

Volteum

Volteum.io website and Volteum mobile app

General Terms and Conditions

The Terms of use (the "Terms") of Volteum.io contain the terms and conditions of use of the services available on the website and mobile application operated by Volteum Ltd. ("Service Provider") (<https://volteum.io>, hereinafter " Volteum.io website and Volteum mobile app ").

The effect of this „General terms and Conditions” extends to the contractual relationships of the provider’s website/mobile application (<https://volteum.io> (and the related Volteum mobile application) and subdomains. This „general terms and conditions” is available and can be downloaded and printed at any time from the link below: <https://volteum.io/documents>

The contract made on the basis of this document **will not be registered**, it will be concluded only in electronic form, it is not a written contract, it is written in Hungarian and does not refer to a code of conduct.

1. DATA OF THE PROVIDER

Name of the Provider: Volteum Ltd.

Registered Office (and official place of raising claims): 1064 Budapest, Vörösmarty Mihály street 42. gf. 5.

Contacts of the Provider and the regularly used electronic mailing address for contacting users: info@volteum.io

Registration-number: 01-09-354596

Tax-number: 27335178-2-42

Name of the registry authority: Municipal Court of Budapest

Telephone number: 36203801957

Language of contract: **Hungarian**

Name, e-mail and address of the domain provider:

Amazon Web Services (AWS) (<http://aws.amazon.com>) 410 Terry Ave N, Seattle, WA - United States

Rackhost Zrt. (<https://www.rackhost.hu/>) 6722 Szeged, Tisza Lajos körút 41.

2. SCOPE AND SUBSTANCE

- 2.1. The governing law is the hungarian law, especially the Civil Codex (2013.V.), the electronic commercial code (2001.CVIII.), and the sumptuary law (45/2014 (II.26.) for the interpretation and by this „general terms and conditions” not ruled question. The obligatory parts of the mentioned rules are authoritative without any other clause.
- 2.2. These Articles are effective law since 13th of May 2020. and remaining in force until revocation. The provider can modify individually these Articles. The modifications need to be issued 11 (eleven) days before the effective date by the Provider.
With using the webpage Users/Customers accept automatically all the terms and conditions in connection with using the webpage.
- 2.3. The Service Provider reserves all rights to the website / app, any part of it and its contents and to the distribution of the website. It is prohibited to download, electronically store, process and sell the content or any part of the Website without the written consent of the Service Provider.

3. GENERAL PROVISIONS

- 3.1. Upon commencement of use of the Service, an online contract shall be entered between the User and the Service Provider, subject to the terms and conditions set forth in these Rules.
- 3.2. The Service Provider reserves the right to modify or discontinue any content of the Website/Mobile app at any time without prior notice, to change its appearance, content and operation.
- 3.3. The Service Provider reserves the right to modify the content of the website/mobile app at any time or to terminate its accessibility in accordance with the present GTC.

4. STEPS OF ELECTRONIC CONTRACTING

- 4.1. The User enters into the contract authorizing the use of the Service Provider's services electronically by completing the electronic registration form.
- 4.2. When registering to the service, the User shall provide the necessary data for the conclusion of the contract.
- 4.3. Correcting Data Entry Errors: The user can always go back to the previous phase before completing the enrollment process, where he can correct the input data.

- 4.4. If you have registered by email, you will receive a confirmation email after you place your order (if with Goggle, Apple or Facebook, no). If this confirmation is not received by the User within the expected time limit, depending on the nature of the service, but no later than within 48 hours from the sending of the User's order / subscription, the User is released from the offer or contractual obligation. The order and its confirmation shall be deemed received by the Service Provider or the User when it becomes available to him. The Service Provider excludes its liability for confirmation if the confirmation does not arrive on time because the User has entered an incorrect e-mail address or is unable to receive a message due to the saturation of the storage space belonging to his account.
- 4.5. The contract shall be valid from the day when the User has fully filled in the electronic registration form and accepted the provisions of the GTC and the Service has been confirmed and activated by the Service Provider.
- 4.6. The User acknowledges that the contract is invalid if you have entered false information on the form or you have not provided your own data.
- 4.7. The Service Provider undertakes to provide its Services to the User on a continuous basis, provided that the User fulfills the conditions of using the services in accordance with the provisions of this GTC.

5. RESPONSIBILITIES

- 5.1. The Service Provider undertakes 99% annual availability for the operation of its Web Services and Websites. The Parties exclude the liability of the Service Provider for any stoppages or other malfunctions beyond this margin of error. Exceptions to this obligation are access and other operational tasks provided by other service providers.
- 5.2. The Service Provider shall not be liable if an external attack (eg hacker attack) occurs on the application it provides and as a result data loss or disruption of service occurs. In such cases, the Service Provider shall repair the damage caused by the breach of the information system and restore the service as soon as possible.
- 5.3. The Service Provider shall not be liable for any malfunctions or access errors not attributable to the Service Provider or performed with the assistance of another Service Provider.
- 5.4. The Service Provider shall not be liable for the inaccessibility or slow operation of the system due to the fault of the ISP.
- 5.5. The Service Provider shall not be liable for any behavior (in particular damage) arising from the improper, unlawful, unlawful use of the system - service, against the GTC, or for the less than expected financial gain of the User through the use of the service, or loss.

- 5.6. The Service Provider shall also not be liable for any loss or damage of any kind whatsoever from loss of personal or confidential information, inability to use all or part of the hardware or software, personal injury or failure to perform any obligation (including negligence, good faith or losses).
- 5.7. It is the User's responsibility to provide the Internet access required to access the service and the necessary devices (hardware and software and their appropriate settings).
- 5.8. The Service Provider is not responsible for:
- recommending the definite optimal route for the User,
 - information on the charging network, car models and whether the connected service providers are up-to-date,
 - whether the User's vehicle will certainly not be discharged,
 - whether the charger is running safely, as directed by the application ,,
 - whether charging will definitely cost as much as the application estimates,
 - whether the other service provider recommended by the application is working,
 - and for any other information provided during design and application.

6. SERVICE FEES

- 6.1. The service is free of charge.

7. SECRECY

- 7.1. The Service Provider undertakes to protect and protect, as business secrets, the information, confidential data, information, confidential information, documents obtained during the performance of the service and to make every effort to ensure that they are properly protected.
- 7.2. The Service Provider and the User may use confidential data and confidential information only for the purpose of performing the service, and may disclose any information or information to which they have become aware, except with the prior written consent of the other party.
- 7.3. The Service Provider undertakes that all data and information provided to it under this GTC shall be treated as business secrets as such and shall not be disclosed to third parties or used for any purpose other than those specified in the GTC.
- 7.4. The foregoing obligation of confidentiality shall remain in force indefinitely for the duration of the Service and for any reason whatsoever after its termination.
- 7.5. The User is fully responsible for the use of any service where access is via password. The User shall bear full responsibility for keeping his / her password confidential.

- 7.6. The Service Provider shall treat confidentially the personal data provided by the User in the framework of the Voluntary Data Provision, only to the extent necessary for the identification of each User and for the provision of the Service, its successful execution and the CVIII. 13 / A. of this Act.
- 7.7. The Service Provider shall immediately delete the data entered by the User into the Service Provider's system upon the User's request.
- 7.8. The Service Provider is entitled to transfer the data that no longer qualifies as personal data to third parties in an aggregated / anonymous / unidentifiable form.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. As a website, the <https://volteum.io> (and the related Volteum mobile app) qualified as an intellectual property, it is absolutely forbidden to download or multiply any content or any part of the webpage, republishing, storing, adapting and selling data of <https://volteum.io> (and the related Volteum mobile app) without the written consent of the Provider.
- 8.2. In case of a written permission data form the webpage or from the database can be adopted just with quotation of <https://volteum.io> (and the related Volteum mobile app). The Provider reserves all the right for any elements of the services, domain-names, and second-domains, and for the commercial on the internet.
- 8.3. It is absolutely forbidden decoding or adapting the content, or detail of <https://volteum.io> (and the related Volteum mobile app), creating usernames and password for unfair reasons, using application which can change the website or cause indexability.
- 8.4. The name “volteum.io (and the related Volteum mobile app)” is under legal protection of copyrights, it can be used just with the written permission of the Provider, except reference.
- 8.5. The customer accept because of use without permission, the provider is authorized for contractual penalty. The cost per pictures is 60.000 HUF (gross price), or 20.000 HUF (gross price) per words, The customer accepts this contractual penalty is not unconscionable, and customers should be sensible while browsing the page. In case of contravening property rights the Provider adjust notarial attestation of the act, which cost will be worn by the customer.

9. RIGHT OF TERMINATION

Based on the directive 2011/83 / EU of the European Parliament and Council and Regulation 45/2014 on the detailed rules for consumer-business contracts. (II.26.) of the Government of the Republic of Hungary, the User is

not entitled to the right of termination.

10. PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage:

<https://volteum.io/privacy-policy>

11. Other provisions

- 11.1. The Service Provider shall be entitled to use a contributor to fulfill its obligation. He is fully responsible for his unlawful conduct as if he had committed the unlawful conduct himself.
- 11.2. The invalidity, illegality or unenforceability of any part of these Rules shall not affect the validity, legality or enforceability of the remaining parts.
- 11.3. Failure by the Service Provider to exercise its right under this Policy shall not be deemed a waiver of such right. The waiver of any right is subject to express written notice to that effect. The fact that the Service Provider does not strictly adhere to one of the material terms or conditions of the Code once does not mean that it waives any further obligation to adhere to that particular condition or clause.
- 11.4. The Service Provider and the User shall try to resolve their disputes amicably.
- 11.5. The Parties confirm that the Service Provider's website/mobile app operates in Hungary and is maintained here. Because the site is accessible from other countries, users expressly acknowledge that the applicable law between the user and the Service Provider is Hungarian law. If the user is a consumer, Pp. Pursuant to Article 26 (1), the court of the defendant's (domicile) domicile has exclusive jurisdiction over the consumer in disputes arising from this contract.
- 11.6. The Service Provider shall not apply different general conditions of access to the services on its website for reasons related to the User's nationality, residence or place of establishment.
- 11.7. The Service Provider shall not, with respect to the payment methods it accepts, apply different conditions to the payment transaction in relation to the nationality, residence or place of residence of the User, the location of the payment account, the place of establishment of the payment service provider or the place of because of reasons.
- 11.8. The Service Provider shall be responsible for dealing with unreasonable territorial content restrictions and other forms of discrimination within the internal market based on the nationality, domicile or place of residence of the buyer, as well as the REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL amending Directive / 22 / EC.