

HappyBounce

GENERAL TERMS AND CONDITIONS

ANEX TO THE RENTAL AGREEMENT

These General Terms and Conditions (hereinafter referred to as the GTC) contain the general legal and business conditions relating to the implementation of the Rental Agreement between the Lessee and the Lessor (hereinafter referred to as the Contract). The GTC is an integral part of the CONTRACT. The legal relationship between the Lessee and the Lessor is primarily governed by the provisions of this GTC, and non-regulated matters are governed by the provisions of the CONTRACT.

1. General stipulations:

1.1 The CONTRACT is valid together with this GTC

1.2. The assets and equipment covered by the CONTRACT are the property of the Lessor and may be legally rented out by the Lessor.

1.3. The Lessor states that the equipment and equipment are intended for private use only, and that they are not to be used for public events, festivals,... etc.

1.4. The Lessor warrants that the equipment and equipment are suitable for their intended use. The lessor warrants that a third party does not have a right to the rental property which restricts or prevents the lessee from being used. The handover and return of the equipment and equipment shall be certified by the protocols annexed to the CONTRACT. These protocols shall include a description of the conditions relating to defects and injuries of the equipment and equipment leased. The Renter shall not be liable for the integrity of the accessories not included in the protocols.

1.5. The lease is signed by the CONTRACT, which the Lessee acknowledges that he has known and accepted in advance the GTC published on the Lessor's website.

1.6. The rental period shall begin at the moment of the transfer of the assets and equipment and shall end at the moment of their flawless and complete return, which is recorded by the parties to the CONTRACT. If no separate agreement is reached in the CONTRACT, the place of transfer and return shall be the place of the Lessor's premises.

1.7. In the event of late return, regardless of whether the delay is due to the fault of the Lessee or the reason for his or her interest, the Lessor shall be entitled to charge the rent entered in the CONTRACT.

2. Lessor's rights and duties:

2.1. The Lessee is obliged to use the property according to its intended purpose and the contract. If the Lessee continues to use improperly or otherwise inappropriately under the contract, despite the call of the lessor, the lessor may terminate the contract with immediate effect.

2.2. The lessor is obliged to provide the Lessee with the User Manual of the device and equipment (hereinafter referred to as the UM, the Conditions of Intended Use (hereinafter referred to as the CIU) and oral instruction to the Lessee at the same time as the signing of the CONTRACT.

2.3 During the term of the CONTRACT, the Lessor shall have the right to inspect the assets and equipment at the site of use indicated in the CONTRACT, to verify compliance with the Terms and Conditions of the UM and CIU and to ensure that the person responsible for the operation of the assets and equipment is aware and complies with their provisions.

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2.4. In the event of a breach of the CONTRACT, the Lessor shall be entitled to the immediate removal of the assets and equipment. In this case, the Lessee expressly waives his right to property protection and declares that he does not pursue a claim for property protection against the Lessor or the person delegated by the Lessor.

2.5. In the event of a breach of the obligation to return, the Lessor shall be entitled to the immediate removal of the assets and equipment. In this case, the Lessee expressly waives his right to property protection and declares that he does not pursue a claim for property protection against the Lessor or the person charged by the Lessor.

2.6 Lessor assumes full responsibility for the statements and actions of his delegated person.

2.7. The Lessor shall not be liable for any direct or indirect damages incurred by the Lessee or a third party for defects in the asset or equipment or for reasons which the Lessor has no influence over. In the event of a breach of the Contract, the liability for damages shall be limited to the amount corresponding to the rental fee corresponding to 10 calendar days. The Lessor is not liable for indirect damages (e.g. loss of property advantage).

3. Lessee's duties:

3.1. The Lessee acknowledges and undertakes to comply with the UM, CIU, CONTRACT and GTC, while noting that all liability for non-compliance or non-compliance with them lies with the Lessee, including any personal injury or defects or contamination of equipment and equipment.

3.2. The Lessee acknowledges and undertakes to fully reimburse the costs resulting from the breach of the CONTRACT, the CIU, and the GTC, namely rent, repair costs, cleaning costs. The legitimacy of these costs is set out in the return protocol.

3.3. The Lessee or his delegate is obliged to appear in person during the transfer or return. The Lessee acknowledges full responsibility for the statements and actions of his/her delegate.

3.4. The Lessee is obliged to indicate in the CONTRACT the address of use of the equipment and equipment. Changes to the place where leased equipment and equipment are used are only possible in the event of a change in the CONTRACT.

3.5. Assets and equipment may not be sold or sublet to third parties.

3.6. The Lessee is obliged to return the rented assets and equipment at the time of transfer. The Lessee acknowledges that the use of the equipment and equipment is prohibited in wet weather and it is the responsibility of the Lessee to protect them from moisture.

3.7. The Lessee may only operate electrical devices from a network with a power switch with a life relay (Phi relay).

3.8. If the CONTRACT does not contain a specific clause, the Lessee shall be responsible for the transport of the equipment and equipment to the place of use.

3.8. No further marking or advertising marking is permitted on the device or equipment!

3.9. The Lessee assumes absolute responsibility for the hired equipment and equipment from the date of receipt to its return. In the event of irreparable damage, destruction or unlawful theft of assets and equipment, which the Lessor must inform immediately, the Lessee shall pay the value specified in the CONTRACT.

4. Rent, terms of payment

4.1. The CONTRACT contains the rental fee for leased assets and equipment. Unless otherwise provided in the CONTRACT, the rental fee must be paid in advance at the time of booking.

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4.2. In the case of an order, the Lessor shall issue a Proforma Invoice for the rental in accordance with the relevant legislation, the payment period of which shall be no more than 15 days prior to the planned application date. After the amount has been credited to the Lessor's bank account, an Advance Invoice is issued, for which financial performance is no longer required. Upon receipt of the asset and equipment, the Lessor shall issue the Final Invoice, which requires no financial performance.

4.3. The Proforma Invoice and the Advance Invoice shall be sent electronically, in the form of an e-mail, and will be transmitted in printed form by the Lessor at the time of signing the CONTRACT, together with the Final Invoice.

4.3. Until the end of the payment deadline for the Proforma Invoice, the Lessee has the possibility to withdraw his order or change billing information. The data on the invoice must be identical to the subsequent CONTRACT data.

4.4. If the Lessee fails to meet its financial obligation before the deadline for the Proforma Invoice expires, the order is deemed to have been cancelled. Lessor waives all claims resulting from such action.

4.5. The Lessee may, in the application of article 3.9, take the following: Within 15 days, subject to the issue of an invoice, the obligation to pay compensation in paragraph 2 shall be fulfilled. If this is not the case, the Lessor shall be entitled to use all legal means to enforce the claim. In order to recover the consideration of these invoices, the Lessor is entitled to assign the claim either to a third party or to a claim management undertaking. The Lessee shall bear the responsibility for all costs of recovery of the claim.

6. Data protection:

6.1. The Lessee acknowledges and agrees to the Lessor's Privacy Statement, which is always posted on the www.happybounce.hu site.

6.2 All documents, including the CONTRACT, UM, CIU or present GTC, are protected by copyright, the use or copying of parts thereof is strictly prohibited and may be made with the written permission of Happy Bounce Bt. The same applies to all pictographic and written material on the www.happybounce.hu site.

7. Other provisions:

7.1. The official language of communication between the Lessee and the Lessor is Hungarian. The Parties agree that their communication with each other may be effected only in writing. The Parties consider communication by electronic means, in the form of e-mail, to be expressly accepted. Unread communications shall be deemed to have been accepted by the Parties.

7.2. Any amendment to the CONTRACT shall be made only in writing with the agreement of the Parties, in such a way that the part of the CONTRACT which is not affected by the amendment has remained unchanged.

7.3. The Lessor has the right to modify this GTC unilaterally and without notice, but these amendments do not apply to pending CONTRACTS.

7.4. The Lessor is obliged to make the valid GTC available on its website, www.happybounce.hu, available in a downloadable form.

7.5. The provisions of Hungarian law shall prevail in this GTC or with regard to matters not covered by the CONTRACT. If a higher law invalidates any part of these conditionality, it shall be replaced by the principles of that legislation. The invalidity of one provision or part of it shall not affect the validity of the other provisions. Rights acquired by this contract may be transferred to a third party only with the written approval of the Lessor.

Date: 1 March 2020

Happy Bounce Bt.