

GENERAL TERMS AND CONDITIONS

Definitions.

AISB: Budapest American International School Foundation (registration number: 5447; registered office: 2094 Nagykovácsi, Nagykovácsi út 12., represented by Lóránt Kibédi Varga, Chairman of the Board)

User: the legal representative of the Pupil who enters a Contract with the Service Provider on behalf of the Pupil as a beneficiary, or an employee of AISB who enters into a Contract with the Service Provider on his/her own behalf.

By accepting present GTC, the User, unless acting on his/her own behalf, declares that he/she is the legal representative of the Pupil, and if the User exercises the legal right of supervision jointly with another person, he/she declares and warrants that he/she acts in the context of the Contract with the consent and express authorisation of the other legal representative when using the Site.

By accepting present GTC on the Website, the User expressly declares that the data provided during the Registration are true and correct and that he/she will not disclose them or any other data used to access the Account to third parties, nor will he/she provide them to third parties. The Service Provider shall not enter a Contract with a person who is not a Legal Representative of the Pupil or who is not an employee of AISB within the scope of these GTC.

Account: the User's password-protected access to the Website, where the Service Provider manages the User's orders and Contracts and where information related to the legal relationship of the Parties is displayed to the User.

The Account is created upon the User's registration and terminated upon the Service Provider's cancellation, which will take place at the time the User's or the Pupil's relationship with AISB is terminated for any reason.

Newsletter: an electronic communication sent by the Service Provider to the User containing a direct marketing offer.

Site: <https://aisb.mezna.hu/>

Registration: an activity carried out by the User on the Website in order to conclude a contract, whereby the User becomes entitled to order a meal and initiate the creation of a Contract by providing his/her own data and, in the case of a Pupil, the Pupil's data.

Contract: A catering relationship between the User and the Service Provider, the beneficiary of which is the Pupil, unless the User is an AISB employee who orders meals for himself/herself.

The Contract shall be deemed to be a written contract.

The Service Provider does not apply a code of conduct but declares that it will comply with all the requirements expected by AISB at all times and will apply the rules and regulations prescribed by AISB at all times.

The language of the Contract shall in all cases be Hungarian.

Service Provider: Mezna For You Limited Liability Company (seat: 1132 Budapest, Kresz Géza utca 37. a. building. 3. floor. 14.; Cg. 01-09-327690 (Metropolitan Court of Budapest); represented by Zsófia Bajor-Laluk and Zsófia Nábelek - both acting individually)

Pupil: the person having a pre-school placement or educational relationship with AISB, who is the beneficiary of the Contract and in whose name and on whose behalf the User acts.

Preamble.

The provisions of present GTC constitute the underlying rules of the Contracts, with the specific data content of the Contracts being reflected in the Account.

The User expressly accepts these GTCs by clicking on the "Submit" icon when entering a contract on the Website. Without acceptance, the Service Provider cannot conclude a Contract with the User.

The Service Provider shall be entitled to unilaterally amend these GTC at any time but shall inform the User thereof.

Conclusion of the Contract.

In the Account, the User can select the meals to be ordered by ticking the checkbox in the bottom right-hand corner of the "Menu" menu, daily.

The User can order meals for the period for which the Service Provider publishes a menu and allows the order to be placed.

The User's order may be placed for the following working day at the earliest, provided that the User places his order before 9:00 a.m. on the working day preceding the working day concerned; after 9:00 a.m., the User may order meals for the school day following the working day on which the order is placed at the earliest.

If all the meals to be ordered for the displayed period have been selected, the User can select additional periods from the drop-down list above the menu, for which he can also place a meal order as described above.

When placing an order on the Website, the total gross value of the meals will be continuously displayed to the User.

If the User has selected all the meals to be ordered, after clicking on the "Continue" icon, the Service Provider will display the selected meals in aggregate for the User to check.

If the displayed summary is in accordance with the User's wishes, the User can place an order for the displayed meals by clicking on the "Submit" icon, subject to payment.

Before clicking on the "Submit" icon, the User may modify the meals he wishes to order at any time.

By clicking on the "Submit" icon, the User expressly accepts present GTC and the Privacy Policy of the Service Provider and all the provisions contained in these documents.

After placing the order, the User pays with the payment options offered by the Service Provider; the payment methods solely determined by the Service Provider.

The receipt and acceptance of the order by the Service Provider shall be confirmed by a separate electronic message sent by the Service Provider to the User; the Contract between the Parties shall be deemed to have been concluded at the moment when the Service Provider sends a confirmation to the User at the electronic mail address provided by the User.

The Parties' Contracts and their status are permanently available in the Account under the "Orders" menu.

The invoices and their status for each Contract are permanently available in the Account under the "Invoices" menu item, and the Service Provider will send them to the User electronically once, with the invoice being in the name of the person whose details the User has provided in the Account for billing.

Unpaid invoices can be settled by the payment methods provided by the Service Provider after ticking the checkbox next to the invoice concerned.

The User acknowledges that the following personal data stored by the Service Provider in the user database of the Website will be transferred to OTP Mobil Kft. as data processor. The following data are transmitted by the data processor: name, email address, billing address (city, address, postal code, street number), selected items. The nature and purpose of the data processing activities performed by the data processor can be found in the SimplePay Data Processing Notice at the following link: <https://simplepay.hu/vasarlo-aff>

Fulfilment of the Contract.

The Contract shall be performed by the Service Provider on a continuous basis, in accordance with the relevant orders, with the distribution and serving times of each meal being determined by the AISB at any given time.

The place of performance shall be the AISB building and the premises of the building in which the AISB decides to serve the meals to the Pupil concerned, unless otherwise directed by the AISB to the Provider.

The Service Provider shall perform the Contract for the Pupil, unless the User is an employee of AISB, in which case the Service Provider shall perform directly for the User.

During performance, the Service Provider is entitled to make modifications to the meals in the unexpected event that an ingredient of the meal ordered is not available or the kitchen technology required for its preparation is temporarily unavailable. In such a case, the modified meal shall have the same allergen and dietary characteristics as the meal contracted for.

In the course of performance, the User shall not be entitled to claim a defect in performance on the grounds that the meal concerned does not meet the Pupil's taste, nor shall the User be entitled to claim against the Service Provider on the grounds that the Service Provider deviates from the terms and conditions set out in present GTCs on the basis of an instruction from the AISB.

Termination of the Contract.

The Contract shall terminate on the last day of the period covered by the order.

Furthermore, the User may cancel (terminate) the relevant order for which a Contract has already been concluded between the Parties by 9:00 a.m. of the school day preceding the meal concerned at the latest, under the "Cancellation" menu item in the Account; in such case, the cancellation shall terminate the Parties' Contract in respect of the meal concerned in part or, in the absence of a further meal ordered, in full, provided that the Service Provider sends the User an e-mail confirming the cancellation.

Cancellation may only be communicated for a full day's meals; the User may not cancel separate daily items.

In the event of cancellation, the Service Provider shall not refund the User, but shall show the value of the cancelled item as an overpayment, for which the User may place a new order and in such case the charge shall be settled by offsetting. If the User insists on a refund, the refund can be initiated by contacting the service provider indicated below.

The Service Provider shall be entitled to terminate the Contract only and exclusively if its performance is prevented for any reason by its legal relationship with AISB or if its performance is prevented by circumstances not known at the time of publication of these GTC.

Miscellaneous provisions.

The Service Provider informs the User that it does not provide technical or administrative assistance for the conclusion of the contract.

The Service Provider informs the User that the time of placing orders, conclusion of the Contract and cancellations shall be the time of the Service Provider's server, with the understanding that the times specified in these GTC are CEST, UTC +2 time zone.

The Service Provider informs the User that any attacks, IT disruptions or other similar events affecting the system used by the User to create the Contract will never be at the expense of the Service Provider, nor will any unauthorised use of access data.

Nor shall the Service Provider be held liable if the Site is unavailable for reasons beyond its control.

The contents of the menu and the menu items are always determined and compiled by the Service Provider. The Service Provider informs the User that the content of the menu or the menu shall not be modified by the User or at the User's initiative.

The Service Provider informs the User that the allergenic materials displayed on the menu are for information purposes only and are not linked to any information provided or not provided by the User in relation to the Pupil, so the User is responsible for the selection of the ordered meal.

The Service Provider also informs the User that it does not provide any dietary or special meals other than vegetarian menus, irrespective of the fact that the allergenic substances are indicated on the menu in the system established by the Service Provider.

The User and the Pupil shall be entitled to claim against the Provider only and exclusively up to the maximum amount of the fee already paid for the period covered by the claim, in connection with the Contract, for any reason whatsoever.

The User may use the Website only at his own risk.

The Service Provider shall not be liable for any damages or inconveniences suffered by the User during the use of the Site, which are the result of the User's failure to exercise due care in the use of the Site.

The Service Provider's Privacy Policy is continuously available on the Website.

All Users are obliged to refrain from any activity that hinders the proper use of the Website or infringes the interests of other Users or endangers them.

The Service Provider shall provide the following e-mail address for complaints regarding the Contracts.

aisb@mezna.hu

The Service Provider informs the User that the Contract shall be governed by the rules of Hungarian law, both in terms of substantive and procedural law.

Budapest, 01 August 2022.

**Mezna For You Llc.
Service Provider**