



Title: General terms and conditions of the SecOps event organised by Black Cell Magyarország Ltd.	
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General Terms and Conditions

Valid from: 15.06.2023

Introduction

These General Terms and Conditions (hereinafter referred to as: **GTC**) apply to the registration for the "SecOps 2024" event to be organised by Black Cell Magyarország Limited Liability Company (registered office: H-1064 Budapest, Vörösmarty utca 67. IV./2. ajtó, company registration number: 01-09-943820, hereinafter referred to as: **Black Cell** or **Service Provider**) on 15 February 2024, the use of the Website and the Intermediary's website, the conditions for the sale of Tickets and Products on the Intermediary's website and the data processing related to the data subjects.

1. Definitions

GTC	The General Terms and Conditions of Black Cell Magyarország Ltd.'s "SecOps 2024" event, which are contractual terms and conditions not negotiated by the parties individually in advance, and determined unilaterally in advance without the involvement of the other party, which contain the terms and conditions of use of the website https://blackcell.io/secops-24 operated and maintained by Black Cell Magyarország Limited Liability Company as the Service Provider, the use by customers of the services provided on the website, such as the sale of the products displayed on it, the purchase of tickets, and the processing of personal data of the data subjects.
Black Cell or Service Provider	Black Cell Magyarország Limited Liability Company (registered office: H-1064 Budapest, Vörösmarty utca 67. IV. em. 2. ajtó, company registration number: 01-09-943820, tax number: 22793348-2-42, representative: GYEBNÁR Gergő, Managing Director, independently). E-mail: secops@blackcell.io
Ticket	An individually identifiable document entitling to visit the Event, purchased for a consideration or received free of charge, regardless of its form (paper or electronic). The Service Provider shall reserve the right to distribute so-called complimentary tickets to certain Customers, which



will be provided to the Customers for a fee. Otherwise, the Service Provider shall determine the Ticket's:

- price and
- the currency of the consideration to be paid.

Intermediary	Eventbrite Operations (IE) Ltd. (Unit 3100, Citywest Business Campus Dublin 24, Citywest, Dublin, D24AK82, Ireland), an Irish Company owned by Eventbrite, Inc. (95 Third Street, 2nd Floor, San Francisco, California, 94103, Reg. No. 4742147) which provides the platform for the sale of the Tickets and Products.
Intermediary's website	The platform for the purchase of the Tickets and Products made available by the Intermediary on the https://www.eventbrite.co.uk/e/secops-2024-tickets-621631686107 website.
Customer	A natural person, legal entity or business entity without legal personality, or other organisation that purchases a ticket for the "SecOps 2024" event on the Service Provider's website or the Intermediary's website, or purchases Products on the Service Provider's website.
Order	The irrevocable legal declaration of the Customer to purchase a Ticket or Product on the Intermediary's website.
Event	The on-site and/or online streamed event held by the Service Provider on 15 February 2024.
Service	The sale of Tickets and Products advertised by the Service Provider on their Website or offered on the Intermediary's website, between remote parties.
Product	The movables offered by the Service Provider on the Intermediary's website, the purchase of which is offered by the Service Provider to Customers through the Intermediary's website.
Website	The website at https://blackcell.io/secops-24 operated and maintained by the Service Provider.



2. Personal, tangible and temporal scope of GTC

- 2.1. The scope of the GTC covers all Customers and Service Providers as well as their representatives, legal successors and third parties (e.g. manufacturers) affected by the legal relationship created between them based on the legal regulations.
- 2.2. The provisions of the GTC shall apply to all Orders submitted via the Intermediary's website. By submitting the Order, the Customer accepts the relevant provisions of the GTC regarding their legal relationship with the Service Provider, thus considering these mandatory for themselves and the legal transaction. The provisions of the GTC shall apply to the rights and obligations of the Customer and the Service Provider in respect of the Orders. The Service Provider represents that these provisions shall not apply to the legal relationship between the Customer and the Intermediary and to the conditions of use of the Intermediary's website.
- 2.3. For the purposes of the legal relationship between the Customer and the Intermediary, the Intermediary's General Terms and Conditions shall apply if the Customer purchases the Ticket and the Products through the Intermediary's website. The Intermediary's General Terms and Conditions cover only the Intermediary's activities (operation of the website related to the sale of the Tickets and Products, sale of the Tickets and Products, complaint management etc.).
- 2.4. This GTC shall be valid for an indefinite period of time, shall enter into force after its publication and remain in force until its modification or withdrawal.
- 2.5. The Service Provider reserves the right to modify the GTC unilaterally and in this respect is entitled to change its provisions without specifying the reasons. They will inform the Customers of the modification and the GTC published in a consolidated version with the modifications at least 8 days before the modifications enter into force. Such information may be given by sending out e-mails or publication on the Website if the Service Provider places the notice clearly visibly.

3. Provisions for the Services offered by the Service Provider

- 3.1. The Service Provider shall provide the following services within the framework of the Service:
 - 3.1.1. Selling Tickets and Products for which the Service Provider uses an Intermediary.
- 3.2. The Service Provider shall publish the Tickets and Products offered in the context of the Service on the Intermediary's website in a way that is accessible and clear to the Customer. The provisions of these GTC shall apply to all Products and Tickets



ordered by the Customer in the context of the Service offered by the Service Provider, where the conditions of use of the Intermediary's website are determined by the Intermediary.

- 3.3. The Customer is entitled to use the Service Provider's Services after having read the provisions of these GTC. If the Customer has read the GTC and agrees with all points therein, then by submitting an Order through the Website or the Intermediary's website they accept the provisions thereof and consider them binding.
- 3.4. The Service Provider draws the Customer's attention to the fact that the contracts concluded and Orders submitted based on these GTC are not filed individually and will only be concluded electronically based on Sections 6:5(3) and (4) of Act V of 2013 on the Civil Code (hereinafter referred to as: the **Civil Code**), thus they do not qualify as a written contract or refer to a code of conduct. The GTC can be downloaded in PDF format from the following link: <https://blackcell.io/secops-24>.
- 3.5. The Service Provider calls the Customer's attention to the fact that they use an Intermediary for the selling of the Tickets and the Products. The Customer can purchase the Tickets and the Products on the Intermediary's website. The Service Provider expressly stipulates that they shall not be liable for any error related to the sale of the Tickets and Products, in particular, but not limited to, the unavailability of the Intermediary's website, any technical and payment difficulties arising at the Intermediary or any complaints arising out of other problems.
- 3.6. The Service Provider declares and the Customer expressly accepts that the primary method of communication between them in connection with the Service shall be by e-mail. The Service Provider represents that they shall not be liable for the form or content of the communication between the Customer and the Intermediary.
- 3.7. The Parties hereby stipulate that during the application of these GTC, the Service Provider shall ensure the operation of the Website and, in connection therewith, the provision of high quality and reliable services, in line with the law and consumer interests. The Service Provider shall not be liable for the availability of the Intermediary's website or the quality of the services provided by the Intermediary.

4. Conditions and process of ordering

- 8.1. The Customer can submit orders for Tickets or Products on the Intermediary's website at <https://www.eventbrite.co.uk/e/secops-2024-tickets-621631686107>, which is accessible through redirection from the website at <https://blackcell.io/secops-24>.



8.2. Process of ordering:

8.2.1. When ordering Tickets, the Customer places the Ticket into the cart on the Intermediary's website if they accept the price and the conditions set by the Service Provider, and pays the consideration for the Ticket using the selected electronic payment service. The confirmation of the Order and the payment will be sent to the Customer by the Intermediary. The Intermediary will send the Ticket to the Customer electronically after the payment has been completed.

8.2.2. When ordering Products, the Customer places the Product into the cart on the Intermediary's website if they accept the price and the conditions set by the Service Provider, and pays the consideration for the Product using the selected electronic payment service. The confirmation of the Order and the payment will be sent to the Customer by the Intermediary. The Customer will receive confirmation of the Order and successful payment in electronic format. The Service Provider will send the Product to the delivery address specified by the Customer using a courier service within 5 working days after the placement of the Order at the latest, if the Product is in stock. If the Product is out of stock, the Service Provider will contact the Customer. If the Customer does not accept later delivery, they are entitled to withdraw from the Order. In this case the Service Provider will reimburse the Customer for the consideration paid in the same manner.

8.2.3. As for the content of the cart, the Customer is entitled to review the selected Ticket or Product(s) and to see the total amount of the consideration payable, and thus to correct any "misclicking". The Customer is entitled to delete the Ticket or Product(s) placed into the cart, and hence to cancel the Order or to modify the quantity or nature of the Order.

8.2.4. The Intermediary offers the following payment options on its website:

8.2.4.1. PayPal

8.3. The Customer shall pay the fee for the Service in full when placing the Order, choosing from the payment options offered on the Intermediary's website. Payment may only be made electronically, in ways defined by the Intermediary. The fee for the Service shall be settled through the Intermediary. The prices of the products shown on the Intermediary's website shall include the value added tax (VAT) according to the currently valid legal regulations. In the case of the Products, the prices indicated by the Service Provider do not include the cost of delivery.



- 8.4. When a discounted price is offered, the Service Provider will fully inform the Customers of the duration and extent of the discount on its Website, the Intermediary's website or by other electronic means.
- 8.5. When selling the Tickets, the Service Provider may establish discounted prices according to the following:
 - 8.5.1. a price reduced to the extent determined by the Service Provider compared to the full price shown on the Intermediary's website, or
 - 8.5.2. Tickets free of charge for certain Customers (complimentary tickets).
- 8.6. When selling the Products, the Service Provider may establish discounted prices according to the following:
 - 8.6.1. A price reduced to the extent determined by the Service Provider compared to the full price shown on the Intermediary's website.
- 8.7. The Service Provider shall provide the discounts in the form of coupon codes which can be redeemed on the Intermediary's website prior to the payment.
- 8.8. The circle of those entitled to discounted Tickets is defined by the Service Provider exclusively.
- 8.9. With the placement of the Order, the Customer and the Service Provider conclude an electronic contract based on which the Customer shall pay the consideration for the Product or the Ticket, take delivery of the Product or the Ticket, while the Service Provider undertakes to deliver the ordered Product or Ticket to the Customer on time. The Customer is aware of the fact that the Service Provider uses an Intermediary for the selling of the Tickets and the Products.
- 8.10. The Order will not be filed, it does not qualify as a written contract and will only be concluded in electronic form. After the placement of the Order, the Customer will receive an e-mail from the Intermediary confirming the Order and the payment.
- 8.11. The Customer is not entitled to modify the Order once it has been sent, thus they shall be obliged to take delivery of the ordered Product or Ticket with the content specified in the Order. This section herein shall not apply to the matters regulated by Government Decree No. 45/2014 (II. 26.).
- 8.12. When ordering a Product, the Customer can view the Tickets and Products offered by the Service Provider on the Intermediary's website. Registration on the Intermediary's website is not a precondition for submitting an Order. When making a purchase, the Customer shall provide the following data:
 - e-mail address,
 - name / company name,



- tax number,
 - phone number,
 - address/registered office,
 - delivery address,
 - billing address
- 8.13. The Customer is obliged to provide an e-mail address where they can be contacted on a permanent basis for the purposes of continuous information flow and a valid Order. The Customer is responsible for setting and maintaining their e-mail account in a way that they receive the e-mails sent by the Service Provider or the Intermediary continuously. The Service Provider shall not be liable for any damages derived from the Customer's failure to maintain the e-mail account properly.
- 8.14. The Customer is responsible for the veracity of the data provided. If performance fails because of errors in the data provided by the Customer, the Service Provider shall not be liable, however, the Customer shall compensate the Service Provider or the Intermediary for any damages suffered by them because of the failure to fulfil the orders the Service Provider intended to fulfil due to the untrue data.
- 8.15. According to the provisions of Government Decree No. 45/2014 (II. 26.), the Customer is entitled to exercise their right of withdrawal as specified herein.
- 8.16. In the case of an Order, the Intermediary shall confirm the Order electronically without delay upon receipt but within 24 hours at the latest. If such confirmation is not received by the Customer within a reasonable deadline depending on the nature of the service but within 48 hours after the sending of the Order at the latest, the Customer will be exempt from the obligation to make an offer or to conclude a contract. The Order and its confirmation shall be deemed completed when it has been received by the Service Provider or the Customer and has been made available for them.
- 8.17. When a Product is ordered, the Service Provider shall fulfil the Order within maximum 5 working days if all Products in the Order are in stock.
- 8.18. If necessary, the Service Provider will consult with the Customer in e-mail regarding the circumstances of the fulfilment of the Order i.e. the delivery of the Products or the shortage of stocks. In the case of stock shortages, the Service Provider shall inform the Customer of the expected time of the fulfilment of the Order by phone or e-mail.
- 8.19. In the event of Product orders, if the ordered product is not in stock, the Service Provider shall notify the Customer by e-mail. Such notification shall include, in no uncertain terms, the timing that the Service Provider can undertake to deliver the



Order, in light of the shortage of stocks and the time required to acquire stocks from their own suppliers. The Customer has the right to cancel the Order if the delivery time specified in the notification by the Service Provider in view of the stock shortage is not acceptable for them. However, if they accept the new delivery time indicated in the notification, the Service Provider shall confirm the Order as detailed above. If the Customer does not intend to order the products that are not in stock, they can cancel the Order with immediate effect in respect of the products that are not in stock by e-mail. The part of the Order affecting products that are in stock shall remain valid unchanged.

- 8.20. The Orders are in Hungarian and English; these GTC were prepared in Hungarian and English, in case of any discrepancy, the Hungarian version shall prevail.

9. Delivery/acceptance of the Order, shipping

- 9.1. The Service Provider shall fulfil the Orders according to the following:
- 9.1.1. When Tickets are ordered, the Order will be fulfilled by the Service Provider in a way where the Intermediary sends the Tickets electronically to the e-mail address provided by the Customer.
- 9.1.2. In the event of Product Orders, the Service Provider will send the Products by a courier service to the delivery address provided by the Customer on the Intermediary's website when placing the Order.
- 9.2. The Service Provider shall fulfil the Order within the deadline defined in these GTC. The Service Provider fulfils the order using a courier service. By placing the Order and making the payment, the Customer expressly accepts delivery by courier service. The Customer expressly accepts that they cannot collect the Order in person.
- 9.3. In the event of Product Orders, the Service Provider shall organise the delivery where the Customer shall pay the price of the Product as defined prior to the placement of the Order.
- 9.4. For Product Orders, the Service Provider shall not be liable for any delay in delivery by courier service or any damage, injury to the Product during the delivery. The parties expressly agree that during the delivery of the Product, the risk of damage shall pass to the courier service when the Product is handed over to them.
- 9.5. In the event of Product Orders, the courier service shall deliver the Product to the delivery address specified by the Customer in the Order (hereinafter referred to as: "delivery/acceptance"). The Service Provider shall make available the consideration for the Product(s) and the costs related to their delivery.



- 9.6. For Product Orders, the Customer shall check the packaging of the Product(s) without delay by visual inspection. If they discover any damage to the Product(s) or their packaging, they shall request a written report from the courier service or report the case to the Service Provider immediately. If the Customer fails to comply with this obligation, the Service Provider shall not be entitled to accept any claims and complaints about any damage to the product or its packaging after the delivery.

10. Right to withdraw from the Order

- 10.1. The Customer is entitled to withdraw from the Order unilaterally within 14 working days after the receipt of the Product(s) or the Ticket, without any explanation, by sending to the Service Provider a clear written statement about their intention to withdraw from the Order. The Customer may exercise their right of withdrawal by sending an e-mail to the Service Provider with the content specified in Schedule 2 to Government Decree No. 45/2014 (II. 26.). The Service Provider shall confirm the e-mail about the Customer's withdrawal without delay. The Customer may exercise their right of withdrawal in respect of the Tickets on the refund link provided on the Intermediary's website or in a letter sent to the Service Provider.
- 10.2. If the Customer withdraws from the Order in the event of a Product Order, they shall return the Product to the Service Provider or the person authorised by the Service Provider to take delivery of the Product, without any defects and damages, without delay but no later than within fourteen days after communicating the withdrawal, either in person or by courier.
- 10.3. The Customer shall only bear the direct cost of returning the Product. The Customer shall be liable for any depreciation of the Product derived from its use beyond the use necessary to determine its nature, characteristics and operations.
- 10.4. In the event of Product Orders, the Customer may exercise the right to withdraw from the Order from the date when they took delivery of the Product or Ticket. The date when the Ticket is sent by the Intermediary qualifies as the date of receipt. The Product shall be returned to the Service Provider's address in its original condition, without any damage, together with the invoice received during the delivery/acceptance. The Service Provider shall only refund the total purchase price if the Product is returned in its original, new condition, without any damage, with complete content and packaging. The exercise of the right to withdraw does not incur any extra costs for the Customer but the latter shall arrange the return of the Product at their own costs. The Customer shall bear the costs of the return of the Product derived from the exercise of the right of withdrawal and the Service Provider cannot be obliged to reimburse the costs resulting from the return of the Product.



- 10.5. If the Customer returns the Product to the Service Provider in the condition and by the deadline specified in Section 10.3 of these GTC, or verifies beyond doubt that the return of the Product has been arranged, the Service Provider shall refund the total amount paid by the Customer as consideration without delay, but within fourteen days after the receipt of the returned Product, at the latest. As long as the Customer does not fulfil their obligation to return the products as defined in this Section herein, the Service Provider has the right to withhold the consideration.
- 10.6. If the Customer withdraws the Order, the Service Provider will refund the amount paid as consideration for the Order with the same payment method used by the Customer. Based on the Customer's express agreement, the Service Provider may use a different payment method for the refund if it does not result in extra costs for the Service Provider.
- 10.7. The Customer may not exercise the right to withdraw in respect of Products with sealed packaging which cannot be sent back after opening after delivery due to health and hygiene reasons.

11. Guarantees and warranties

- 11.1. In the case of Tickets, the provisions on guarantees and warranties included in this Section herein shall not apply. The Intermediary may also be held responsible for the Ticket's unsuitability. In the case of Product Orders, the Service Provider warrants the Products for one year. In the event of discovering a defect in the Product, the Customer shall report it to the Service Provider without delay by e-mail. The Customer is entitled to make a warranty claim within 1 year after taking delivery of the Product if it can be proven that the Product had already been deficient upon the delivery due to the manufacturer's fault.
- 11.2. If the Service Provider deems the Customer's warranty claims justified, they shall arrange, without delay, but within 15 days at the latest, the fixing or replacement of the Product, or the proportionate decrease of the Product's price, based on the choice of the Customer, the nature of the defect and according to the following section.
- 11.3. The Customer can only enforce their guarantee and warranty claim by presenting (sending) the accounting record (invoice, receipt) received upon taking delivery of the Product, or by referring to its number.
- 11.4. In the case of Product Orders, the Customer's complaint submitted in connection with the guarantee and warranty claim will be managed by the Service Provider's staff during the warranty period. If the Customer reports a warranty claim after six months but within two years after taking delivery, they are entitled to turn to the consumer protection authority directly. If the warranty claim is accepted, the



Service Provider shall ensure repair, replacement or refund, in light of the Customer's expectations, if possible within 15 days.

5. Rules for complaint management and settlement of disputes

- 11.5. The Customer may send a complaint about the Order in e-mail to secops@blackcell.io or by registered mail to the Service Provider's registered office at H-1064 Budapest, Vörösmarty 67. VI. emelet 2. ajtó.
- 11.6. In the complaint, the Customer shall specify the reason for the complaint and the related claim and, if the circumstances of the case so require, explain it.
- 11.7. The Service Provider shall acknowledge the Customer's complaint electronically (by e-mail). The Service Provider shall examine the complaint without delay and inform the Customer of the results in a credible way. If the complaint is well-founded, the Service Provider shall fulfil the Customer's requirements and rectify the infringement.
- 11.8. If the Service Provider deems the Customer's complaint unfounded, they will notify the Customer without delay. If the Customer maintains the complaint regardless of the Service Provider's position, the parties shall settle the dispute between them primarily in an amicable way.
- 11.9. If amicable dispute settlement does not lead to a result between the parties, the Customer may enforce their rights before the competent conciliatory board or the court.
- 11.10. If the amicable dispute settlement does not lead to a result, the Customer is entitled to involve the competent conciliatory board of the county or to turn to the competent district court at their own discretion.

12. Privacy provisions

- 12.1. The provisions of this section of these GTC shall apply to the processing of the personal data of the natural person data subject (Customer). These GTC, including the Privacy Notice, are available for the natural persons concerned on the data controller's (Service Provider) Website without restriction.
- 12.2. The legal basis for the data processing is the data subject's consent to the processing of his/her personal data for the purposes of making a purchase on the Intermediary's website and the sending of the Tickets and Product(s) based on Article 6(1)(a) of the General Data Protection Regulation.
- 12.3. Only natural persons over the age of 16 are entitled to provide data on the Intermediary's website, the consent or subsequent approval of the legal



representative is not required for the validity of the consent of the data subject over the age of 16.

12.4. The data subjects of the data processing are natural persons who order any Tickets or Products offered for sale on the Intermediary’s website.

12.5. Scope of the data processed, purpose and duration of data processing

Range of data processed	Purpose of data processing	Duration of data processing
Name (company name), e-mail address, postal address (delivery address or registered office)	Identification of customer, definition of delivery and billing addresses	During the term of the contract and for 60 months thereafter
Data of PayPal account accessible by the data controller (sent)	Payment of the order by the customer	The accounting record directly supporting the bookkeeping for at least 8 years based on Section 169 (2) of Act C of 2000
IP address, start and end time of visit, type of browser and operating system	Optimisation of the website’s customer experience, visit and usage statistics	60 months from the date when the data was created

Name, e-mail address	Sending out marketing newsletters and offers about the services and offers of the data controller and the data processors	Until the withdrawal of the data subject's consent
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12.6. Cookies used on the Website

Name of cookie	Type of cookie	Duration	Purpose
__cfuid	Essential for the operation	Until end of session	A cookie used by the content provider "Cloudflare" to detect trusted network traffic, which allows website access and decreases page load times.
cookieawinfo-checkbox-necessary	Essential for the operation	1 year	Cookie warning.
cookieawinfo-checkbox-analytics	For statistical purposes	1 year	Cookie warning.
cookieawinfo-checkbox-functional	Functional	1 year	Cookie warning.
cookieawinfo-checkbox-others	Other	1 year	Cookie warning.
cookieawinfo-checkbox-performance	Required to measure performance	1 year	Cookie warning.
cookieawinfo-checkbox-advertisement	Essential for the operation	1 year	To determine whether the visitor accepted the marketing category at the centre.

viewed_cookie_policy	Essential for the operation	1 year	It stores whether the user has accepted the cookies or not.
personalization_id	For statistical purposes	2 years	This cookie allows the visitor to share things about the website on their Twitter page.
1/i/adsct	For marketing purposes	Until end of session	It collects data about the users and their activity on the website in order to optimise the website and improve the display of data on the websites.
1/i/adsct	For marketing purposes	Until end of session	It collects data about the users and their activity on the website in order to optimise the website and improve the display of data on the websites. This cookie is connected to the Twitter application.
guest_id	For marketing purposes	2 years	It collects data about the users and their activity on the website in order to optimise the website and improve the display of data on the websites. This cookie is connected to the Twitter application.
guest_id_ads	For marketing purposes	2 years	A cookie related to Twitter for ad optimisation purposes.
guest_id_marketing	For marketing purposes	2 years	A cookie related to Twitter for ad optimisation purposes.

muc_ads	For marketing purposes	2 years	A cookie for ad optimisation purposes.
lms_ads	For marketing purposes	30 days	It is used to identify LinkedIn members outside LinkedIn for advertising purposes.
lms_analytics	For analytical purposes	30 days	It is used to identify LinkedIn members outside LinkedIn for analytical purposes.
li_fat_id	For analytical purposes	30 days	An indirect identifier for LinkedIn members, a cookie used for conversion tracking, retargeting and analytics.

12.7. The data controller (Service Provider) uses data processors to operate the Website and to submit, process and fulfil the Orders:

12.7.1. for the operation of the Website: Rendszerinformatika Zrt. (address: H-1134 Budapest, Váci út 19. IV. em, tax number: 23095942-2-41)

12.7.2. for the processing of the Orders: Microsoft Ireland Operations Ltd. (address: One Microsoft Place, South County Business Park, Leopardstown, Dublin 18 D18 P521, Ireland)

12.7.3. for the sale of Tickets and Products: Eventbrite Operations (IE) Ltd. (address: Unit 3100, Citywest Business Campus Dublin 24, Citywest, Dublin, D24AK82, Ireland)

12.7.4. for the operation of the online payment solution: the Luxembourgian resident PayPal (Europe) S.à.r.l. (address: 22-24 Boulevard Royal L-2449, Luxembourg),

12.7.5. for the delivery of the ordered Products: the Hungarian resident TNT Express Hungary Kft. (address: H-1094 Budapest, Ecséri út 14-16.; company registration number: 01-09-068734; tax number: 10376166-2-44).

12.8. The data controller (Service Provider) reserves the right to involve additional data processors in the data processing in the future, of which they will inform the data subjects by modifying these GTC.

- 12.9. Only natural persons employed by or having another type of work relationship with the data controller (Service Provider) and any data processor may get access to the data.
- 12.10. Data may only be transferred when fulfilling legal obligations. No data shall be transferred to third countries and international organisations. Data may be transferred to third countries (United States of America) in the case of certain cookies.
- 12.11. The data controller has ascertained the lawfulness of the activity of the data processor participating in the sale of the Tickets and Products exclusively based on the information obtained from their website and the Intermediary's General Terms and Conditions.
- 12.12. The Privacy Notice can be requested from the data controller's current Data Protection Officer on the following contact details:
- 12.12.1. Name of data controller: Black Cell Magyarország Ltd.
- 12.12.2. Representative of data controller: GYEBNÁR Gergő, Managing Director
- 12.12.3. Address of data controller: H-1064 Budapest, Vörösmarty u. 67., IV./2.
- 12.12.4. Data Protection Officer: BARANYA Zsolt
- 12.12.5. E-mail: dpo@blackcell.io
- 12.13. During the data processing, the data controller (Service Provider) shall undertake to ensure the security and protection of the data subject's (Customer) personal data, or in the case of legal entities or customers without legal personality, of their data that fall into the scope of business secrets, at their own responsibility and cost.
- 12.14. In light of the above, the data controller shall ensure the confidentiality, integrity and availability of all the personal data processed, and shall take the appropriate technical and organisational measures to assure the security of the data processing and, in this context, shall develop internal rules, including a data protection procedure.
- 12.15. If an unauthorised third party gets access to any personal data or any data that falls into the scope of business secrets due to reasons attributable to the Customer and beyond the data controller's (Service Provider) control, the data controller (Service Provider) shall not be held liable.

- 12.16. The data subject (Customer) may request from the data controller by e-mail sent to the e-mail address of the Data Protection Officer of the data controller or by registered mail sent to the data controller's postal address, access to the personal data relevant for them along with the rectification, erasure or restriction of the processing thereof, and may also object to the processing of such personal data. No automated decision-making or profiling will take place.
- 12.17. A complaint may be filed and data protection authority proceedings may be initiated regarding the data controller's activity at the National Authority for Data Protection and Freedom of Information (registered office: H-1055 Budapest, Falk Miksa u. 9-11., postal address: H-1363 Budapest, PO Box 9.; telephone: +36 (1) 391-1400; e-mail: ugyfelszolgalat@naih.hu).
- 12.18. The data subject (Customer) may take the data controller (Service Provider) to court if their rights are violated. Civil proceedings shall fall within the jurisdiction of the Metropolitan Court. At the choice of the data subject, the litigation may be initiated before the court of the data subject's place of residence or habitual residence (for the contact details and list of courts see the following link: <http://birosag.hu/torvenyszekek>).

13. Breach of contract and consequences

- 13.1. Failure to fulfil the contractual obligations by any party means the breach of the provisions of these GTC. Any of the parties causing a damage to the other party by breaching the contract or the Order shall be liable to pay compensation.
- 13.2. The party shall be exempt from responsibility if they prove that the breach of contract was caused by a circumstance beyond their control, unforeseeable at the time when the contract was concluded (force majeure), and that it was not reasonable to expect to avoid the circumstance or to avert the damage. When interpreting these GTC, among others, any breakdown derived from the failure of the telecommunications network shall be considered as a force majeure.
- 13.3. The Service Provider is entitled to terminate their contract with the Customer with immediate effect, if the Customer does not fulfil their payment obligations or, in the event of a Product Order, the Customer refuses to take delivery of the Product. In case of termination by the Service Provider with immediate effect, the Customer shall compensate for all damages caused to the Service Provider by the breach of contract.
- 13.4. In the event of a Product Order, when the provisions of the GTC are seriously violated by the Service Provider, the Customer shall have the right to terminate the Order unilaterally, with immediate effect, by e-mail or registered mail.

- 13.5. In the case of a Product Order, the Service Provider will seriously breach the provisions of these GTC if despite the Customer's Order they do not fulfil their obligation to deliver the Products, fail to call attention to the shortage of stocks or violate their obligation to inform the Customer of any obstacles to delivery.

14. Copyright

- 14.1. According to the relevant provisions of Act LXXVI of 1999 on copyrights, all contents on the <https://blackcell.io/secops-24> website operated by the Service Provider are under copyright protection. In this respect, the protection covers, without any doubt, the images, data, information, program creations, source codes, the Website's graphic display and graphic elements, the name of the Products advertised by the Service Provider on the Website, along with the pertaining images, illustrations and types of brand and other elements. The data and information displayed on the Website are only for the purposes of sale and purchase, they may not be used for any other purpose, and may not be multiplied and copied.
- 14.2. In the context of protection, any use other than for the purpose of purchases is forbidden except when the Service Provider gives a preliminary consent in writing. Copyright protection also includes databases that can be linked to the Website or are operated in its context, where the recording of the databases and their use for advertising purposes along with their forwarding to third parties in full, in part or in a revised format, is forbidden.
- 14.3. It is particularly forbidden to download, store and use any portion or the whole of the Product database in an automated or any other way.
- 14.4. For the constant accuracy and reliability of the Website's content, the Service Provider excludes any liability. For the banners, links and content of the websites of other advertisers that appear on the Website, the Service Provider excludes any liability. In this case, the advertiser shall be liable for full compensation in respect of the contents uploaded, created or otherwise published on the Website.

15. Miscellaneous and closing provisions

- 15.1. In order to fulfil the Orders in full, the Service Provider has the right to apply an intermediary. The Service Provider shall be liable for the conduct of any contributors as if the Service Provider had acted themselves, and thus they shall be fully liable for any unlawful conduct of their contributors.

- 15.2. The Customer is only allowed to transfer their obligations to the Service Provider derived from the Order and these GTC to a third party based on the Service Provider's preliminary permission.
- 15.3. If as a result of any changes to the legal regulations any of the provisions of the GTC becomes invalid, it shall not affect the parts of the GTC not affected by the invalidity. The provisions of law will replace the provisions that have become invalid and ineffective.
- 15.4. If the Service Provider fails to exercise any of their rights or justified claims under the GTC or the Order, it shall not constitute a waiver of rights. Any waiver of right is only valid based on an express written declaration to that effect. The fact that the Service Provider fails to strictly apply any material condition or one-off stipulation of the GTC in one or more occasions shall not result in any waiver of rights, thus the Service Provider may demand, at their own discretion, compliance with the conditions or stipulations specified later, as described above.
- 15.5. The Customer and the Service Provider shall settle their disputes primarily out of court, through negotiations. If the settlement of the dispute is unsuccessful, the parties have the right to enforce their claims through administrative proceedings.
- 15.6. The issues of the GTC not or not fully regulated shall be interpreted in line with Hungarian law, in particular, Act V of 2013 on the Civil Code; Act CXII of 2011 on the right of informational self-determination and freedom of information; Act CVIII of 2001 on certain issues of electronic commerce services and information society services; Act XLVIII of 2008 on the fundamental conditions and certain restrictions on commercial advertising activities; Act CLV of 1997 on consumer protection; and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. The provisions of the relevant legal regulations shall apply to the parties without any specific stipulations.
- 15.7. Date when these General Terms and Conditions enter into force: 15.06.2023
- 15.8. List of Conciliation Boards and their contact details:
- 15.8.1. **Baranya County Conciliation Board**
Address: H-7625 Pécs, Majorosy Imre u. 36.
Phone: +36 (72) 507-154
E-mail: info@baranyabekeltetes.hu

15.8.2. Bács-Kiskun County Conciliation Board

Address: H-6000 Kecskemét, Árpád krt. 4.
Phone: +36 (76) 501-525, +36 (76) 501-532
E-mail: bekeltetes@bacsbekeltetes.hu

15.8.3. Békés County Conciliation Board

Address: H-5600 Békéscsaba, Penza ltp. 5.
Phone: +36 (66) 324-976
E-mail: bekeltetes@bmkik.hu

15.8.4. Borsod-Abaúj-Zemplén County Conciliation Board

Address: H-3525 Miskolc, Szentpáli u. 1.
Phone: +36 (46) 501-090, +36 (46) 501-871
E-mail: bekeltetes@bokik.hu

15.8.5. Budapest Conciliation Board

Address: H-1016 Budapest, Krisztina krt. 99.
Phone: +36 (1) 488-2131
E-mail: bekelteto.testulet@bkik.hu

15.8.6. Csongrád-Csanád County Conciliation Board

Address: H-6721 Szeged, Párizsi krt. 8-12.
Phone: +36 (62) 554-250/ext. 118
E-mail: bekelteto.testulet@csmkik.hu

15.8.7. Fejér County Conciliation Board

Address: H-8000 Székesfehérvár, Hosszúséta tér 4-6.
Phone: +36 (22) 510-310
E-mail: bekeltetes@fmkik.hu

15.8.8. Győr-Moson-Sopron County Conciliation Board

Address: H-9021 Győr, Szent István út 10/a.
Phone: +36 (96) 520-217
E-mail: bekelteto.testulet@gymkik.hu

15.8.9. Hajdú-Bihar County Conciliation Board

Address: H-4025 Debrecen, Petőfi tér 10.

Phone: +36 (52) 500-710

E-mail: bekelteto@hbkik.hu

15.8.10. Heves County Conciliation Board

Address: H-3300 Eger, Hadnagy utca 6. földszint

Phone: +36 (36) 416-660/ext. 105

E-mail: bekeltetes@hkik.hu

15.8.11. Jász-Nagykun-Szolnok County Conciliation Board

Address: H-5000 Szolnok, Verseggy park 8.

Phone: +36 (56) 510-610, +36 20/373-2570

E-mail: bekeltetotestulet@iparkamaraszolnok.hu

15.8.12. Komárom-Esztergom County Conciliation Board

Address: H-2800 Tatabánya, Fő tér 36.

Phone: +36 (34) 513-010

E-mail: bekeltetes@kemkik.hu

15.8.13. Nógrád County Conciliation Board

Address: H-3100 Salgótarján, Mártírok útja 4. fsz 14.

Phone: +36 (32) 520-860

E-mail: nkik@nkik.hu

15.8.14. Pest County Conciliation Board

Address: H-1055 Budapest, Balassi Bálint utca 25. IV./2.

Phone: +36 (1)-792-7881

E-mail: pmbekelteto@pmkik.hu

15.8.15. Somogy County Conciliation Board

Address: H-7400 Kaposvár, Anna utca 6.

Phone: +36 (82) 501-000

E-mail: skik@skik.hu

15.8.16. Szabolcs-Szatmár-Bereg County Conciliation Board

Address: H-4400 Nyíregyháza, Széchenyi u. 2.

Phone: +36 (42) 420-180

E-mail: bekelteto@szabkam.hu

15.8.17. **Tolna County Conciliation Board**

Address: H-7100 Szekszárd, Arany J. u. 23-25.

Phone: +36 (74) 411-661

E-mail: kamara@tmkik.hu

15.8.18. **Vas County Conciliation Board**

Address: H-9700 Szombathely, Rákóczi Ferenc u. 23.

Phone: +36 (94) 312-356

E-mail: bea@vmkik.hu

15.8.19. **Veszprém County Conciliation Board**

Address: H-8200 Veszprém, Radnóti tér 1.

Phone: +36 (88) 412-150

E-mail: info@bekeltetesveszprem.hu

15.8.20. **Zala County Conciliation Board**

Address: H-8900 Zalaegerszeg, Petőfi utca 24.

Phone: +36 (92) 550-513

E-mail: zmbekelteto@zmkik.hu