



GENERAL CONTRACTING TERMS AND CONDITIONS

Valid from 01.12.2024 until revoked or amended

1. Introductory provisions

1.1. The owner and operator of the DUEGO application (hereinafter: the Application) is the Dunaújvárosi Egyetemért Alapítvány (Foundation for the University of Dunaújváros) (registered office: 2400 Dunaújváros, Táncsics Mihály utca 1. a.; tax number: 19306500-1-07; registration number of the organisation: 07-01-0001173; hereinafter: Operator).

1.2. These Terms of Use lay down the rules which the user of the Application (hereinafter: User) must accept to use the Application.

1.3. The purpose of the Application is to enable the external and internal stakeholders of the University of Dunaújváros to easily find information on the territory of the higher education institution.

2. Interpretative provisions

2.1. User: any person who uses the Application.

2.2. Application: the software published by the Foundation for the University of Dunaújváros, which enables the User to use the indoor navigation service in the University of Dunaújváros building.

2.3. Device: any device running Android or IOS operating system.

2.4. Location-positioning: specific geolocation of the user using GPS or IP address.

2.5. Parties: user and operator together.

3. Fundamental provisions

3.1. The issues not regulated in the GCTC and the interpretation thereof shall be governed by Hungarian law, in particular with regard to the relevant provisions of Act V of 2013 on the Civil Code (hereinafter: Civil Code) and Act CVIII of 2001 on certain issues of electronic commerce activities and information society services (hereinafter: Electronic Commerce Act). The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

3.2. These GCTC shall enter into force on 01.12.2024 and shall remain in force until revoked. The Operator shall be entitled to unilaterally amend these Terms and Conditions of Use at any time - with prior notice to the Users - to add new terms and conditions, and to delete certain terms and conditions. In case of changes to these Terms and Conditions of Use, the continued use of the Application by the User shall constitute automatic acceptance of the changes. If there is any change of any nature to the Terms and Conditions of Use, the Operator will notify the User through the Application.

3.3. The downloading and use of the Application is subject to the User's acceptance of the terms and conditions set out in this document as binding upon them. By downloading the Application from the App Store, Google Play, Huawei App Gallery web stores, the User acknowledges that they have read and understood the contents of these Terms of Use and declares that they accept the provisions thereof as binding.

3.4. The Operator reserves all rights in and to the Application, any part thereof, and the content appearing thereon, and the distribution of the Application.



It is prohibited to download, electronically store, process or sell the content or any part of the content of the Application without the Operator's written consent.

3.5. If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, all other provisions shall remain in full force and effect. In such a case, the invalid provision shall continue to apply to the extent permitted by applicable law. In this case, the User must accept a provision similar to the invalid, unenforceable or non-binding provision, provided that it is consistent with the content and purposes set out in the section on terms and conditions.

4. Use of the Application

4.1. The Application can be downloaded free of charge from App Store, Google Play, Huawei App Gallery web stores. The permitted use of the Application is also governed by the end user licence agreement of the web store provider in force from time to time, which will be made available by the provider. If there is a conflict between any provision of these Terms of Use and any provision of the End User Licence Agreement, the relevant provision of these Terms of Use shall apply.

4.2. Updates to the Application are available in the web stores mentioned above and can be downloaded free of charge.

4.3. The indoor navigation services available to the User may be used on the basis of Bluetooth-based positioning. The positioning is disabled when Bluetooth is turned off and the positions are not stored in the Application.

5. Liability

5.1. The Operator confirms that the data and procedures provided in the Application are intended solely for the purpose of providing free advice and information and, in this respect, excludes any liability for damages resulting from any incorrect information contained in the Application. The Operator recommends that the User considers the data contained in the application as information.

5.2. The Operator will make every effort to ensure that the information contained in the Application is up-to-date, accurate and true, but the Operator makes no warranty, express or implied, in relation to the information provided through this Application and reserves the right to make changes and corrections or to discontinue the Application or the information contained therein, in whole or in part, at any time without notice.

5.3. The Operator shall not be liable for any inaccuracies or omissions in the Application.

5.4. Users use the Application solely at their own risk, and any decision based on the information contained in the Application is the responsibility of the User.

5.5. The Operator shall not be liable for any loss or damage of any kind arising from access to or failure to access or use the Application or any information contained therein.



5.6. The Operator shall not be liable for any damages, losses, costs arising from the use of the Application, its unsuitability for use, malfunction, failure, unauthorized alteration of data by anyone, or arising from delays in the transmission of information, mobile viruses, line or system failures or other similar causes. Exceptions to this provision are cases in which the information or content contained in the Application contains incorrect or misleading data due to the Operator's fault or negligence, and the Operator has not done everything in its power to prevent this.

6. Copyright

6.1. The Application, all visual, audio and text content and the arrangement thereof are protected by copyright. Any use of them in any form beyond personal use is only possible with the express written permission of the Operator.

6.2. The Operator agrees that the User may download the Application free of charge to their mobile phone and thus acquire the right to use the Application once, which does not include the right to reproduce, distribute or adapt it.

6.3. The Operator attention to the fact that any use of the Application other than in accordance with the conditions detailed above or in violation thereof may result in civil and criminal penalties. The Operator will take action against any infringement of which it becomes aware.

6.4. The User acknowledges that if they provide the Operator with any ideas, suggestions for improvements or any other comments, the Operator may use them and the User shall not be entitled to any remuneration and/or copyright protection for it.

7. Data Protection

7.1. The Operator's Privacy Notice is available at: https://www.uniduna.hu/images/DUEA_dokumentumok/DUEA_ADATVEDELMI_SZABALYZAT_20211210.pdf

8. Complaints handling, dispute resolution

8.1. In the case of any complaints, claims or data entry errors that may arise during the use of the Application, the User may contact the Operator by sending an e-mail to kommunikacio@uniduna.hu

8.2. The Operator will investigate the User's complaint and, if possible, remedy it.

8.3. The Operator shall respond to the written complaint in writing within 30 days, giving reasons for its rejection of the complaint.

8.4. The Operator and the User shall try to settle their disputes amicably. If there is a legal dispute between the User and the Operator in connection with the use of the Application, the Parties agree to submit to the jurisdiction of the Hungarian courts and the application of Hungarian substantive and procedural law.