

General Terms and Conditions

(hereinafter referred to as: GTC)

entered into by and between

Name of the company:	Noispot Limited Liability Company <i>[Noispot Korlátolt Felelősségű Társaság]</i>
Registered address:	2500 Esztergom, Kossuth Lajos u. 40., Hungary
Represented by:	László Péter Márai, managing director
Tax number of the company:	23440005-2-11
Community tax number:	HU23440005
company registration number:	11-09-019347
E-mail address	info@noispot.com
website:	noispot.com

hereinafter referred to as: the "Service Provider",

and

the service user, that is the natural person, legal entity, business association without a legal entity, or any other legal person who may acquire rights and undertake obligations in its own name having the details specified and confirmed upon the acceptance of the agreement,

hereinafter referred to as: the "Service User",

the Service Provider and the Service User are hereinafter collectively referred to as: the "Parties",

under the following terms and conditions:

1. The subject matter of the GTC: the Service Provider represents that it is operating a system capable of providing a social pubbing service (hereinafter referred to as: "social pubbing service"). Social pubbing service is a service that allows the Service User to access thematic music channels and to play the songs listed therein, and allows the customers of the Service User to edit the playlist of songs.

The GTC includes the general terms and conditions of using the social pubbing service provided by the Service Provider, and the rights and obligations created between the Parties in the course of the use of the social pubbing service.

2. The effect of the GTC:

2.1. By signing the individual service agreement (hereinafter referred to as: "Individual Service Agreement") on the use of the social pubbing service, the Service User accepts the terms of the GTC as binding to itself. An agreement regulated by the GTC is concluded between the Service Provider and the Service User when the Service User accepts the provisions of this GTC of the social pubbing service within the framework of the procedure specified in Section 4.1. hereof.

2.2. The GTC shall be valid for an indefinite term. The Service User shall be subject to the GTC during the existence of the Individual Service Agreement concluded between the Service User and the Service Provider, providing that the Individual Service Agreement subject to the provisions of the GTC can be concluded for either a definite or an indefinite term.

2.3. Should there be any difference between the provisions of the Individual Service Agreement and those of the GTC, the provisions of the Individual Service Agreement shall be applied to the legal relationship of the Parties with respect to any differing provisions.

3. The services provided by the Service Provider

3.1. Access to music channels

The Service Provider shall provide access for the Service User to the thematic music channels compiled by the Service Provider as specified in the Individual Service Agreement, and allow the Service User to play the individual songs included in the music channels at the location specified in the Individual Service Agreement. The Service User acknowledges that it may use the social pubbing service at a location different from the one specified in the Individual Service Agreement only with the prior written consent of the Service Provider. The Service Provider may freely change the contents of the specific music channels. In case of using the service with a hardware player unit, the Service User may change the contents of the music channels compiled by the Service Provider for a charge and to the extent specified in the Individual Service Agreement. In case of using the service with a software player unit, the Service User may not change the contents of the music channels compiled by the Service Provider.

3.2 . Provision of an administration surface

By means of the use of an appropriate administration surface, the Service Provider shall provide the facility for the Service User to change between thematic music channels, to leave out or prohibit specific songs included in the respective music channel, in case of a hardware player unit, for a charge and to the extent specified in the Individual Service Agreement, to upload own songs to the music channel, and thereby to edit the music content to the Service User with due regard to the provisions of the GTC. The Service User acknowledges that it may upload only such songs over which it has an unlimited right of disposal, and which do not infringe the copyright or any other right of third parties, do not constitute an offence against public decency, public order, public trust, and do not violate the religious or ideological beliefs of others. The Service User shall have complete liability for the songs uploaded by the Service User, and the Service Provider does not take any liability for such songs.

3.3. Providing a mobile phone application for the customers of the Service User

By means of a mobile telephone application downloadable free of charge and suitable for the purpose, the Service Provider provides the facility for the customers of the Service User to perform the following actions related to the social pubbing service:

a) to vote for a song included in the playlist,

- b) to add a song included in the music channel of a certain performer to the playlist,
- c) to send a message to the Facebook wall of the customer,
- d) to view his/her own profile related to the social pubbing service, or such profile of other guests of the Service User,
- e) to buy the songs included in the playlist,
- f) to use any additional services to be created in the future as a result of the development of the application by the Service Provider and made available to the Service User free of charge or for a charge specified in the Individual Service Agreement.

3.4. Placing the Service User's advertisements

By means of the application referred to in Section 3.3, the Service Provider provides to the Service User the facility to place advertisements complying with the legal regulations from time to time and determined by the Service User on the sub-page available at the notification section of the application, and the facility that the Service User's customers can advertise the Service User at their own Facebook pages or other social media pages. The Service User's right to place advertisements shall not be exclusive.

3.6. In case of a service used by means of a hardware player unit

3.6.1. Provision of a hardware player unit

The Service Provider puts at the Service User's disposal the hardware player unit necessary for using the service, and the cables, power supply units necessary for connecting it to the Internet and supplying it with power, and the so-called "flyers" for advertising the social pubbing service, and the description necessary for the installation and use of the above. The Service User acknowledges that it shall not obtain the ownership of the assets put at its disposal, such assets shall constitute the property of the Service Provider. The Service User undertakes to return the assets handed over to the Service User back to the Service Provider in the condition such assets were handed over, after the termination of the legal relationship between the Parties, within the deadline specified in the Individual Service Agreement.

In case they become faulty, the Service Provider undertakes to repair or replace the assets handed over to the Service User. Only the Service Provider shall be authorised to repair the assets handed over to the Service User. If the hardware player unit develops a fault due to a reason within the Service User's scope of interests, the Service Provider shall charge a call-out charge and maintenance charge specified in the Individual Service Agreement in relation to the reparation of the hardware player unit, which charges shall be paid by the Service User at the time of the reparation of the hardware player unit.

The Service User expressly acknowledges that it is a material precondition of using the social pubbing service that the Service User have Internet access, an appropriate sound system, access to electric power, and the facility to connect to the above. Providing for such conditions shall be the Service User's responsibility. It shall also be the Service User's responsibility to carry out the installation works of the assets necessary for using the social pubbing service and to connect to the servers providing the service.

The Service User undertakes that as long as the flyers are displayed at the premises specified as the location of the service in the Individual Service Agreement, and as long as the social pubbing service is advertised otherwise, the Service User shall continuously provide the social pubbing service at the respective location. Furthermore, the Service User undertakes to remove the flyers and any other advertising referring to the social pubbing service immediately after the termination of the Individual Service Agreement.

3.6.2. Providing customer service

In relation to the use of the social pubbing service, the Service Provider shall operate a telephone customer service every workday, and an online customer service on every day of the week between 12:00 noon and 8:00 PM in Hungarian, English and German languages. The Service Provider shall answer the questions made through the online customer service within 2 hours on workdays and within 4 hours on weekends and holidays.

3.7. In case of a service used by means of a software player unit

In case of the use of the service online, the Service Provider shall make it possible for the Service User to download the software necessary for the online use of the service from through the noispot.com website by means of the use of a login name.

3.8. The Service Provider shall provide the services included in the service package ordered by the Service User from among the services specified in this Section 3. The Service Provider's service packages as in effect from time to time are available at the noispot.com website.

4. The conditions of using the social pubbing service

4.1. The opening page of the social pubbing service (noispot.com) can be freely browsed by anyone. The Service User shall become authorised to use the social pubbing service on the basis of the Individual Service Agreement concluded with the Service Provider. For the use of the social pubbing service, the Individual Service Agreement must be concluded between the Service Provider and the Service User. By signing the Individual Service Agreement, the Service User shall agree to the management of data according to the Service Provider's data management policy.

4.2. In case of using a software player unit, the safekeeping of the login name shall be an circumstance falling within the Service User's scope of interest, and the Service Provider shall take for no liability for any damages arising the failure of the above.

4.3. The GTC as in effect from time to time shall be available at the noispot.com homepage of the social pubbing service in Hungarian, English and German languages providing that the Hungarian version shall prevail.

4.4. The social pubbing service shall already become available to the Service User as of the time of the conclusion of the agreement specified in Section 2.1 and/or after the handover of the assets specified in Section 3.6.1.

4.5. After the conclusion of the agreement, the Service User shall pay the service charge in the sum and from the starting date specified in the Individual Service Agreement for the social pubbing service to the Service Provider, based on the Service Provider's invoice. The service charge shall be paid monthly in advance, or in respective cases, upon the termination of the Individual Service Agreement. The Service User shall settle the invoice until the 6th day of the respective month.

If the Service User is obliged to pay a joining fee under the Individual Service Agreement, it shall pay the joining fee to the Service Provider until the day of the first use of the social pubbing service. The payment of the joining fee shall be condition to the use of the social pubbing service.

The Service User's customers shall be authorised to use the free services specified in Section 3.3.

5. The modification, termination of the legal relationship

5.1. The Service User acknowledges that the Service Provider may modify the GTC unilaterally. The modification of the GTC shall become effective by its publication on the homepage of the social pubbing service, simultaneously with which, the Service Provider shall notify the Service User of the modification of the GTC by e-mail.

5.2. Rules of the termination of the agreement by the Service User

5.2.1. The Service User may terminate an indefinite-term Individual Service Agreement or a legal relationship regulated by this GTC by ordinary termination in writing with 30 (thirty) days notice sent by registered and certified mail. In case of a definite-term Individual Service Agreement, the Service User shall not have the right to terminate the agreement by ordinary termination.

5.2.2. The Service User shall be entitled to terminate the Individual Service Agreement with immediate effect with regard to the modification of the GTC referred to in Section 5.1 within 5 (five) days from such modification becoming effective if the Service User does not accept such modification of the GTC.

Moreover, the Service User may terminate the Individual Service Agreement with immediate effect in the event of a material breach of contract by the Service Provider if the Service Provider fails to remedy its breach of contract within 15 (fifteen) days despite the Service User's written advance warning.

5.3. Termination of the agreement by the Service Provider

5.3.1. The Service Provider may terminate an indefinite-term Individual Service Agreement or a legal relationship regulated by this GTC by ordinary termination in writing with 30 (thirty) days notice sent by registered and certified mail. In case of a definite-term Individual Service Agreement, the Service User shall not have the right to terminate the agreement by ordinary termination. In case of a definite-term Individual Service Agreement, the Service Provider shall not have the right to terminate the agreement by ordinary termination.

5.3.2. The Service Provider shall be entitled to terminate the agreement with immediate effect, if the Service User:

- a) hinders or jeopardises the proper operation of the social pubbing service, thus in particular, if the Service User batters, causes damage to, uses improperly or destructs the material assets provided to it,
- b) infringes the copyrights related to the social pubbing service,
- c) is in default with its payment obligations by more than 30 (thirty) days,
- d) provides false information,
- e) breaches the provisions on the upload of own songs set forth in Section 3.2.,
- f) commits any other material breach of contract.

5.3.3. The Service Provider shall warn the Service User to discontinue the breach of contract prior to termination by setting a deadline of at least 15 (fifteen) days in case the Service User's breach of contract is continuous and the damage or the injury to interests can still be remedied.

6. Management of personal details

6.1. The Service Provider shall be authorised to store, process and use, in connection with the social pubbing service, the personal details provided by the Service User.

6.2. The Service Provider shall respect and protect the Service User's personal details, and shall handle them confidentially. The Service Provider may not allow third parties to learn the personal details that the Service Provider learned in relation to the social pubbing service.

6.3. The Service Provider shall be authorised to manage the data received from the Service User for processing, and to notify the Service User on the introduction of new services.

6.4. The Service User can request information on the management of its personal details and may examine them any time. The Service Provider shall provide such information in writing within the shortest time possible, but within no more than 30 (thirty) days.

6.5. The Service User shall do all in its best endeavours to protect its personal details, especially the user ID necessary to use the services provided by the Service Provider. The Service User shall be liable for any events or actions that occur by the use of its user ID.

6.6. The Service Provider shall not be liable for any use of personal details in a manner other than specified in this GTC if such use or any damages arising therefrom are the result of the wilful or negligent conduct of the Service User or if the Service Provider has proceeded in accordance with the provisions of this GTC.

6.7. The Service Provider shall manage personal data only with due regard to the provisions of Act CXII of 2011 on Informational Self-determination and Freedom of Information. The general period of limitation shall apply for the period of data management, and the provisions of the relevant legal regulation shall apply to the purposes of data management.

6.8. The Service Provider represents that its subcontractors, agents and employees are subject to the same data protection and confidentiality obligations as the Service Provider.

6.9. The Service Provider's Data Management and Data Security Policy as in effect from time to time is available to Customers at the homepage of the social pubbing service.

7. Trademark and copyrights

7.1. The trademarks and logos appearing on the homepage of the service (noispot.com) are the exclusive property of the Service Provider. These labels may not be used, copied, distributed or published in any manner by others without the Service Provider's express prior written consent.

7.2. The labels, and the information and other materials available on the homepage, as well as the songs included in the thematic music channels are protected by copyright, and the rights related to the above - in case of songs, to the extent specified in Section 7.3 - are held by the Service Provider or the original copyright owners. The information and other materials available on the homepage, and the songs may not be used, copied, distributed or published by third parties without the express prior written consent of the Service Provider, or respectively, of the original copyright owners. The Service User undertakes not to record in any manner the songs made available to it, and to use them only at the service providing location specified in the Individual Service Agreement, during the existence of the Individual Service Agreement, and to the extent specified in the GTC.

7.3. The Service Provider represents the Service Provider and the Association of the Arts Unions Bureau for the Protection of Performers' Rights (1068 Budapest, Városligeti fasor 38., Hungary) and the Association of Hungarian Record Companies (1113 Budapest, Harcos tér 5., Hungary) entered into an agreement on 19 August 2011, under which the Service Provider became authorised to provide an interactive webcasting service among others, which authorises the Service Provider to communicate sound recordings to the public by cable or any other similar means or in any similar manner, including the use of a mobile network in such a manner that allows for the members of the public

a) to give preference to certain genres or performers included in the programme, not including the selection of specific performer(s) or sound recording(s), or

b) to skip one or more sound recordings during use, or

c) to stop the flow of the programme for a short time.

Under the above referred agreement, the Service Provider is also authorised to provide a simulcasting service, that is to communicate sound recordings to the public simultaneously with the broadcast by means of a computer network too, outside the territory of Hungary, in the territories of Argentina, Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, Greece, the Netherlands, Hong Kong, Ireland, Iceland, Canada, Poland, Malaysia, Mexico, Great Britain, Germany, Norway, Italy, Peru, Portugal, Switzerland, Sweden, Singapore, Thailand, Taiwan, and New Zealand without the payment of any further fees.

The Service Provider represents that the Service Provider and the Society Artisjus Hungarian Bureau for the Protection of Authors' Rights (1016 Budapest, Mészáros u. 15-17., Hungary) entered into a licence agreement on 12 August 2011, under which the Service Provider became authorised, without the special consent of the individual authors/copyright owners involved, to make audio recordings, with its own means and without making any changes, of any audio or video recordings lawfully used for its own programme, including audio recordings in commercial circulation, of the works of Hungarian and foreign composers or lyricists protected by copyright and already published in any form, and of musical works with or without text classifying as "*small rights*" works, and to communicate the above works to the public by using a computer network as many times as the Service Provider wishes.

The Service Provider provides the social pubbing service on the basis of and by complying with the provisions of the agreements specified in this Section.

8. Warranty, liability

8.1. The Service Provider warrants that all of the services provided by it are operable as of the creation of the legal relationship.

8.2. The Service Provider shall do all reasonable endeavours to ensure the efficiency and continuity of the service but shall not be liable for any loss or damages caused by the failure or other insufficiency of the services.

The Service User acknowledges that the provision of the service may be disrupted in exceptional cases without the knowledge of and against the intentions of the Service Provider. In such case, the Service Provider shall do all reasonable endeavours to provide the service as soon as possible, including the fulfilment of the repairing, replacing obligation specified in Section 3.6.1 as soon as possible.

8.3. The Service Provider shall not be held liable if the social pubbing service and/or the relating application and/or the homepage is not operating at all or not operating properly for a technical or other failure not attributable to the Service Provider. Accordingly, the Service Provider does not guarantee the failure-free and uninterrupted operation of the social pubbing service and/or the relating application and/or the homepage under all circumstances. The Service Provider's undertaken warranty shall not extend to the case when the failure of the service and/or the relating application and/or the homepage is caused by a third party.

8.4. The Service Provider reserves the right to develop further or modify the social pubbing service and/or the relating application and/or the homepage from time to time, as necessary, provided that such changes shall not change the nature of the social pubbing service in a manner contrary to the GTC and shall not disadvantageously affect its function. Furthermore, the Service Provider reserves the right to suspend the operation of the relating application and/or homepage for reparative or preventive maintenance, or for development purposes, provided that the Service Provider shall take all expectable measures in order to limit the period of suspension to the shortest period possible. The Service Provider shall notify the Service User of the planned downtime at least 3 (three) calendar days in advance.

8.5. The Service Provider shall be liable for damages caused only by defaults arising from wilful or serious negligence attributable to the Service Provider. The limitation of liability is stipulated with regard to the fact that the use of certain services specified in Section 4.5 is free of charge to the Service User.

8.6. The Service User shall have unlimited liability for all damages caused to the material assets handed over to the Service User except for damages caused by the Service Provider.

9. Confidentiality

9.1. The Parties agree that they shall be obliged to keep, without any limitation of time, any business secrets [Par. (2), Sec. 81. of the Civil Code] learned about one another in relation to the social pubbing service, including but not limited to the data included in the Individual Service Agreement, and any facts, data or information regarding the other Party's business policy and its operation. Business secrets may be disclosed to third parties only with the other Party's prior written consent, or if the disclosure of the business secret is the statutory obligation of either Party. In the latter case, the Parties shall notify one another of the disclosure of the secret without delay.

9.2. Should the Service User breach its obligations set forth in Section 9.1, it shall pay a penalty amounting to HUF 120.000, that is one hundred thousand Hungarian forints, to the Service Provider within 10 days from such breach.

10. Force majeure

The Parties shall be released from the legal consequences of breaching the GTC or the Individual Service Agreement if the non-performance or the late performance of their obligations is the result of force majeure. The Parties shall notify one another of the occurrence or discontinuance of circumstances classifying as force majeure in writing without delay, and verify the occurrence of the force majeure by a document issued by the competent authority. The Parties shall notify one another of the reasons, extent, and characteristics of the force majeure event, and its expected impact on the fulfilment of the GTC and the Individual Service Agreement, as well as any change or the end of the force majeure event.

11. Closing provisions

11.1. The Service Provider may engage subcontractors. The Service Provider shall be liable for the activities of its subcontractors as if it had provided the service itself.

11.2. In any issues not regulated herein, the provisions of Act IV of 1959, Act LXXVI of 1999, and those of Act LXXVI of 1999 on Copyright shall be applied.

11.3. The Parties agree that they shall endeavour to settle any disputed issues arising between them primarily by negotiations, by involving their legal representatives if necessary, and they shall turn to court only in case the above endeavours are unsuccessful, for which case they stipulate the exclusive jurisdiction of the Court of Arbitration operating at the Hungarian Chamber of Commerce and Industry now.

9. 8. 2012