

# **GENERAL TERMS AND CONDITIONS**

## **VILLA MY LAKE, ZAMÁRDI**

### 1. Service Provider Details

Company name: Rosecho Villa Real Estate Utilization Ltd.

Registered office: 1031 Budapest, Péter Street 4, Hungary

Business premises: Villa My Garden, 8621 Zamárdi, Vécsey Károly Street 16, Hungary

Company registration number: 01-09-334764

Tax number: 26606929-2-41

Bank account number: 11784009-22247854-00000000

### 2. General Rules

2.1 These “General Terms and Conditions” govern the use of the Service Provider’s accommodation facilities and services.

2.2 Special or individual conditions do not form part of these General Terms and Conditions; however, they do not exclude the conclusion of separate agreements with travel agencies, organisers, or other partners, with varying conditions appropriate to the type of business.

### 3. Contracting Party

3.1 The services provided by the Service Provider are used by the Guest.

3.2 If the order for services is placed directly with the Service Provider by the Guest, the Guest shall be considered the contracting party. The Service Provider and the Guest shall, upon fulfilment of the conditions, become contractual parties (hereinafter: the “Parties”).

3.3 If the order for services is placed with the Service Provider on behalf of the Guest by a third party (hereinafter: the “Intermediary”), the terms of cooperation shall be governed by the contract concluded between the Service Provider and the Intermediary. In such cases, the Service Provider is not obliged to verify whether the third party is lawfully representing the Guest.

3.4 In the case of using healthcare services, the Guest is obliged to inform the Service Provider of any relevant health conditions, and the Service Provider is obliged to draw attention to any potential health risks.

### 4. Contractual Relationship

4.1 Upon a verbal or written request for quotation from the Guest, the Service Provider shall issue an offer. Room sales are subject to available capacity, and reservations are confirmed by the Service Provider in the order in which they are received.

4.2 The Contract is concluded upon the Service Provider's written confirmation of the Guest's written reservation request, and is therefore considered a contract concluded in writing. Reservations, agreements, modifications made verbally, or their verbal confirmation by the Service Provider shall not be considered legally binding contracts.

4.3 The content of the Contract covers the subject of the service, its location, duration, and price. It also includes the payment, cancellation, and modification terms.

4.4 Any amendment and/or supplement to the Contract requires a written agreement signed by both Parties.

## 5. Basic Accommodation Services

### 5.1 Accommodation Services

Types of accommodation units:

5.1.1 Standard room: bedroom with a double bed, bathroom (sink, shower, toilet), balcony or terrace. Room size: 13 m<sup>2</sup>.

5.1.2 Standard plus room: bedroom with a double bed, bathroom (sink, shower, toilet). Room size: 15 m<sup>2</sup>.

5.1.3 Family room: two bedrooms with double beds, bathroom (sink, shower, toilet), terrace. Room size: 26 m<sup>2</sup>.

5.1.4 Apartment: consists of multiple rooms, two separate bedrooms, living room with a pull-out sofa, bathroom (sink, shower, toilet). Size: 44 m<sup>2</sup>.

5.1.5 Apartment: consists of multiple rooms, three bedrooms, living room, two bathrooms (sink, shower/bathtub, toilet). Size: 56–62 m<sup>2</sup>.

5.1.6 Standard room equipment: LED TV, mini fridge, towels, WIFI connection. Air conditioning is provided during the summer season. All rooms are non-smoking (smoking is also prohibited on balconies).

### 5.2 Catering

5.2.1 The Service Provider offers buffet-style breakfast for guests during the specified opening hours. Food and drinks may only be taken out of the restaurant with prior permission from the restaurant manager.

5.2.2 Special dietary requirements may be accommodated upon prior arrangement.

## 6. Prices

6.1 The room rates (Rack Rate) of the accommodation are displayed at the reception.

6.2 Price lists for other services are available at the respective locations (e.g. Maxibar).

6.3 The Service Provider is entitled to freely change its published prices without prior notice, except in cases where it has undertaken a commitment for a specific period.

6.4 The prices include the value-added tax (VAT) at the rate applicable at the time of the offer, as regulated by law. In the event of changes to the applicable VAT legislation resulting in additional costs, the Service Provider may pass these on to the Contracting Party with prior notification.

6.5 The tourist tax is payable in addition to the accommodation fee.

6.6 Current discounts, promotions, and other offers are published on: <https://villamygarden.hu/>

## 7. Payment Terms

7.1 At least 50% of the total amount of the stay must be paid as a deposit by bank transfer within 7 calendar days after receiving the Service Provider's confirmation. A copy of the payment confirmation (including name, address, order number, and in case of VAT invoice request, tax number and billing address) must be sent to the Service Provider.

7.2 If the time between booking and arrival is 14–8 days, the deposit must be paid within 3 calendar days.

7.3 If the time between booking and arrival is 7 days or less, the Guest must pay the full amount.

7.4 In the case of special offers, payment terms may vary, which will be specified in the written confirmation.

7.5 In case of non-payment, the reservation is automatically cancelled.

7.6 Accepted payment methods: cash, advance bank transfer, bank cards (Maestro; MasterCard; Visa), Széchenyi Recreation Card (OTP; MBH; K&H).

7.7 Any costs related to the chosen payment method shall be borne by the Contracting Party or their SZÉP Card/credit card.

Travel agencies / Tour operators / OTAs / Partner companies:

Individual payment terms are defined in the contract concluded with the Service Provider.

### 7.8 Gift vouchers:

Gift vouchers may only be used within their specified validity period and value, subject to availability. The full value of the voucher must be paid in advance. After the expiry date, the voucher loses its validity. Use of the gift voucher is subject to prior arrangement.

## 8. Cancellation Policy

8.1 Cancellation of the order must always be made in writing.

8.2 (a) The Guest (customer) may cancel the reservation free of charge if the intention to cancel is communicated in writing to the Service Provider between 14–7 days prior to arrival, or in some cases up to 30 days prior to arrival. Within 14–7 days (or 30 days in certain cases) before arrival, the cancellation fee is 50% of the reservation value.

8.3 If the Guest has guaranteed the use of accommodation services by making a deposit, providing a credit card guarantee, or by any other contractual method, and does not arrive on the day of arrival or

fails to notify the accommodation in advance of the reason for non-arrival, the accommodation is entitled to charge the remaining accommodation fee as a penalty. In such cases, the accommodation will be kept available for the Guest until 10:00 AM on the day following the scheduled arrival, after which the Service Provider's obligation to provide the service shall cease.

8.4 Services that have been booked but not used or modified during the Guest's stay (accommodation, meals, treatments, etc.) are non-refundable.

8.5 In the case of bookings for specially conditioned products, group travel, or events, the Service Provider may apply different terms defined in a separate individual agreement.

8.6 The withdrawal rights of the Contracting Party shall be governed by the applicable Government Decree (45/2014. (II.26.)).

## 9. Conditions and Method of Using the Service

9.1 The Guest may occupy the room from 3:00 PM on the day of arrival at the earliest; earlier arrival is possible upon prior arrangement. A room occupied before 3:00 PM may be subject to an additional surcharge. The Guest receives a key card as a room key, for which registration of the guest(s) staying in the room is required. Registration means the accurate completion of the registration form and verification of the Guest's identity. In the case of stateless persons and non-European Union citizens, the presentation and submission of a stateless ID or passport is required by law. By receiving the room key, the Guest simultaneously accepts the House Rules of the accommodation. Reception opening hours: 2:30 PM – 11:00 PM; outside these hours, the reception is available by phone. On the last day of stay, the Guest is obliged to vacate the room by 10:00 AM together with their luggage and personal belongings and to return the key card received at check-in to the reception. In case of later departure, the Service Provider is entitled to charge an additional fee. If the room is not vacated by 4:00 PM on the day of departure, a full night's accommodation fee will be charged. On the day of departure, it is possible to extend the stay for an additional fee, provided that no new guest is arriving to the room that day. Information on the current price of the extension is provided by the reception. Guests are kindly asked to ensure before leaving the room that no valuables or personal belongings are left behind, and to remove the magnetic card from the wall holder, thereby disconnecting the room's electricity supply. On the day of departure, after check-out, the Service Provider provides a luggage storage room upon request.

9.2 If the Guest wishes to leave the already occupied accommodation earlier than the date specified in the reservation, they are obliged to pay the full amount corresponding to the entire reservation period. The cost of the stay must be settled in the manner specified in the confirmation no later than before final departure from the accommodation. In the event of refusal to pay for any reason, the Service Provider is entitled to retain the Guest's belongings brought onto the premises and enforce a lien on them. In case of departure without payment, the Service Provider will, in addition to filing a police report, enforce its claim against the Guest through legal proceedings, the costs of which shall be borne by the Guest. Any subsequently incurred and unpaid charges (e.g. restaurant consumption) may be charged by the Service Provider to the Guest's bank card.

9.3 The Service Provider (accommodation) does not accept guests suffering from infectious diseases.

9.4 By signing the registration form, the Guest accepts and is obliged to comply with the Service Provider's General Terms and Conditions as well as the House Rules. Information necessary during the stay can be found in the information materials placed in the rooms and on the website

<https://villamygarden.hu/>

. In addition, the reception of the accommodation is available to the Guest 24 hours a day (in person or by telephone).

9.5 The Service Provider assumes no responsibility for injuries caused by circumstances attributable to the Guest. Costs arising from intentional damage may be charged by the Service Provider to the Guest.

9.6 Accepted payment methods, discount cards, currency exchange

-Cash (Hungarian Forint, Euro);

-Bank cards (MasterCard, Visa, Maestro);

-SZÉP Card (OTP, MBH, K&H).

If the Guest holds any discount card in addition to the above, this must be indicated in advance, as the Service Provider is unable to apply discounts retrospectively. Currency exchange is not available at the accommodation; the reception staff are happy to provide information about nearby exchange options.

9.7 Guests under 18 years of age

Children under the age of 18 may only stay at the accommodation under the continuous supervision of a parent or another legally competent person authorised by the parent. The accompanying person is responsible for the child's safety and any damage caused by the child. Services of the accommodation may only be used by guests under 18 when accompanied by a parent or another authorised, legally competent adult. No alcoholic beverages are served to persons under the age of 18 on the premises or at events held by the accommodation.

9.8 Visitors

Only guests registered at the reception are allowed to stay in the rooms of the accommodation. Visitors may only be received in the lobby. External visitors may stay exclusively in the common areas of the accommodation. Guests are responsible for the conduct of their visitors, including any damage caused. The accommodation excludes liability for any damage caused by visitors to guests and/or third parties. For any additional guest(s) exceeding the number stated in the reservation, the accommodation will charge the current daily rates.

9.9 Pets

Dogs or cats may be brought into designated rooms, subject to availability and for an additional fee. Pets are not allowed in the restaurant of the accommodation. Pets must not be left unattended on the premises, and the use of a muzzle is recommended for dogs. Only healthy animals may be brought onto the premises, which must be proven at the time of booking with a valid vaccination record and also presented at check-in. If the animal causes any damage, the owner bears full responsibility.

9.10 Parking

Guests' vehicles may be parked free of charge in the accommodation's parking area. Parking spaces are allocated on a first-come, first-served basis. Traffic regulations must be observed in the parking area; in the enclosed parking area the maximum permitted speed is 5 km/h. If the Guest wishes to use the parking facilities, the vehicle's registration number must be provided on the registration form at check-in. Failure or refusal to do so will result in the parking facility not being available for use. Guests are directly liable to the affected party for any damage they cause to other vehicles in the parking area.

9.11 WIFI

The accommodation provides a WIFI system, which is available free of charge. Guests receive the WIFI password at check-in, at the same time as receiving the room key card. The Service Provider does not guarantee the continuous or uninterrupted operation or availability of the WIFI service. The Service Provider assumes no responsibility for any direct or indirect damage to guests' devices or their contents arising from the use of WIFI. Guests use the service at their own responsibility and risk.

#### 9.12 Daily cleaning

The accommodation cleans the room once a day between 9:00 AM and 4:00 PM. If the cleaning staff find a "Do Not Disturb" sign on the outside door handle during this period, the room will not be cleaned, and the guest is not entitled to any price reduction or compensation as a result. For environmental reasons, towels are replaced only if they are placed on the bathroom floor.

#### 9.13 "Do Not Disturb" sign

Accommodation staff carry out room cleaning continuously from 9:00 AM. By placing the "Do Not Disturb" sign on the outside door handle of the room, our guests clearly indicate that they do not wish to be disturbed, and that staff should not knock or enter the room. The "Do Not Disturb" sign is placed on the outside door handle at the guests' own responsibility and risk. If, on the day of departure, staff find a "Do Not Disturb" sign on the room door handle and the guest does not respond to phone calls or knocking, staff may enter the room at any time after 10:00 AM. In exceptional circumstances (e.g. fire, terrorist attack, etc.), or when the accommodation reasonably assumes based on available information that the guest's life, health, physical integrity, or property may be in danger and the guest does not respond to phone calls, staff are entitled to enter the room without prior notice. The accommodation assumes no responsibility for any damage or harm resulting from improper use of the "Do Not Disturb" sign.

#### 9.14 Safe

A central safe is available at the reception; information on its use is provided by the reception. The service is free of charge.

### 10. Meals

Breakfast is served in buffet style (self-service) from the selection of food and beverages available on the restaurant buffet. Breakfast is available from 07:30 AM to 10:00 AM. The accommodation offers unlimited consumption from the breakfast buffet; however, neither food nor drinks may be taken out for later consumption. If food and/or drinks are taken out of the breakfast area for later consumption without prior permission from the accommodation, the accommodation is entitled to charge 50% of the meal price per person per occasion.

#### 10.1 Food allergies

Special dietary requirements should be indicated preferably prior to arrival. The Service Provider provides documentation regarding allergenic ingredients, which is available at the buffet table.

#### 10.2 Other consumption

Food and beverages consumed on the premises beyond the basic service (breakfast), including Maxibar items, may be charged to the room account until the day before departure and must be settled on the evening prior to departure. Food and drinks not purchased at the accommodation may only be consumed in the guest rooms; consumption in common areas, the restaurant, and the garden is not permitted.

## 11. Safety

All guests are obliged to comply with the accommodation's fire safety regulations. In the event of a fire alarm, the building must be evacuated immediately, following the escape routes, while paying attention to the safety of others. Fire extinguishers are located in the corridors of the accommodation and on each floor. In case of fire, guests are required to notify the reception immediately. The person causing damage, or their legal representative, is financially responsible for any damage resulting from the improper or unjustified use of manual fire alarm devices installed in the building. It is prohibited to store flammable or explosive materials in the rooms, as well as to operate personal coffee machines, kettles, irons, or other electrical devices. The Service Provider is entitled to terminate the accommodation agreement with immediate effect if the room (or any other area of the accommodation) is used improperly or if the safety regulations and house rules are not observed.

### 11.1 Electronic surveillance system on the premises

Movement within the accommodation premises, both inside and outside the building, is monitored by an electronic surveillance system (cameras), during which image recordings containing personal data are made. The camera system is operated by the accommodation. The purpose of monitoring and recording is to protect the life and physical safety of persons on the premises, as well as to safeguard the property of persons staying on the premises and assets used by the accommodation. By entering and staying on the premises, guests consent to the processing of personal data related to the image recordings and acknowledge the provisions of the data protection policy.

### 11.2 Disruptive behaviour

In order to ensure the peace and quiet of our guests, noise-making activities, playing music, loud behaviour, sound effects, or television/radio use at disturbing volumes in the rooms are prohibited on the premises after 10:00 PM, except for events or programmes organised or authorised by the accommodation. Regardless of the time of day, any behaviour or conduct that disturbs the peace, safety, sense of security, or privacy of others; that constitutes or may constitute harassment; or that is capable of intimidating others is strictly prohibited. Staff members of the accommodation are entitled to warn any disruptive and/or noisy guest. The first warning is free of charge; however, the second and third warnings will each result in a charge of HUF 10,000 being added to the guest's room account. After the third warning, the accommodation is entitled to terminate the accommodation contract unilaterally with immediate effect and to expel the guest from the accommodation immediately without any obligation of refund or compensation. The accommodation excludes any liability for harm or damage caused by a guest's behaviour to other guests.

## 12. Equipment and furnishings of the accommodation

Guests are required to use the accommodation's equipment and furnishings properly. Any damage resulting from improper use or requiring extra cleaning must be reimbursed upon request by the Service Provider, but no later than prior to departure. Furniture, fixtures, and equipment of the accommodation may only be taken out of the premises with prior written permission from the accommodation. Any rearrangement of the room or relocation of furniture may only be carried out by a staff member of the accommodation or an authorised representative. Taking any property of the accommodation without prior written permission is considered a criminal offence, and in such cases the accommodation will take the necessary criminal and civil legal action. Guests are obliged to report any malfunction of the accommodation's equipment or furnishings. Guests are not entitled to repair or attempt to repair any fault themselves. The accommodation excludes liability for any resulting damage. The cost of repairs is the guest's obligation, which will be charged to the guest upon presentation of an invoice.

### 13. Items prohibited from being brought onto the premises by the Service Provider

The Service Provider prohibits the bringing onto the premises of the following items:

- substances classified under applicable law as corrosive or flammable chemicals or materials;
- substances classified under applicable law as fire hazardous and/or explosive materials;
- fireworks, firecrackers, and their parts or components;
- waste or any material harmful to the environment or human health;
- psychotropic substances (drugs);
- food and beverages not purchased at the accommodation (including alcoholic beverages);
- particularly valuable, high-value items, or museum artefacts.

The Service Provider may, upon the guest's prior written request, grant written permission for the introduction of otherwise prohibited items to the premises. If the Guest brings any prohibited item onto the premises without prior written permission from the accommodation, the accommodation may have it removed or arrange for its removal at the guest's expense. The Service Provider excludes any liability for damage to items brought in without permission. The Guest bears full legal and financial responsibility for any damage or harm caused by items brought in without authorisation to other guests, third parties, or the accommodation.

### 14. Smoking

The accommodation is a non-smoking facility. Accordingly, smoking and the use of electronic cigarettes are prohibited in all enclosed areas of the accommodation (including guest rooms and balconies), as well as in all public areas, except in designated smoking areas. Smoking is permitted only in the designated areas, which are marked with signs. Outside of these designated areas, smoking is strictly prohibited throughout the entire premises. Failure to comply with this rule will result in an additional cleaning and deodorisation fee of HUF 50,000. Staff members of the accommodation are entitled to warn guests and any other persons present on the premises to comply with these regulations and to stop smoking or using electronic cigarettes. Guests and all persons on the premises are obliged to comply with these rules and to follow any such instructions. If, due to the unlawful conduct of any guest or other person on the premises, the accommodation is fined by the competent authority under applicable legislation, the accommodation is entitled to pass on the amount of the fine to the person responsible for the violation and to claim its payment from them.

### 15. Guest illness, death

If the Guest becomes ill during the use of the accommodation services and is unable to act in their own interest, the accommodation will offer medical assistance. The Guest uses any such medical assistance at their own responsibility and risk. The doctor is not an employee, agent, or subcontractor of the accommodation; therefore, the accommodation excludes all liability for the diagnosis, the applied treatment, or any consequences thereof. In the event of the Guest's illness or death, the accommodation is entitled to claim reimbursement of its costs from the patient/deceased's relative, heir, or the invoice payer, including any medical and procedural costs, the value of services used prior to death, and any damages caused to equipment or furnishings in connection with the illness or death. In the event of a Guest's infectious disease, the accommodation is entitled to terminate the accommodation contract with immediate effect without refund or compensation. In such cases, the Guest is obliged to leave the accommodation within the period specified in the termination notice,

together with their luggage, at their own expense. In the case of infectious disease, the accommodation is obliged to proceed in accordance with Government Decree 18/1998 (VI. 3.) NM. (The decree regulates the procedure in case of infectious diseases. If such suspicion arises, the accommodation calls a doctor, who determines whether the Guest is infectious.)

#### 16. Lost and found items

Found items must be handed in at the reception, where they will be registered. Food, food-related items, and medicines will be disposed of by the accommodation. Items suitable for storage will be kept for 30 days. If the rightful owner of a found item comes forward, they may collect it upon presentation of an identity document and signature. Items that can be posted will be returned to the owner by post upon request (after the shipping costs have been paid by the Guest).

#### 17. Liability of the Service Provider for damages

The Service Provider does not accept liability for valuables left in the room. The Guest uses the accommodation's equipment, wellness facilities, and other services properly and in awareness of their own health, physical, and mental condition; therefore, the Service Provider excludes liability for any damage arising from improper use or use not in accordance with the Guest's actual health, physical, or mental condition. The Guest may request a wake-up call at their own responsibility; this is a courtesy service provided by the Service Provider and is not part of the contractual services. The Service Provider accepts no liability for any damage resulting from the failure or delay of a requested wake-up call.

#### 18. Refusal to perform the contract, termination of the service obligation

18.1 The Service Provider is entitled to terminate the accommodation contract with immediate effect and refuse the provision of services if:

18.1.1 the Guest uses the allocated room or the facility in an improper manner

18.1.2 the Guest behaves in an objectionable or aggressive manner towards the security, order, or employees of the accommodation, or is under the influence of alcohol or drugs, or displays threatening, insulting, or otherwise unacceptable behaviour

18.1.3 the Guest suffers from an infectious disease

18.1.4 the Contracting Party fails to fulfil the required deposit payment obligation by the specified deadline

18.2 If the contract between the parties cannot be performed due to force majeure, the contract shall be terminated.

#### 19. Accommodation guarantee

19.1 If the Service Provider, due to its own fault (e.g. temporary operational issues), is unable to provide the services specified in the Contract, it is obliged to ensure the Guest's accommodation without delay.

19.1.1 The Service Provider is obliged to:

19.1.1.1 provide the services specified in the Contract, at the confirmed price and for the agreed duration – or until the obstruction is resolved – in another accommodation of the same or higher category. All additional costs of the replacement accommodation shall be borne by the Service Provider

19.1.1.2 provide the Guest with the possibility to make phone calls free of charge in order to inform them about the change of accommodation

19.1.1.3 provide free transfer for the Guest to the replacement accommodation, as well as for any subsequent return transfer if applicable

19.1.2 If the Service Provider fully complies with these obligations, and the Guest accepts the offered replacement accommodation, the Contracting Party shall not be entitled to submit any subsequent compensation claims.

## 20. Rights of the Contracting Party

20.1 Under the Contract, the Guest is entitled to use the ordered room and those facilities of the accommodation that fall within the scope of standard services and are not subject to special conditions, in accordance with their intended purpose.

20.2 The Guest may submit complaints regarding the performance of services provided by the Service Provider during their stay at the accommodation. The Service Provider undertakes to investigate complaints that are submitted in writing during this period (or recorded in an official report by the Service Provider).

20.3 The Guest's right to submit complaints shall expire after departure from the accommodation.

## 21. Obligations of the Contracting Party

21.1 The Contracting Party is obliged to pay the price of the ordered services by the date and in the manner specified in the Contract.

21.2 The Guest shall ensure that any child under the age of 18 for whom they are responsible stays at the accommodation only under adult supervision.

21.3 The Guest may not bring their own food or beverages into the food and beverage outlets of the accommodation.

## 22. Rights of the Service Provider

If the Guest fails to fulfil their obligation to pay for used services or for contractually ordered but unused services subject to penalty, the Service Provider shall have a lien on the Guest's personal belongings brought into the accommodation as security for its claims.

## 23. Obligations of the Service Provider

The Service Provider is obliged to:

23.1 perform the accommodation and other services ordered under the Contract in accordance with applicable regulations and service standards

23.2 investigate the Guest's written complaint and take the necessary steps to address the issue, which it is also required to record in writing

#### 24. Liability of the Service Provider for damages

24.1 The Service Provider is liable for any damage suffered by the Guest that occurs within its facilities and is caused by the fault of the Service Provider or its employees.

24.2 The Service Provider's liability does not extend to damages caused by unavoidable circumstances beyond the control of the Service Provider or its employees and guests, or damages caused by the Guest themselves.

24.3 The Service Provider may designate certain areas within the accommodation that Guests are not permitted to enter. The Service Provider accepts no liability for any damage or injury occurring in such areas.

24.4 The Guest must report any damage suffered immediately at the accommodation and provide all necessary information required to clarify the circumstances of the incident and, if applicable, to prepare a police report or initiate official proceedings.

24.5 The Service Provider is only liable for valuables, securities, and cash if it has expressly taken them into safekeeping.

24.6 The Service Provider accepts no liability for personal belongings left in public areas or guest rooms.

24.7 The Service Provider accepts no liability for valuables left in vehicles parked in its enclosed car park. The Service Provider shall investigate any damage to vehicles in the car park and, if the damage is caused by its own negligent conduct, it shall compensate it under its liability insurance.

#### 25. Consumer protection, data protection

25.1 During its activities, the Service Provider considers the protection of personal data to be of high importance. Personal data provided to it are always processed in compliance with applicable laws, and the Service Provider ensures their security. It takes the necessary technical and organisational measures and establishes procedural rules required to comply with relevant legislation.

25.2 The Service Provider summarises its data processing principles in a separate Privacy Policy, which is continuously available at <https://villamygarden.hu/hu/adatkezeles/>

, and the Service Provider acknowledges its content as binding. The Privacy Policy also includes information notices related to individual data processing activities.

25.3 The Service Provider's activities are subject to professional supervision by the Clerk of Zamárdi and the Somogy County Government Office, Department of Transport, Technical Authorisation, Metrology and Consumer Protection.

#### 26. Force majeure

Any cause or circumstance beyond the control of either party (force majeure), such as war, fire, flood, pandemic, adverse weather conditions, power outage, or strike, shall release the affected party from its obligations under the Contract for as long as such cause or circumstance persists. The Parties agree to

make every reasonable effort to minimise the possibility of such events and to remedy any resulting damage or delay as soon as possible.

#### 27. Governing law and competent court in the legal relationship between the Parties

The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of the Hungarian Civil Code. Any legal disputes arising from the service contract shall fall under the jurisdiction of the competent court at the place where the service is provided.

Zamárdi, 01 June 2026