activity

During the period of supervision, proved that any of the facts listed in paragraphs a-f) exist, the Supplier is entitled to cancel the contract with immediate effect and the responsibility of costs of forbiddance and investigation is User's. In other cases, Supplier repays charge for time of forbiddance.

V. DATA SECURITY AND PROTECTION

- The Supplier is obliged to preserve data of the functional database with increased trade care as it can be expected from him.
- The Supplier guarantees that data given by the User will not be preserved or used after duration determined by him and after receiving his referring statement, and will be deleted from his registry.

VI. FURTHER DIRECTIONS

- Supplier reserves the right to have contract affair with different conditions of the present General Business Regulations including the application of altered tariffs.
- At the same time of the contract the User appoints the person who maintains relation with the Supplier by electronic mail. The User is obliged to announce the alteration of this person and his access data.
- Parties make a statement that during the validation and fulfilment of their rights arisen from the present contract they proceed with honest intentions based on the principle of intended purpose of practice of law. Parties intend to arrange controversial issues arisen from the contract in a peaceful way above all, also acknowledge the exclusive authority and competence of the District Court of München in case of failure and their legal dispute can be settled according to dispositions of German Civil Code.