

## TERMS OF USE

The present terms and conditions (“**Terms of Use**”) shall apply to your visiting and using the website [www.pickaprinter.com](http://www.pickaprinter.com) (hereinafter: “**Website**”), and using the Pick-a-printer (PAP) Service and Application (definitions see below), and to all information, recommendations and/or services you receive in the course of using the Website, the Service and the Application.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE DOWNLOADING OUR APPLICATION AND/OR USING OUR SERVICE.

### **PAP Service Provider (Contracting party)**

NEXTENT Informatika Zrt. (hereinafter: “Nextent”)  
Registered office: 1138 Budapest, Madarász Viktor u. 47-49.  
Company registration number: 01-10-045260  
VAT ID: 13522225-2-41

### **What services are provided by PAP?**

In addition to providing information, PAP shall provide tools for procuring the printing services of third party printing service providers (hereinafter: “**Printing service provider**”), available by using an application (hereinafter: “**Application**”) made available by PAP and downloaded and installed by you to a mobile device (smartphone, tablet, laptop, etc.). All services provided by PAP to you by way of the Application will be hereinafter called: “**Service**”.

### **How shall the contract between PAP Service Provider and you enter into force?**

By using the Application or the Service you shall enter into a contractual relationship (hereinafter: “**Contract**”) with PAP Service Provider. In order to be able to use the Application or the Service, you have to register first at PAP Service Provider. In the registration process you will have to provide your personal data to PAP Service Provider. After successful registration with PAP Service Provider, it will provide you with a personal account accessible with the password chosen by you.

You have to be at least 18 years old and have legal capacity to be eligible for using the Service or the Application. If your permanent place of residence is under a jurisdiction restricting the use of the Service or the Application on the basis of age, or restricting the participation in such contracts on the basis of age, you have to take such restrictions into account and you are not allowed to use the Service or the Application. If you are a private individual, you represent to have legal capacity, i.e. you are allowed to lawfully conclude a contract on the basis of your age and your state, or if you register on behalf of a legal entity, you are empowered to accept on behalf of the legal entity these Terms of Use and to register for the Service and the Application.

## **How to use the Service and the Application**

The Application allows you to send a printing service request to a Printing Service Provider. The GPS receiver, which must be incorporated in the mobile device you downloaded the application to, detects your location and it will show (nearby) Printing Service Providers on the map included in the application. When using the Application you can chose the Printing Service Provider you like. If the Printing Service Provider is able to perform the printing job selected by you, the Application will notify you and send you information on the Printing Service Provider, including the name and the exact address of the service provider, as well as its customer rating, and the possibility to contact the Printing Service Provider by phone.

PAP Service Provider shall take appropriate steps to bring you into contact with a Printing Service Provider in order to request printing services from such service provider, taking into account the availability of Printing Service Providers at your location at the moment of requesting printing services.

By using the Application and/or the Services you consent to PAP Service Provider storing the documents uploaded by you for the purpose of using the printing service and forwarding it to a third party (the Printing Service Provider selected by you).

PAP Service Provider shall delete from the system within 15 days from uploading the documents uploaded by you but not printed out for any reason whatsoever.

For the avoidance of doubt: PAP Service Provider itself shall not provide printing services and PAP Service Provider is not a printing company. The printing services will be provided by the Printing Service Provider and you can request such services by using the Application and/or Service. PAP Service Provider will only act as an intermediary between you and the Printing Service Provider. Therefore the agreement on providing printing services to you by the Printing Service Provider will be concluded between you and the Printing Service Provider. PAP Service Provider shall never be a party in such agreements.

## **Use of the Application or the Service by you**

You warrant that the information provided to PAP Service Provider are accurate and complete. PAP Service Provider may at any time check the information provided by you or reject providing the Service or the Application without any justification.

You can only access the Service by the approved way. It is your responsibility to verify that you have downloaded the appropriate Application to your device. PAP Service Provider cannot be held liable in case you do not possess a compatible mobile device, or if you download an inappropriate version of the Application to your mobile device. PAP Service Provider reserves the right to stop providing the Service or the Application if you use the Service or the Application from an incompatible or unlicensed device.

Furthermore, by using the Application or the Service you agree to the following:

1. Using the Service or downloading the Application shall only serve the purpose of your personal use and you shall not resell it to a third party.
2. You shall not allow anyone else to use your account.

3. You shall not transmit or hand over any other way your account to another person or legal entity.
4. You shall not use without proper authorization any account the user right of which is held by another person.
5. You shall not use the Service or the Application for any illegal purpose, in particular for printing documents of infringing, punishable or otherwise unlawful content.
6. You shall not use the Service or the Application for causing annoyance, vexation or inconvenience.
7. You shall not disrupt the normal operation of the network.
8. You shall not attempt to harm the Service or the Application in any way whatsoever.
9. You shall not copy or distribute the Application without a written authorisation received from PAP Service Provider.
10. You shall safely keep in secret the password of your account and any other identification information received from us for the purpose of accessing the Service and the Application.
11. You shall present to us, within reasonable limits, any document requested by us for the purpose of verifying your identity.
12. You shall only use an access point or 3G data account (AP) you are authorised to use.
13. You shall not use the Service or the Application on any incompatible or unlicensed device.
14. In the course of using the Application or the Service, you shall comply with all applicable laws in force in the country, state and/or city of your location.

PAP Service Provider reserves the right to terminate the provision of the Service and the Application without delay if you fail to comply with any of the above terms.

### **Payment**

Using the Application and the Service is free of charge. PAP Service Provider reserves the right to request a service fee for using the Application and/or the Service in the future. Should PAP Service Provider decide on introducing such a fee, it will inform you appropriately and allow you to continue or terminate the Contract.

The fees charged by the Printing Service Provider for the printing services can be found on the Website and in the Application. Such fees can be amended from time to time by the Printing Service Provider. It is your own responsibility to be informed about the current charges for the printing services.

You agree to pay in cash to the Printing Service Provider all printing services purchased from the Printing Service Provider upon receiving the printing service.

### **Indemnity**

By accepting these Terms of Use and by using the Application or the Service, you agree to indemnify, protect and hold harmless PAP Service Provider, its partners, licence holders, officials, directors, further users, employees, lawyers and agencies against any claim, expense, damage, loss, liability and cost whatsoever (including lawyers' fees and expenses) resulting from or in connection with the following:

- a. the violation of these Terms of Use or of any relevant law or regulation, either found herein or not;
- b. the violation by you of any third person's rights, including the rights of Printing Service Providers recommended by the Application, or
- c. Your use or improper use of the Application or the Service.

## **Liability**

The information, recommendations and/or services provided to you on the Website, in the Services and in the Application are for general information only, and they shall not be considered as consulting services. PAP Service Provider shall take reasonable care to grant the correctness and the up-to-dateness of the Website and the Application as well as of their contents, however it shall not guarantee that the (content of) the Website and/or the Application will be absolutely free from errors, irregularities, malware and viruses, or that the data of the Website and/or the Application are accurate, reliable and up-to-date.

PAP Service Provider cannot be held liable for any damage caused by using (or the impossibility of using) the Website or the Application (with the exception of the cases causing death or personal injury), including the following cases: damages caused by malware, viruses or the incorrectness or incompleteness of the data on the Website or in the Service; save any such damage is caused by PAP Service Provider's wilful misconduct or negligent conduct.

Furthermore, PAP Service Provider cannot be held liable for any damage resulting from any electronic communication, or the lack of the availability of such communication, through the Website or the Application, including without limitation any damage caused by the failure or the delay of the delivery of such electronic communication, or caused by capturing or manipulating such electronic communication by third parties or by computer programs used for electronic communication and for disseminating viruses.

PAP Service Provider shall undertake no liability whatsoever regarding the operations the Printing Service Provider or other persons may perform on the documents uploaded by you for the purpose of using printing services, such as making the contents of the documents accessible to unauthorised person(s), after forwarding of such documents to the Printing Service Provider.

Without prejudice to the above, and to the extent allowed by applicable law, PAP Service Provider's full material liability shall in no event exceed the maximum amount of HUF 100,000.

The Printing Service Provider eventually providing to you the printing services shall be fully liable for the quality of the printing service ordered by you using the Application or the Service. PAP Service Provider shall in no event be held liable in connection with the printing services provided by the Printing Service Provider and for and/or in connection with any act, operation, conduct, approach and/or negligence performed or shown by the Printing Service Provider. Accordingly all complaints related to the printing services provided by the Printing Service Provider are to be filed to the Printing Service Provider.

## **Providing the licence, limitations and copyright principles**

For the purpose of these Terms of Use the following definitions shall apply:

**“Content”** shall mean all featured and presented content, including but not limited to logos, icons, trademarks, texts, graphic texts, graphics, photos, images, movies, sounds, illustrations, music, software (in addition to the Application), opinions, notes, comments, artistic works, references, questions, recommendations, information or other material.

**“PAP Content”** shall mean Content possessed or used by PAP Service Provider or its partners and licence holders, made accessible through the Website, the Service or the Application, including all Content licensed from third parties, but excluding user contents.

**“User”** shall mean any person having access to or using the Service or the Application.

**“User Content”** shall mean content published, uploaded, disseminated, submitted or forwarded by the User for the purpose of making it accessible through the Website, the Service or the Application, with the exception of Printing Content.

**“Collective Content”** shall mean PAP Content and Printing Content collectively.

**“Printing Content”** shall mean content uploaded or submitted, forwarded by the User for the purpose of using printing services through the Website, the Service or the Application.

Under compliance with these Terms of Use, PAP Service Provider shall grant you a limited, non-exclusive, non-transferable licence for the following:

- i. viewing, downloading and printing any PAP Content solely for personal and non-commercial use; and
- ii. viewing any User Content you have access to, solely for personal and non-commercial purposes.

You are not allowed to sublicense any of the licence rights granted herein.

With the exception of the methods of use explicitly authorised in these Terms of Use, it is prohibited to use, copy, adapt, modify, distribute, licence, sell, transfer, present publicly, perform publicly, reproduce, forward, transmit in the form of a data flow, broadcast or otherwise utilise the Website, the Service, the Application or the Collective Content, or create derivative works therefrom. The repeated use of the Collective Content requires obtaining PAP Service Provider’s prior written consent. With the exception of the licences and rights granted expressly in these Terms of Use, no licence or right is granted to you implicitly or by any other way regarding the intellectual property rights possessed or controlled by PAP Service Provider or its licence holders.

### **Licence granted by User**

In our own discretion we may authorise Users to publish, upload, disseminate, submit or forward User Content through the Website, the Service or the Application. User Content shall always be classified as non-confidential, non-proprietary. Accordingly, PAP Service Provider shall obtain a non-exclusive, royalty-free, worldwide right to use, copy and to disclose to third parties all User Content for any purpose whatsoever, through any medium (**“Licence”**).

The above Licence shall not include the Printing Content for which the royalty-free right granted to PAP Service Provider shall only cover the forwarding of such content, through the Service or the Application, to the Printing Service Provider selected by the User for the purpose of using its printing services.

You recognize that PAP Service Provider will only be considered a passive channel used for the purpose of disseminating User Content and Printing Content, and it shall not be held liable

towards you or any other third party for the content or the accuracy of User Content and Printing Content. PAP Service Provider shall not undertake to continuously monitor the User Content and Printing Content published by you, or to mediate between Users and the Printing Service Provider, and neither can PAP Service Provider be obliged to do so. Without prejudice to what has been stated above, you recognize and acknowledge that the notes, opinions, comments, recommendations and other information contained or expressed in the User Content or the Printing Content shall not reflect the views of PAP Service Provider.

You shall bear all responsibility for using the User Content and the Printing Content in any form. You undertake and warrant that all User Content and Printing Content published or forwarded by you is your own original content and not a copy of the work of any third person, not infringing in any other way the intellectual property rights of any third person, not violating any data protection or moral rights, and it does not contain any defamatory or libelling statement. You represent and undertake furthermore to possess the rights necessary for granting the licence specified herein.

You undertake to indemnify at all times PAP Service Provider, its partners and licence holders for any cost, expense, damage, loss and liability for PAP Service Provider or its affiliates, caused by or resulting from the User Contents and Printing Contents submitted or forwarded by you directly by your own hand or through other utilisation of the Website, the Service or the Application.

PAP Service Provider hereby retains the right to block or remove (fully or partly), based on its own discretion, any User Content published or forwarded by you that PAP Service Provider considers to be in breach of these Terms of Use (including materials violating or potentially violating the intellectual property rights, data protection rights or moral rights of third parties), or which is unacceptable for PAP Service Provider for any other reason whatsoever.

You undertake to inform in writing in due time PAP Service Provider on any User Content violating these Terms of Use. You undertake to provide sufficient information to PAP Service Provider to enable it to investigate whether the given User Content is in violation of these Terms of Use. PAP Service Provider undertakes to make reasonable efforts to investigate such complaints and to take action decided on the basis of PAP Service Provider's own discretion. However, PAP Service Provider does not represent and warrant to (fully or partly) block or remove such User Content.

### **Application Licence**

Provided that you comply with the provisions of these Terms of Use, Printing Service Provider shall grant you a limited, non-exclusive and non-transferable right to download and install one copy of the Application to a mobile device owned or controlled by you and to run the respective copy of the Application solely for using it for personal purposes.

### **You undertake not to engage in the activities listed here:**

- i. licencing or sublicensing, selling, reselling, handing over, transferring or distributing the Service or the Application in any way whatsoever, or making thereof accessible by any third person for the purpose of profit-making;
- ii. modifying the Service or the Application, or creating derivative contents based thereon;

- iii. creating Internet “links” leading to the Service, or presenting in a “frame” or “mirroring” any Application on any other server or on a wireless or Internet-based device;
- iv. reverse engineering or accessing the Application for the following purposes:
  - a. designing or creating a competing product or service,
  - b. designing or creating a product having features similar to the ideas, features, functions or graphics of the Service or the Application, or
  - c. copying any idea, feature, function or graphical element of the Service or the Application, or
- v. launching an automated program or script, including but not limited to search robots, web-robots, robots, web ants, web indexing tools, bots, viruses or worms, or any other program capable of sending several server requests per second, or disproportionately burdening or hindering the operation and/or the performance of the Service or the Application.

**You undertake not to engage in the following activities:**

- i. sending messages of spam nature, or being in other respect of repetitive or unsolicited nature, violating the applicable laws;
- ii. sending or storing illegal, obscene, threatening, defamatory or otherwise unlawful materials, including materials harmful to children or infringing the data protection rights of third parties;
- iii. sending or storing materials containing software viruses, worms, Trojans or other harmful computer codes, files, scripts, agents or programs;
- iv. intervention into or hindering the operation of the Website, the Application, the Service and the performance or the smooth operation of the data contained therein; or
- v. attempting to perform unauthorized access to the Website, the Application, the Service or the systems and networks connected thereto.

PAP Service Provider may investigate and litigate to the fullest extent allowed by the law all infringements of the above. In case a procedure is launched against users infringing these Terms of Use, PAP Service Provider may involve and cooperate with the authorities. You hereby recognize that PAP Service Provider cannot be bound to monitor your access to and your using of the Website, the Service, the Application or to the Collective Content, or to review or edit the Collective Content, but at the same time it is entitled to perform the above operations for the purpose of maintaining the operation of the Website, the Application or the Service, securing your compliance with these Terms of Use, or on the basis of the applicable laws or a court ruling or any other official resolution. PAP Service Provider retains the right to remove at any time without prior notice any Collective Content, or to block access thereto, considered by PAP Service Provider, in its own discretion, to be infringing these Terms of Use or being otherwise harmful to the Website, the Service or the Application.

**Copyright principles**

PAP Service Provider respects copyright laws and expects its users to do the same. In accordance with PAP Service Provider’s principles, we shall remove as appropriate the Users or other account holders, who have (repeatedly) infringed or who are presumed to have (repeatedly) infringed the rights of copyright holders.

**Intellectual property rights**

PAP Service Provider (and its licence holders as appropriate) is the sole holder of all rights, titles and interests related to the Website, the Application and the Service, including all related intellectual property rights and all proposals, ideas, development requests, feedbacks, recommendations and other information provided by you or by another person related to the Website, the Application or the Service.

These Terms of Use shall not be considered to be a contract of sale and it does not vest on you any title of ownership related to the Website, the Application or the Services, or to any intellectual property owned by PAP Service Provider. The name and the logo of PAP Service Provider as well as the product names related to the Application and the Service are the trademarks of PAP Service Provider company, its affiliates and of third parties, and you are not entitled to any right or licence whatsoever to use them.

### **Applications from the App Store**

In case of all applications accessed on or downloaded from the Apple App Store website (“**Application from the App Store**”), the following terms shall be applicable to using the application originating from the App Store:

- i. use on products of the Apple brand running iOS (Apple’s proprietary operating system);
- ii. use in accordance with the “Terms of Use” specified in the General Terms and Conditions of the App Store. PAP Service Provider shall retain all rights related to the Application not granted explicitly to you on the basis of these Terms of Use.

### **You recognize and agree that**

- i. these Terms of Use are only effective between you and PAP Service Provider, and not between you and Apple, and that
- ii. PAP Service Provider, not Apple, shall bear sole responsibility for the application originating from the App Store and the contents thereof. Your using of the application originating from the App Store shall be subject to the General Terms and Conditions of the App Store.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the application originating from the App Store.

In the event of any failure of the application originating from the App Store to conform to any applicable warranty, you may notify Apple, and whenever possible Apple will refund the purchase price for the application originating from the App Store to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the application originating from the App Store. Between PAP Service Provider and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be PAP Service Provider’s sole responsibility.

You and PAP Service Provider acknowledge that PAP Service Provider, not Apple, is responsible for addressing any claims filed by you or by any third party relating to the application originating from the App Store or to your possession and use of it, including, but not limited to:



- i. product liability claims;
- ii. any claim that the application originating from the App Store fails to conform to any applicable legal or regulatory requirement; and
- iii. claims arising under consumer protection or similar legislation.

You and PAP Service Provider acknowledge that, in the event of any third party claim that the application originating from the App Store or your possession and use of it infringes that third party's intellectual property rights, PAP Service Provider alone, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by this Contract.

You and PAP Service Provider acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of your licence related to the application originating from the App Store, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights related to your licence as contained in these Terms of Use against you as a third party beneficiary thereof.

Without prejudice to other provisions of these Terms of Use, you must comply with all the contractual terms of the third party when using the application originating from the App Store.

### **Operations by third parties**

In the course of using the Website, the Application and the Service, references may appear from time to time to websites owned or operated by third parties for the purpose of allowing you to contact third parties in order to purchase products and services from them, and to participate in their promotions. Such references make you leave the Website, the Application and the Service, and such places are not controlled by PAP Service Provider.

In the course of using the Website, the Application and the Service, you may contact third party service providers, advertisers and sponsors who present their products/services by way of a reference placed in the Website or in the Application/Service, and you can buy products from them or participate in their promotions. Such references make you leave the Website, the Application and the Service, and such places are not controlled by PAP Service Provider.

The websites found in the references have their own general terms and conditions and data protection policies. PAP Service Provider shall not be held liable and cannot be bound to pay compensation due to the content and the activities of such websites. Therefore visiting such websites will be fully to your own risk.

Please note that these additional websites may send their own cookies to the users and they also may collect data or request personal information, therefore we recommend to check the general terms and conditions and data protection policies before using the relevant websites.

### **Term and termination of the contract**

The Contract between PAP Service Provider and you is concluded for an indefinite period of time.

You may terminate the Contract at any time by permanently deleting the Application installed on your mobile device, this way stopping your use of the Application and the Service. You

can delete your user account at any time by following the instructions found on PAP Service Provider's website.

PAP Service Provider may terminate the Contract with immediate effect at any time (by blocking the use of the Application and the Service) if you:

- a. violate or infringe these Terms of Use, or
- b. do not use the Application or the Service appropriately, as held by PAP Service Provider. PAP Service Provider shall not be bound to send prior notice on terminating the Contract. Upon termination PAP Service Provider shall send a notice thereon in accordance with these Terms of Use.

### **Invalidity of one or more terms**

Should any term of these Terms of Use prove to be invalid, this shall not have an effect on the validity of the remaining terms of these Terms of Use.

Should any provision of these Terms of Use prove to be invalid, or be held unacceptable within reasonable limits in the given circumstances, the parties will agree on a new provision to replace the original one, such new provision being acceptable with account to all applicable circumstances and being compatible with the invalid provision to the greatest extent possible, with due regard to the content and the purpose of these Terms of Use.

### **Modification of the Service and of the Terms of Use**

PAP Service Provider retains the right to amend or replace, on the basis of its sole discretion, any term of these Terms of Use, or to amend, suspend or terminate the Service or the Application (including without limitation the accessibility of specific functions, databases or contents), by posting a notice on the Website or sending you a notice through the Service, the Application or via e-mail. Without prior notice and liability, PAP Service Provider may introduce the restriction of certain functions and services or restrict your access to any part or the whole of the Service.

### **Notification**

PAP Service Provider may notify users in the form of general notices placed in the Service or the Application, or by sending you an electronic mail to the e-mail address in your PAP account information or by sending you a mail to the postal address in your PAP account information.

### **Assignment**

Your rights under these Terms of Use can only be assigned with PAP Service Provider's prior written consent.

### **Representation related to data protection and cookies**

Collection by PAP Service Provider of personal data of Website visitors and Application users will be based on the representation related to data protection and cookies. See the section on data protection.

### **Applicable laws and the settlement of disputes**

With regard to these Terms of Use the laws of Hungary shall be applicable. By accepting these Terms of Use, the parties agree on the exclusive jurisdiction of the Central District Court of Buda (Budai Központi Kerületi Bíróság) regarding any legal dispute, claim or disagreement related to these Terms of Use, and with regard to any question in dispute related to the infringement, termination, execution, interpretation or validity of these terms, or to the use of the Website, the Service or the Application (collectively: **“Issues in dispute”**).

### **Closing provisions**

The Hungarian language version is the only binding text of these Terms of Use. Should there be any discrepancy between the Hungarian language text and any foreign language translation of it, the Hungarian language version shall prevail.