

GENERAL TERMS OF CONTRACT

– TMRW SERVICES –

- ISSUE NO. 2 -

I. Introductory regulations

1. The present general contractual and utilization terms and conditions (hereinafter: „GTC”) include the conditions of the following services operated by TMRW Alkalmazások Korlátolt Felelősségű Társaság (TMRW Applications Limited Liability Company)

Name:	TMRW Alkalmazások Korlátolt Felelősségű Társaság (TMRW Applications Limited Liability Company)
Abbreviated company name:	TMRW Kft.
The company's abbreviated name in foreign language	TMRW Ltd.
Company registration number:	Cg. 01-09-294779
Registered office:	Hungary, 1077 Budapest, Wesselényi utca 28.
VAT number:	25892295-2-42.
EU VAT number:	HU25892295
Statistical number:	25892295-5829-113-01
Bank account:	10701087-70150621-50000005 10701087-70150621-51100005i
Account holding bank:	CIB BANK Zrt.
Email:	info@tmrw.life

as service provider (hereinafter: „Service Provider”) available on the website at domain address <http://tmrw-hotels.life> operated by Service Provider (hereinafter: „TMRW Homepage”) and at the mobile application available under names TMRW Hotels, TMRW Hostels, TMRW Apartments, TMRW Offices (hereinafter: „TMRW Application”), covering services related to the information society and available online as well as the accommodation and hotel partners in contractual relationship with Service Provider (hereinafter: „Partner” or „Partners”) making use of the accommodation services/related services (hereinafter the foregoing jointly referred to: „Service” or „Services”) as well as the conditions of the contracts concluded in the subject of the Services.

2. The GTC is part of the contracts to be concluded with all Service Providers falling under the effect of it.
3. The present GTC covers the policies concerning the rights and/or obligations of the User accepted by the Service Provider and/or the other guest specified by the User in the booking thus specifically but not exclusively
- Service Provider's Data Protection and Data Security policy
 - the general contractual terms and conditions of the Partners and their data protection policies.

If the provisions of the policies and the GTC violate or contradict each other the contents of the present GTC shall be governing.

II. The scope of the GTC

1. The scope of the present GTC covers all legal relations established by using Service Provider's TMRW Homepage and TMRW Application; it specifies the rights and obligations of the parties as well as the circumstances in connection with using the other services, respectively.
2. The present GTC covers all Users. The provisions of the present GTC oblige and authorize the Service Provider, the Partners and the Users, all of their representatives, legal successors or assignees.
3. The present GTC is effective from the 10th day of June, 2018 and remains in force until withdrawal. The GTC concerns legal relations of the service established before the GTC has come into force in the manner that the Users accept the provisions of the present GTC simultaneously with ordering and extending individual services.
4. Service Provider is entitled to unilaterally amend the GTC by the prior notification of the Users affected by the amendment. For new Users of the Service the amended GTC becomes effective on the day it is communicated.

III. Definitions:

„Service Provider”	The legal entity specified in clause I.1 of the present General Terms and Conditions of the Contract, who is the operator of the TMRW Homepage and TMRW Application.
„GTC”	Service Provider's General Terms and Conditions that can be read both on the Website and in the TMRW Application.
„TMRW Homepage”	Service Provider's official website on which he shows the Service and makes it popular, by which the Services falling under the effect of the GTC can be used. Domain address: http://tmrw-hotels.life The booking page and its subpages are part of the TMRW Home Page available at the domain address https://booking.tmrw-hotels.life .
„TMRW Application”	Service Provider's mobile application that operates exclusively through active online connection on Android and iOS platforms having version number published on the TMRW Homepage, and the desktop website accessible through web interface, that make possible for the users of smart devices – Android and iOS based mobile phones and tablets – and the desktop users of the web interface to use all functions of the TMRW Homepage in an easy manner without the use of internet browsers.

„Personal data”	Data and knowledge specified in Section 3 clause 2 of Act CXII of year 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter: Info Act).
„Trade Secret”	All facts, information, solution or data connected to the business activities of Service Provider which, when disclosed, acquired or used by unauthorized persons would violate or endanger the lawful financial, economic or market interests of the entitled party – not including the Hungarian State – and the entitled party has taken the necessary actions for keeping them secret.
„Partners”	Contracted partners of the Service Provider, providing accommodation, hotels, hostels and apartments according to the concept laid down in act CLXIV of year 2005, Section 2 Clause 23 and in VM decree No. 62/2011. (VI. 30.) on the food safety conditions of the production and distribution of catering products that actually perform the above services in the frame of and according to the conditions of the present GTC – adequate to the reservation or order of the User and/or the guest indicated by the User, through its System – and in accordance with Service Provider’s instructions (the place and performing entity of providing accommodation services and other related services). Based on the agreement concluded with the Service Provider the Partners have accepted the conditions of the present GTC and authorized Service Provider to conclude contract for using the Service according the present GTC in the name and on behalf of them acting with full authority as well as to take/accept additional orders and Specific Orders. The list of the Partners, their contact details and the relevant policies in force are directly available both on the TMRW Homepage and through the TMRW Application.
“Service”	Collectively the services of the TMRW Homepage and the TMRW Application, including the accommodation booking system also (hereinafter: System) as well as the services of the Partners reserved, ordered and used through the TMRW Homepage and/or the TMRW Application.
„Specific order”	All services, product purchases, requisition of authorization reserved by the User and/or the guest specified in his booking, that can be applied for in the frame of the ordered Service, including all operating mechanisms of the place of accommodation/hotel affected by the booking and ordering that can be assigned to the guests of „smart hotels” – e.g. entry into certain rooms, wakeup call, ordering meals etc. – Specific Orders are approved by the Service Provider – in case of certain partial services the Partner may exclude this. After the approval the System gives electronic (system) instruction to the system of the place of accommodation/hotel affected by the booking and order, to execute the Specific order.
„Countervalue of the Service”	The aggregate of the prices, fees and costs incurred in connection with the Service increased by the aggregate of all taxes, duties and claims, fees and public dues collectable as taxes related to the previous prices, fees and costs of the place of accommodation or hotel affected by the booking or order – thus particularly the prevailing value added tax and tourism tax.
„Partner’s services”	A concept specified in Section 2 clause 23 of Act CLXIV of year 2005 on trade. The places of accommodation, hotels and "smart hotels" operated by the Partners, that work in an automated manner in accordance with electronic instructions (operating commands) corresponding to the Specific accepted-approved orders received by Service Provider’s System placed on the TMRW Homepage and the TMRW Application.
„System”	The Services offered by the Partners appear with the help of Service Provider’s accommodation booking system (hereinafter: System) and are accessible so that they can be booked and used by the User with conditions that can be modified in the System within a set scope.
„User”	The visitor of the TMRW Homepage, the user of the TMRW Application and everyone making use of any services of the Service Provider and the Partner is considered as User. If the User starts using any component of the Service, he accepts the conditions of the present GTC.
„Guest”	Any User or other person specified by the User who actually uses the Services set out in Government Decree 239/2009. (X. 20.) on the detailed conditions of carrying out commercial accommodation services provision and the order of issuing accommodation operating licence. User is responsible for the persons specified by him as if he was proceeding in the matter.
„Other platforms”	Platforms in addition to the TMRW Homepage and the TMRW Application on which the related offer can appear in connection with Services falling under the scope of the GTC.

IV. General provisions

1. Service Provider is entitled to modify the GTC at any time. The modified content replaces the previous GTC on the TMRW Homepage and TMRW Application. Service Provider indicates the modification of the GTC by showing the issue number under the title of the GTC. After the modification the User accepts the modification of the GTC by using any of the Services or part of the Services. All information related to the operation of the TMRW Homepage, the TMRW Application and their services as well as other documents that can be linked from the present GTC form part of the GTC and are mandatory for all Users and guests.
2. The Service Provider retains all rights with respect to the TMRW Homepage and the TMRW Application, any part of them and the contents that appear there, as well as to the distribution of the TMRW Application.
3. It is forbidden to download – not including the contents expressly intended for downloading –, electronically store, process and sell the contents or any part of them appearing on the TMRW Homepage and in the TMRW Application without the written consent of Service Provider. Taking over any material from the TMRW Homepage, TMRW Application and their databases is permitted only by referring to the TMRW Homepage and/or TMRW Application, even in case of written consent.

4. Service Provider retains the right to modify the contents of the TMRW Homepage and the TMRW Application at any time, or to terminate the accessibility by observing the contents of the present GTC.
5. Service Provider does not guarantee 100% access to the TMRW Homepage and the TMRW Application. Service Provider excludes the responsibility for damages caused by access difficulties due to mistakes not attributable to the Service Provider – *for example for technical breakdown or stoppage occurred in the Internet network, technical shutdown for any reason, break, destructive applications or programs inserted by third parties (e.g. viruses, malware, macros or hacker activities)* – and for damages arising from incidental breakdowns exceeding the 95% availability undertaking (on annual average) of Service Provider for the booking time.
6. Service Provider retains the right to restrict or disable the contents and the offers, in part or in whole, for all Users or for a group of Users.
7. Service Provider retains the right to record all telephonic or other voice based (and image based) contacts thus in particular complaints, following the forewarning of the announcer, on sound recording; furthermore to take a protocol on it. Complaints and the response to them must be preserved by the Service Provider for five (5) years.
8. The communal areas of the places of accommodation and hotels operated by the Partners are equipped with security cameras for property and accident prevention reasons. By entering the place of accommodation the User and/or the other guest specified in User's booking provides his/her consent to take recording of him/her. The Partners store the recordings for one (1) month whereupon it will be automatically deleted.
9. Different programs may be organized in the premises of the Partners in order to entertain guests. Partner and/or the employee of the Service Provider (or a venture commissioned with this task) may take photo and video recordings for marketing and promotion purposes. The guest appearing on the event acknowledges and expressly agrees that the recording made of him/her may be published in publications and different advertising spaces. The Partner and/or the Service Provider publishes these recordings – by taking into account the aspects of expectations connected to data protection and personality rights – in such a way that the person concerned is not unambiguously recognizable and identifiable. For publishing in ways other than the above may take place in case of prior consent of the person concerned.
10. For better serving the Users Service Provider is entitled to collect anonymised data concerning the consumption habits of the User and/or the other guest specified in his booking.
11. In addition Service Provider is entitled to upload scores into the System according to the conditions laid down in the Data Protection Policy – *with the user's approval* – using the aspects described in the policy, concerning the User, by the Partners concerned with the closed bookings, based on the information related to the given booking, consumption and use of Services, that automatically evaluates the User. User may inspect his/her scores received and the evaluation of these scores on the dedicated interface of the TMRW Homepage and TMRW Application at any time, may make remarks, may make a complaint, which will be examined by the Service Provider involving the given Partner and will fully inform User about the results of the examination and the necessary actions without delay, but latest within thirty (30) days counted from the receipt of the claim.
In accordance with the evaluation User may receive discounts, exclusive offers, take part in campaigns and promotion – the conditions of making use of them are separately laid down on the TMRW Homepage and TMRW Application by the Service Provider or by specific offers by the Partner affected. In case of collecting specified negative evaluations Service Provider is entitled to exclude User and cancel him/her from the TMRW System, TMRW Homepage and TMRW Application, following the informative procedure according to the Privacy Policy and in case of additional scores.

V. Registration

1. The Services may be used by registered Users and/or by the other guest specified in his/her booking. The use of the Services is subject to registration. Besides providing the data requested by Service Provider (email and personal access code) User must accept – simultaneously with the registration – the present GTC and Service Provider's Data Protection Policy on the registration interface of the TMRW Homepage or the TMRW Application. It is a precondition of a valid registration that the User is more than 18 years old; this can be declared on the registration interface of the TMRW Homepage or TMRW Application.
2. Service Provider confirms User's registration by email. Service Provider stores the impression of the password provided by User – which password may be modified by him/her at any time later on – that is only suitable to verify the accuracy of the password but the password itself cannot be restored from it.
3. The strict protection of the user information both on the TMRW Homepage and on the TMRW Application is ensured, as laid down in Service Provider's prevailing Data Protection Policy in force.

VI. Booking, contracts

1. User submits the Booking and order for Services to Service Provider on the TMRW Homepage and/or TMRW Application so User, as the guest of the Partner affected by the given booking-order will be the contractual Partner. Accordingly Service Provider and User, as well as Partner collectively become contractual parties if the stipulations are met on the condition that Service Provider acts with full authority everywhere on behalf and in lieu of Partner in relation to the Service except if the nature of the given service does not allow this representation or if the relevant legal regulation or the present GTC expressly submits it to the scope of the given Partner's legal procedures and obligations.
2. After the registration is completed but latest when booking is made User must provide additional data to Service Provider (see point 5.3 of the Data Protection Policy). In the absence of these no additional Service may be used.
3. User may use the TMRW Homepage and/or the TMRW Application by observing the relevant rules; he/she may ask for an offer (on the booking interface) or initiate booking. User has to provide the data (e.g. the date of staying there, contact data) accurately so that the processing of the booking is seamless.

4. The relevant policies of the places of accommodation and hotel of the Partner concerned and specifically the general terms and conditions of the contract are accessible – separately for each offer – both on the booking interface of the TMRW Homepage and on the TMRW Application. The precondition of the validity of any booking or order is that User accepts the above policies with the deviations laid down in the GTC as mandatory; by doing so these policies (with the deviations laid down in the present GTC) become also effective upon User and/or the other guest specified in User’s booking in case of booking or order to the extent of the booking or order.
5. Maximum five (5) rooms can be booked. If more rooms are required these cannot be divided into several bookings containing five (5) rooms each. On the TMRW Homepage and the TMRW Application the enquiry menu item is available for the User if he has special requirements concerning the room in case of organizing fairs, conferences and events or in case of collective booking (5 i.e. five or more rooms). Service Provider is entitled to conclude this contract (these contracts) satisfying special user requirements as special agreement(s) containing provisions different than laid down in the GTC if the Partner concerned has not excluded that beforehand.
6. In case of enquiries Service Provider is entitled to get in touch with User for enquiries not yet answered through other available information by SMS (text message) or any other means suitable to maintain relations recorded during registration.
7. The TMRW Homepage and the TMRW Application uses a synchronised real-time booking system (System). User may send booking for the vacant places indicated in the real-time booking system used by Service Provider in which case the booking is automatically accepted in the form of a response message. By the response message the contract between the User, the Service Provider and the Partner affected is concluded but the accommodation is reserved at the moment of booking irrespective of the time when the message arrives to User.
8. The language of the contracts between the Parties is Hungarian or English. In case of different interpretation the text in Hungarian language shall be governing.
9. Contracts established through booking are considered as written contracts on the condition that Service Provider does not file them and does not make them available in hard copy later on either except if the paper-based accessibility is mandatory according to the rules of the seat of the Partner affected in which case Partner is obliged to issue the contract on request in printed form with appropriate authentication. At the same time User’s contract/order can be retroactively inspected on the TMRW Homepage. The language of concluding the contract and communication is Hungarian or English. For contracts concluded by the operation and use of the TMRW Homepage and/or TMRW Application between the Service Provider, User and Partner the legal regulations in force of the country of Partner’s company seat shall be governing – regardless of the language of the TMRW Homepage and the TMRW application – on the condition that collision norms shall not be applied and the jurisdiction according to the prevailing company seat of Partner is stipulated.
10. It is prohibited to further sell the booked or ordered accommodation and Services. By this specifically the further sales of the Service to third parties at a higher price shall be understood. Service Provider expressly retains the right to exclude Users from the services of the TMRW Homepage and the TMRW Application who violate the rule above. In such cases Service Provider is also entitled to cancel the booking. User shall be obliged to pay the cancellation fee and to reimburse for all losses, respectively, that have occurred at the Service Provider or Partner.
11. Depending on the type of the booking the latest time when the User may check in as a guest varies. In the course of the booking process several booking possibilities appear and the User makes his/her choice based on them. If the type of the booking stipulates a time limit for checking in the booking is cancelled if the User and/or the other guest specified in his/her booking arrives late. User may not claim the ordered Service after this time.

VII. Rates applied by the Service Provider

1. The room rates and the fees of all available services can be seen on the TMRW Homepage and the TMRW Application in a separate menu item and can be viewed also connected to the selected items when the User records his/her booking.
2. Based on the information received from the Partners Service Provider is entitled to change the prices shown on the TMRW Homepage and the TMRW Application without prior notice and without restrictions at any time, naturally on the condition that this does not apply to rates/prices that have already been quoted in the quotation issued to the contracted User. Service Provider may apply the present clause in the contracts concluded with its Partners according to these contracts.
3. Partners’ room rates indicated by Service Provider include the price of the room and the value added tax for one night or for the period of the required booking or order. Service Provider is obliged to separately indicate tourism or local taxes and other fees, service fees, and the price of breakfast or other meals. Partners retain the right to pass on the additional burdens without preliminary notification to the contracted User in case of changes of the law. The present clause shall apply also for Specific orders.
4. Service Provider is entitled to specify rates/prices in the home foreign exchange of Partner and also in any convertible currency.
5. Service Provider undertakes to publish its Partners’ current accommodation and hotel room rates, current campaigns, discounts and other proposals on the TMRW Homepage and TMRW Application.
6. The Partners ensure the gratuitous access to the TMRW Homepage and the TMRW Application at the places of accommodation and hotels operated by them through internal wireless (Wi-Fi) internet access. Partners are entitled to charge separate fee for the use of Wi-Fi exceeding the above.

VIII. Discounts:

1. Partners may give discounts for those Users who arrive with a child. The rate of the discount in the current season is shown by Service Provider on the TMRW Homepage and the TMRW Application under the menu item of special discounts.
2. Service Provider indicates on the TMRW Homepage and TMRW Application if the given place of accommodation or Service is only at the disposal of adults.

IX. Payment method and warranty

1. Payment shall be performed towards the Partners in every case through the TMRW Homepage and the TMRW Application in accordance with the information laid down in the confirmation of the given booking – that may include the electronic invoice of the given Partner also – and in accordance with the conditions described in the clauses below. Other payment method than described in the present clause may be possible exclusively based on the combined preliminary permit and information of the given Partner and Service Provider.
2. All disbursements and financial transactions towards the Partners connected to the Service are carried out through Service Provider's TMRW Homepage and TMRW Application who are entitled to commission accredited third party financial enterprise(s) – specifically Braintree, PayPal or Wirecard – providing electronic payment services (hereinafter: Financial Enterprise or Financial Enterprises) in order to facilitate and accomplish these operations. Accordingly, all disbursements and financial operation(s) is (are) performed by the Financial Enterprise(s) and Service Provider does not undertake financial responsibility with regard to that and may not be held liable in this respect.
3. At the time of payment the TMRW Homepage and the TMRW Application redirects User to the site of the Financial Enterprise and to the appropriate electronic interface, based on which two types of payment methods are possible depending on the fact whether User has registered previously with the Financial Enterprise and possesses an account or not:
 - a) If the User has an account with the Financial Enterprise the consideration of the service affected by the booking, ordering or specific order is directly deducted from User's balance with User's approval of the given operation.
 - b) If the User has not registered with the Financial Enterprise it is possible to pay with bank card in the course of which the User launches the payment of the consideration of the service affected by the booking, ordering and specific order by providing the number of the bank card, its expiration and the three-digit number on the backside of the card.

The payment settled for and on behalf of the Partners and transferred to the Partners forms the consideration for the Service which cannot be reclaimed from the Service Provider and is considered as finally settled for the Service or part of it.

4. In case of paying the consideration for the Service in any way the Partners are responsible at all times to collect and pay the taxes, fees and costs of the given services and all claims, fees, public debts collectable as taxes; Service Provider may not be held responsible within this scope.
5. Service Provider shall display the total amount of the services ordered at the time of booking, calculated to the entirety of staying at the place of accommodation – in detail, according to clause VII. 3 – on the booking interfaces of the TMRW Homepage and the TMRW Application as well as in the confirmation message sent by Service Provider to the User.
6. Partners are entitled to ask for warranty from User for settling the consideration for extra services used by User as a guest, arising from local consumption over and above the services ordered at the time of booking. Partners shall accept so-called credit card warranty or advance service fee depending on the type of booking made as the user's warranty above. The credit card warranty is an advance fee, specified depending on the duration of stay, blocked on the credit card until the User and/or the other guest specified in the booking leaves. The advance fee for the Service can be paid by bank transfer, as condition of „check in”, to the current account indicated by the Partner and shown in Service Provider's message regarding the booking confirmation by the deadline specified therein on the condition that the payment of the advance fee is considered as performed within the deadline if the transfer is credited on the current account within the deadline. The unused amount is paid back to User when he/she leaves, to the bank account indicated during registration or booking.

The non-payment of the advance fee does not exempt User from paying the fee of ordinary cancellation and from paying the due cancellation fee.
7. After booking Partner is entitled to the entire amount of the consideration for the Service. Partners retain the right to deduct the entire consideration amount of the Service from User's account following booking or ordering or to debit his/her payment instrument (e.g. credit card).
8. In addition to the above Partner debits the unpaid costs of services used by User and/or the other guest specified in User's booking to User's room bill if it was not paid immediately. Room bill(s) affected by booking, ordering or Specific orders is (are) accounted for using Service Provider's System (after checkout) in the final invoice made out by the affected Partner which could include a certificate of solvency or credit entry.
9. User is entitled and obliged to settle the consideration for the Service in euro (EUR) and/or any currency that was announced for acceptance by Service Provider on the TMRW Homepage or the TMRW Application. In the event that the payment of the consideration for the Service is not made – partially or in whole – from an euro foreign currency bank account the conversion takes place on the relevant foreign currency medium exchange rate published by the European Central Bank valid on the day preceding the day when the given invoice was made out. Conversion may involve additional cost about which and among further relevant conditions Service Provider ensures that the TMRW Homepage and the TMRW Application provides trustworthy information. Invoicing forwarded through Service Provider is carried out by the Partners with respect to which the time of the seat of the Partner or the local time of its place of accommodation or hotel affected by the booking or ordering shall be governing for all times and deadlines.
10. Service Provider and its Partners may charge costs related to the use of means of payment other than cash to the User at their discretion. Service Provider undertakes to provide updated and detailed information to the data of the booking in real time on the TMRW Homepage and the TMRW Application about the costs that can be charged while setting up the parameters of User's current booking. The cost charged may not exceed 5% of the amount payable.
11. Service Provider retains the right that certain booking categories and services specified on the TMRW Homepage and the TMRW Application may exclusively be made use of if the User provides in advance the data of the credit card that could be used as warranty for the Partner to debit any cancellation fee or damage to that card. If the data of the credit card become invalid after these have been verified or the card may not be debited Service Provider and/or Partner may cancel the reservation or order.

12. Partners and Service Provider retain the right that the consideration for the services used is invoiced to the User electronically, in accordance with the data provided in the course of the registration process, with the details as in clause VII.3. The time of invoicing and its uniformity/breakdown may be different for certain booking categories and depends also on the character of the separately used services regarding which Service Provider provides information in its message confirming the current booking based on the information provided by the Partners.

X. Modifications, cancellations

1. Depending on the conditions stipulated by Service Provider User is obliged to pay the consideration (or part of it) for the Service after booking has taken place, if he/she does not cancel the booking in time or does not make use of the accommodation and has not cancelled the booking or order beforehand. The detailed conditions of cancellation are determined by Partner and the type of the reservation that are available at the Partner.
2. All modifications and cancellations must be made on the booking interface of the TMRW Homepage or TMRW Application. Both in case of modification and cancellation Service Provider sends a confirmation message for information purposes. The time of receipt of the modification and cancellation by the Service Provider determines whether the modification or the cancellation was timely on the condition that for the accurate determination of this time the local time at the place of accommodation or hotel of the given Partner affected by the booking shall be governing.
3. Cancellation is confirmed if the cancellation has taken place in time and according to the conditions to be applied. Depending on the type of booking User must pay cancellation fee.
4. Modification and cancellation is possible within the cancellation time specified in the applicable booking conditions. However, Service Provider – acting for and on behalf of the given Partner with full authority – may lay a claim for compensation in case of certain modifications e.g. when the period of stay in the place of accommodation or hotel is shorter. In case of certain booking types Service Provider is entitled to exclude the option of gratuitous cancellation specifically for bookings made in accordance with special offers, in case of special services or dates or if the booking was made with a short notice (within 2 days from arrival).
5. Service Provider retains the right that in case of cancellation beyond two (2) days counted from the date before the arrival of User and/or the other guest specified in his/her booking the refunding of the already paid deposit is excluded for certain booking types but modification of the date is always possible. The refunding of the already paid deposit by Service Provider – *if such is connected to the given booking* – is excluded without exception if cancellation takes place within 2 days counted from the arrival. Modification of the time may only take place in „justified” cases and upon the specific decision of the Partner affected!
6. In order to prevent abuse and to avoid that Service Provider and its Partners are burdened with false bookings or bookings representing security risk, Service Provider retains the right to cancel the booking in specific cases if the User cannot be contacted through the contact details provided or if it happened frequently – in at least two (2) occasions previously during the period of two (2) years – that the User cancelled the booking or did not appear, or the sanction(s) as per clause XI.9 has (have) already been applied, or if User does not provide his/her credit card number – *if this condition is stipulated for the given booking* – as security.
7. Partners themselves determine the conditions of cancelling specific orders with the remark that if the performance has commenced cancellation is not possible any more.

XI. Method and conditions of using the service:

1. User and/or the other guest specified in his/her booking can use the Service ordered – following the approving message of the Service Provider confirming the booking – by the proper use of the user interfaces of the TMRW Homepage and the TMRW Application, in a completely automated way – e.g. by pressing the menu button in the TMRW Application „open the door of the room” till the electronic lock is closed and/or is released for a specified period. Where this is not possible or the character of the service does not make it possible – e.g. locally requesting wakeup call – Specific services may be selected and used in the menu „Ordering specific services” of the user interface of the TMRW Homepage or the TMRW Application, according to the parameters set by the User. Service Provider confirms on all occasions that the Specific service was registered and the incidental extra charges by email or by another method offered – according to User’s choice – and the special code number required for the use of the Service for an ad hoc or specific period, depending on the character of the order – e.g. sauna entry code.
2. Service Provider and in exceptional cases and when justified Partner retains the right to specify the limitations of the services that are listed under Specific orders, which Specific orders can be set by User.
3. User and/or the other guest specified by User’s reservation can check in into the room(s) ordered and confirmed by Service Provider from the hour specified by Partner on the day of arrival and is obliged to leave – check out – on the last day of stay by the hour specified by Partner; the relevant information is included in Service Provider’s message confirming the booking.
4. ‘Check in’ and ‘Check out’ takes exclusively place using the TMRW Application or by using the tablet or other smart device placed in the lobby of the place of accommodation or hotel affected by the booking or order – User and/or the other guest specified in his/her booking enters the previously installed TMRW Application on the device using the necessary registration data.
5. For closing ‘Check in’ and ‘Check out’ Service Provider sends a short confirmation SMS (text message) email that may include an electronic invoice, depending on the type of the booking. By completing ‘Check in’ the user rights concerning the current booking in the area of the accommodation affected by the booking or order are activated, which exist till the closure of the ‘Check out’. Service Provider retains the right to inactivate user rights and access if ‘Check out’ has not taken place by the end of the booking period.

6. The local time according to Partner's place of accommodation and hotel affected by the booking is governing for the deadline of 'Check in' and 'Check out'.
7. In the event that User and/or the other guest specified in his/her booking intends to occupy the room(s) affected by the booking or order in the 48-hour period preceding the time of Check in, a confirmation is sent in the "Check in – Check out" menu item of the user interface of the TMRW Homepage and the TMRW Application that the room(s) affected by the booking are vacant, or whether the tidying up was completed after the previous guest has left. If the System gives a „vacant" or „cleaned" indication for the room(s) affected the room(s) can be freely occupied. Otherwise Service Provider's booking system gives automatic feedback on the TMRW Homepage and the TMRW Application on the possibility of checking in earlier – against surcharge to be borne by User and depending on the available capacity – unless the given Partner excludes this option. The intention to check in and occupy the room before the 48-hour period specified in the present clause is considered as modification by the user of the booking or order and shall be treated accordingly.
8. User and/or the other guest specified in his/her booking may take domestic animal into the place of accommodation or hotel affected by the booking or order according to the conditions of the given Partner; this may involve extra charge. In such cases the exact conditions can be viewed on the booking interface of the TMRW Homepage and the TMRW Application before completing the booking separately for each offer. User is liable for damages caused by the domestic animal.
9. Service Provider is entitled to terminate the Service contract with immediate effect or to refuse the provision of the service if:
 - a) User and/or the other guest specified in his/her booking does not use the room(s) put at his/her disposal or the services provided by the Partner and/or use the rooms supporting them according to the intended purpose;
 - b) User and/or the other guest specified in his/her booking disturbs the rules of the place of accommodation or hotel affected by the booking or order and does not discontinue the disturbing behaviour in spite of the warning of Service Provider or Partner;
 - c) User and/or the other guest specified in his/her booking does not observe the security policy of the place of accommodation or hotel affected by the booking or order – e.g. smokes in prohibited area and does not stop it in spite of Service Provider's or Partner's warning;
 - d) User and/or the other guest specified in his/her booking behaves in an objectionable, rough way with the employees or guests of Partner, is under the influence of alcohol or drugs, or behaves in a threatening, offensive or other unacceptable way;
 - e) User and/or the other guest specified in his/her booking suffers from infectious or other disease that disturbs the restfulness of the other guests; Incontinent guest or other guest who is unable to provide for his/her own needs may not use the Service without permanent supervision;
 - f) User does not perform his/her payment guarantee obligation required by Service Provider by the time specified by Service Provider;
 - g) In case of any additional behaviour of User and/or the other guest specified in his/her booking in a way that can be considered as serious and/or multiple breach of the present GTC and/or the relevant policies of the Partner affected, specifically the Partner's rules of the house.
10. User is obliged to acknowledge that the places of accommodation and hotels operated by the Partners are „smart hotels" with no permanent (or only limited number of) staff therefore User and/or the other guest specified in his/her booking uses all services of the place of accommodation or hotel affected by the booking or order on his/her own responsibility during the entire duration of stay.
11. Guest acknowledges that he/she obtains any kind of help, request or information from the Dispatcher service primarily through the TMRW Application. The dispatcher service is available in the TMRW Application round the clock but in case of emergency calls Partners are obliged to provide separate local emergency call number(s).
12. User and/or the other guest specified in his/her booking may place his/her luggage and valuables in the dedicated automatic cloakroom in the lobby of the place of accommodation or hotel affected by the booking or order. Partners are entitled to determine the maximum dimensions and weight of luggage that can be stored this way and are entitled to exclude placing certain types of luggage and valuables – the relevant conditions are included in the related policies of the Partners.
13. Children or juvenile guest may not be left without parental control.
14. Partners may organize children programs in which case Partner assumes that children are actively involved in the program therefore in case children custody requires qualified health or medical supervision participation on the programs could be refused. Partners don't have special professional knowledge for providing care for certain mental diseases or mentally handicapped persons.

XII. Provision of services:

1. User acknowledges that the places of accommodation operated by the Partners are „smart hotels" where doors of rooms, communal spaces and the main entrance may only be opened and Specific Orders may only be submitted by the appropriate use of the TMRW Application running on functioning Android and iOS smart phones and tablets (the version number of these systems is published on the TMRW Homepage). Partners may make the accessibility of additional rooms and services subject to the use of the TMRW Application according to chapter XI. – *with special regard to clause XI.1* - of which Service Provider gives information also on the TMRW Homepage and the TMRW Application.
2. If the smart phone or other device of User and/or the other guest specified in his/her booking serving the purposes of accessing the TMRW Homepage or running the TMRW Application is discharged, out of order or is not available or operational than Partners ensure that User and/or the other guest specified in his/her booking can get access to the

TMRW Homepage and use the TMRW Application by using the table(s) placed in the communal area of the places of accommodation or hotels operated by them or at least to get access to the hotel operations essential for using the Service – check in, check out, occupying the room booked, entry, access to the dispatcher centre etc.

In case of Partners where it is not possible to enter the place of accommodation or hotel affected by booking or order without the use of the TMRW Homepage and/or the TMRW Application the temporary opening of external doors and gates and the unlocking of locks is possible by calling Service Provider's dispatcher service – based on VoIP or Chat – or calling the phone number(s) connected to the Partner sent in a message by Service Provider confirming the booking. Service Provider and/or Partners may make the performance of the request laid down above subject to proper identification; in addition Partners are obliged to charge extra fee in each case. Extra fee may not be demanded if Partner has not performed the request counted from the time it has come to its knowledge or following appropriate identification – if this was a condition imposed – in thirty (30) minutes.

3. If, due to the fault of Service Provider or its Partner – especially: overbooking, temporary operational problems – the booked or ordered Service cannot be provided, the affected Partner is obliged – by properly informing the User and/or the other guest specified in his/her booking (which can happen through a System message accessible in a separate pop-up window and/or by an email message forwarded through the Service Provider which message at the same time redirects User to the appropriate interface of the TMRW Homepage and TMRW Application in order to record his/her choice for response message – to provide accommodation with the remark that the Partner is obliged (within the scope of its obligation undertaken):
 - a. to offer the services confirmed in the booking or order at the price indicated therein and for the period stipulated there – or till the hindrance terminates – in the same or higher category place of accommodation or hotel and provide it in case User and/or the other guest specified in his/her booking accept it. No additional costs shall be charged to User for providing alternative accommodation.
 - b. to provide gratis transfer for User and/or the other guest specified in his/her booking to move to the offered alternative accommodation or hotel and to the incidental return to the former place.

Partner may not excuse itself from the above obligations even if the cause of it could be attributed to Service Provider. In such cases Partner and Service Provider settle the account between themselves at a later date, with respect to additional costs incurred and indemnification.

4. If Partner fully complies with its above obligations, or if User and/or the other guest specified in his/her booking accepts the replaceable places of accommodation or hotel(s) offered to him/her no subsequent claim for compensation may be raised against the Partner and Service Provider.

XIII. Rights of the guest:

1. In accordance with the confirmed booking or order User and/or the other guest specified in his/her booking is entitled to use the ordered room(s) as well as the facilities of the place of accommodation or hotel that are included in the usual scope of the Partners' services and do not fall under the effect of special conditions.
2. User and/or the other guest specified in his/her booking may complain about the performance of the Services. Service Provider undertakes the obligation to investigate the claim received through the TMRW Homepage or the TMRW Application and presented to the Dispatcher service within forty eight (48) hours counted from the receipt of the claim, to give a substantive response, take the necessary measures or to call the attention of the given Partner to take these measures.
3. User is entitled to cancel its user capacity and delete the registration through electronic mail (email) if no cash debt or other obligation exists in connection with any bookings and orders towards either the Service Provider or any Partner of Service Provider. Service Provider is entitled to keep User's cancellation pending until the above conditions are investigated but maximum for five (5) days.

XIV. Obligations of users and guests:

1. User is obliged to settle the consideration for the services ordered in the contract that was concluded between the Parties – including services ordered/used subsequently – latest in the way and by the time specified in the contract or Service Provider' confirmation of the booking. User is obliged to settle the consideration for the services used by the person(s) specified in his/her booking which services have not yet been settled in accordance with the above.
2. User and/or the other guest specified in his/her booking is obliged to ensure that the minors under his/her control are continuously under adult supervision in the place of accommodation or hotel affected by the booking or order.
3. User and/or the other guest specified in his/her booking is obliged to immediately report the damage suffered through the TMRW Application to Service Provider's Dispatcher service. He/she is obliged to make all necessary data available to the Service Provider that are required to clarify the circumstances of the damage or which are required for any legal or non-contentious proceedings for indemnification, or for eventual infringement procedures or criminal proceedings.
4. User and/or the guest specified in his/her booking may not take his/her own foods/drinks into the catering units of the places of accommodation or hotel operated by Partner, thus specifically into the eating places/restaurants/buffets of Partner.

XV. User's liability for damages:

1. By accepting the present GTC User expressly undertakes the obligation to assume responsibility for all damages that are caused by the User and/or the other guest specified in his/her booking, by the accompanying person or the person under the control of any of these persons or by domestic animal to Service Provider, the Partners of Service Provider or other guest of the Partners.

2. By accepting the present GTC User expressly undertakes the obligation to do his/her utmost so as unauthorized third person(s) could not access the information by which he/she (they) could log in to the user interfaces on behalf of User of the TMRW Homepage and/or the TMRW Application. If unauthorized access or the possibility of it comes to the attention of User he/she is obliged to immediately inform Service Provider. In the absence of that – considering that the place of accommodation or hotel affected by the booking or order operates automatically, based on and in accordance with the information and declarations submitted through the TMRW Homepage and the TMRW Application – until the contrary is proven User shall be responsible for the persons using the Service in an unauthorized manner as if he/she acted himself/herself.
3. User's liability for damages also subsists if he/she is entitled to demand the compensation for damages directly from the Service Provider or Service Provider's Partner.

XVI. Additional obligations of Service Provider and its Partners:

1. Partners are obliged to perform the Service and other orders booked or ordered based on the contract between the Parties by observing the present GTC and in accordance with the provisions in force at their registered seat and the relevant service standards.
2. Beside their overall responsibility Partners are obliged to guarantee that the contents of their offers displayed on the TMRW Homepage and the TMRW Application can be performed, the conditions of using the services laid down there are real, and they may only publish authentic offers through the Service Provider. Service Provider may not be held responsible towards User within this scope.
3. Service Provider is obliged to ensure the operation of the TMRW Homepage and the TMRW Application according to the conditions laid down in the present GTC, and is specifically obliged within this scope to ensure the real-time and efficient operation of the System, and that it is available to authorized parties. Within the above:
 - a) the System should manage incoming bookings, orders and orders for using ad hoc services synchronized with the systems of the places of accommodation and hotels operated by the Partners;
 - b) the System keeps real-time records of the allocated rights so that only those with authorization can have access to them.
 - c) the System approves the allocated rights in accordance with the present GTC and the conditions of the specific bookings or orders in due course and synchronizes with Partners' systems
4. Service Provider is obliged to do its utmost to prevent the access of unauthorized persons to the System. If the suspicion of unauthorized log-in or intrusion arises with respect to a given access right Service Provider is obliged to inform in a secure manner the authorized person(s) without delay, and suspend the right if deemed necessary until the suspicion is averted or new and secure access is allocated. Service Provider may not be held liable within the scope of unauthorized access attributable to User.
5. Partners are obliged to carry out invoicing that fully comply with the statutory provisions of the registered seat of their place of accommodation or hotel affected by the given reservation or order; Service Provider shall ensure that invoices are passed on to User. In case of incorrect invoice Service Provider may not be held liable towards User.
6. Service Provider is obliged to investigate the claim of User and/or the other guest specified in his/her booking as described above and to take the steps necessary to manage the problem, to lay down the steps taken in writing – email – and inform about this the User and/or the other guest specified in his/her booking.

XVII. Service Provider's and Partners' liability for damages:

1. Partner assumes responsibility for all damages suffered by User and/or the other guest specified in his/her booking that occurred in the place of accommodation or within the hotel affected by the booking or order, due to the fault of itself or its employees.
2. The responsibility of Service Provider and its Partners does not extend to those damages that have occurred due to reasons beyond the control of their employees and guests or if the damages were caused by the User and/or the other guest specified in his/her booking or the persons under his/her control.
3. Partners are entitled to designate place(s) within the place of accommodation or hotel affected by the booking or order which User and/or the other guest specified in his/her booking may not enter. Partners are obliged to mark such places visibly; Service Provider gives separate information on the on the TMRW Homepage and the TMRW Application if deemed necessary. Neither Service Provider nor its Partners assume responsibility for damages that affect User and/or the other guest specified in his/her booking or those under their control at a place or places where entry is not permitted.
4. Considering that the places of accommodation and hotels affected by booking or order are „smart hotels” i.e. there is no permanent staff or staff is only available in limited number and timeframe the liability for damages of Service Provider and the Partners subsists only if after the damage took place User and/or the other guest specified in his/her booking immediately reports it (with the necessary data) to the Service Provider on the TMRW Homepage or through the TMRW Application as laid down in the present GTC.
5. Partner is only responsible for the loss, destruction or damage of the valuables, securities or cash of User and/or the other guest specified in his/her booking if they were (it was) expressly taken over by Partner or the damage occurred for reasons they bear the responsibility in accordance with the general rules. In this case the burden of proof rests with User and/or the other guest specified in his/her booking.
6. The responsibility of Service Provider and the Partners does not extend to the luggage of User and/or the other guest specified in his/her booking and the content of the luggage during arrival and departure, loading or unloading and in the course of transporting it to or from the room.
7. The rate of Partners' liability for damages is maximum 50 times of the contractual daily room rate.

8. Service Provider limits its responsibility of all damages arising from the provision of the Service in triple of the daily room rate. Service Provider completely excludes its responsibility for consequential damages.
9. Service Provider is not responsible for the damage caused to User by the Partner which can directly be enforced towards Partners by User. Partner's GTC may contain additional restrictions of liability.

XVIII. Illness and death of the guest

1. In the event that User and/or the other guest specified in his/her booking gets sick during the period of using the Service and this comes to the knowledge of the Partner, Partner is obliged to offer medical help through the Service Provider on the condition that the costs of the offered and accepted medical help shall be borne by User. If the condition of the User and/or the other guest specified in his/her booking concerned does not exclude it or a competent person is present with the person affected than – considering that no permanent staff is present in the place of accommodation or hotel affected by the booking or order, or is only available to a limited extent – it is User who should primarily ensure that the physician or ambulance obtains access to the premises.
2. If the physician diagnoses infectious illness, Service Provider and the given Partner is entitled to refuse further Services. Additional costs incurred due to prematurely leaving the place of accommodation or hotel shall be borne by User.
3. In case of illness or death of the User and/or the other guest specified in his/her booking Partner may charge for cost compensation to the relative or inheritor to the extent of the medical costs incidentally given in advance by the Partner, to the extent of the consideration for the services used before passing away and the damages occurred in the assets of the Service Provider, the given Partner and/or its guests in connection with the illness or death. The death of the User and/or the other guest specified in his/her booking shall be considered as leave before the expiry of the contractual period by Service Provider and in this case is not able to refund the balance of the fee for the remaining part of the contractual period to the legal inheritor or inheritors.

XIX. Force Majeure

1. Causes and circumstances (e.g. war, fire, flood, weather adversity, power outage, strike etc.) over which neither the Service Provider nor the guest or the contracting party has control – force majeure – that exempt any of the parties to perform their contractual obligations until this cause or circumstance subsists. The contracting parties agree that they will do their utmost to minimize the opportunities of these causes and circumstances take place and by doing so remedy the damages caused or the delay as soon as possible.

XX. Legal disputes

1. For issues not regulated above the contents of individual contracts and the provisions of Act V. of year 2013 on the Civil Code (Ptk.) as well as the Hungarian statutory regulations shall be governing.
2. By accepting the present GTC the contracting parties expressly acknowledge that for resolving legal disputes concerning the GTC and the contracts falling under the effect of it the Parties submit themselves to the exclusive decision of the Court of Arbitration at the Hungarian Chamber of Commerce and Industry in Budapest with the remark that the Court of Arbitration proceeds according to its own Procedural Regulations. The number of arbitrators proceeding is three. The Hungarian language shall be used in the course of the procedure.

Dated in: Dated in Budapest, 15 July, 2018

TMRW Alkalmazások Korlátolt Felelősségű Társaság (TMRW Applications Limited Liability Company)