

# Terms and Conditions, Privacy & Cookie Policy

Effective as of 30th October, 2018.

## For The European Union.

These Terms and Conditions of Use (“these Terms”) govern your use of the [www.hamsuk.com](http://www.hamsuk.com) and [www.hams.hu](http://www.hams.hu) website (“the Website”) and the services incorporated therein (“the Services”) and your legal relationship with us (for our company details, see Clause 1 below), as well as other registered users of this Website that you may interact with.

Our Privacy and Cookie Policy is also incorporated in these Terms.

By registering on the Website, you shall be deemed to have completely read, understood and expressly agreed to be bound by these Terms.

For the purposes of these Terms, you will also be referred to as the “User” and/or – depending on your user status – “the Hunter” or “the Gamekeeper”.

## IMPORTANT NOTICE: NO MINORS!

**You must be at least 18 years old to register on this website. If you are under the specified age limit, we are entitled to suspend or delete your registration without assuming any liability.**

## 1 Parties, Scope

The Website was designed, and is operated by Bit And Pixel Informatikai és Tanácsadó Korlátolt Felelősségű Társaság, a Hungarian Limited Liability Company, with its registered office at H-1033 Budapest, Szentendrei út 95., Hungary; Company Reg No.: Cg.01-09-879933; registered by the Company Registry Court of Budapest-Capital Regional Court; VAT No: 13920472-2-41; telephone: +36309503382; e-mail: [info@bitandpixel.hu](mailto:info@bitandpixel.hu) (“the Service Provider” or “we”, “us”, “our”).

The legal relationship for the provision and use of the Services is established between the Service Provider on the one hand, and the Users (either in their capacity as Hunter or Gamekeeper) on the other.

Given the fact that the Users may interact with each other while using the Services (for example, Gamekeepers and Hunters, Hunters with each other, etc.), these Terms shall also govern their relationships. In addition to the foregoing, the Users must comply with all mandatory legal requirements governing their activities in relation with to the use of the Services.

## 2 The Services

The Services shall be provided via an online system requiring an internet connection, and are available on any device (such as smartphones, tablets, PC) and any common operating system (iOS, Android, Windows, OSX, Linux). The Services are intended to facilitate estate and wildlife management and field-sport activities for Hunters and Gamekeepers.

There are several functions available within the Services, and you may find their detailed descriptions by choosing the respective menu on the Website (“the Function(s)”).

Certain Functions are offered to Gamekeepers only, while others are exclusively available for Hunters (“Gamekeeper mode” or “Hunter mode”, respectively).

We reserve the right to amend, improve or update these Terms, the Website, the Services and the Functions, as well as the software and/or hardware that makes these Services available and

renders them operational, whenever these are, in our sole opinion, necessary for reasons such as technological advancements, improving user experience, introducing new Functions or Services, or compliance with any existing or future legal or other mandatory requirements, whether or not issued by any competent court or authority (“Update”).

In the event of such an Update, the Service Provider shall inform the Users in a reasonable manner appropriate to the actual case, provided that any substantial changes shall be communicated with reasonable prior notice (to be published on the Website).

## 3 Subscription

This Section describes the terms applicable to the subscription of Gamekeepers and Hunters (“Subscription”). Users may register in Gamekeeper and/or Hunter mode. There are different terms applicable to each Subscription:

### 3.1 Gamekeepers, estate admins

Users registering as a Gamekeeper will have access to the Website and the Services and Functions available in Gamekeeper mode free of charge.

Cancellation of the Gamekeeper’s Subscription is possible by sending an email to the [info@hams.hu](mailto:info@hams.hu) address.

#### 3.1.1 Gamekeeper commission

Upon subscription, you receive a code (“the Promotion Code”) which you may distribute among prospective Hunters. Any Gamekeeper who has a Hunter registering on the Website by using such Promotion Code will receive a commission equal to £0.60 GBP (including taxes) of each Subscription Fee actually received by the Service Provider as long as the subscription of the given Hunter is active, and payments are made by him/her up to, but not exceeding, one calendar year.

Commission is paid upon receipt of an appropriate invoice adhering to the requirements laid out by The Service Provider and payments must be for a minimum of £300 GBP.

### 3.2 INDIVIDUAL hunters

Users registering in **Individual hunter** mode will be entitled to a 30 day free trial period starting on the day of registration and ending on the 30th day at the same hour and minute as the registration (“the Trial Period” or “the Free Trial”).

After the expiry of the Trial Period, the Subscription will automatically become active (i.e. the applicable fee – “Subscription Fee” – for any period following the expiry of the Free Trial will be automatically deducted) unless you cancel the Subscription at any time during the Trial Period. Cancellation is possible under the Subscription menu.

Please note that certain Functions are available only during an actual Subscription (i.e. when your Subscription is activated either upon or – upon your choice – even before the expiry of the Trial Period).

#### 3.2.1 Payment of the Subscription Fee

The Subscription Fee shall become due and payable in advance on the same calendar day for each month. In some cases the payment date may change for example if your payment date is not contained in a given month, or if the payment transaction is late or if there are other technical issues.

We shall publish our applicable Service Fees on the Website and duly communicate any changes affecting them, with a reasonable transition period while you may decide if you wish to cancel your Subscription or continue with the modified Subscription Fees. Failure to cancel the Subscription before the date when such modified Subscription Fees becomes effective shall be

deemed as acceptance of such changes. This does not affect your right to cancel your Subscription at any time thereafter.

Please note that the Subscription Fee shall cover a monthly period, irrespective of the day of cancellation (i.e. the Subscription Fee is due and payable in full, even if you cancel your Subscription before the expiry of the given monthly period).

Late payment will entail that we may suspend or restrict your Subscription until receipt of the Subscription Fee due to us.

## 4 Intellectual property

The Website (including the Services and the Functions) and the (graphic, text or other) content displayed therein other than that submitted, uploaded or otherwise made available by the Users are and shall remain the intellectual property of the Service Provider or any third parties who have licensed the use of the foregoing by the Service Provider for the purposes of the development, use and exploitation of the Website (including the Services and the Functions) for the purposes described in these Terms.

Subject to an active Subscription or – in case of Functions available during the Trial Period – upon registering for Free Trial, the Users may use the Services as follows:

The Service Provider shall licence to the Users the use of the Functions as described and/or specified on the Website from time to time for the period of the active Subscription or (in case of Free Trial) the Trial Period, provided that in the latter case, certain Functions may not be available.

By subscribing to an active Subscription or to a Free Trial, the Users expressly and irrevocably agree that they shall not reproduce, adapt, translate, distribute or publish in any manner whatsoever, reverse engineer or modify the Website and/or the Services and/or the Functions, either in part or as a whole (including but not limited to the graphic or other content, technical arrangements thereof, as well as any know-how related thereto, etc.).

The Users expressly agree that the Service Provider's source code(s) and any part(s) thereof – either owned by or licensed to the Service Provider – shall benefit from the same legal protection as the foregoing.

For the sake of clarity, the Users expressly acknowledge that their rights under this Section are restricted to an extent and manner inevitably required for the purposes of the legal relationship laid out under these Terms.

Preparing and/or using (publishing, sharing, reproducing, etc.) screenshots of the Website (including any Services or Functions) in any manner shall be subject to prior written consent of the Service Provider and the restrictions set forth in these Terms (especially in Section 6 – Sensitive Content).

Infringement of the intellectual property rights shall entail that any costs and damages incurred by the Service Provider shall be reimbursed by the User causing them.

The Users agree to hold harmless and indemnify the Service Provider against any claims arising from the infringement of third-party intellectual property rights by the Users.

## 5 Liability

In addition to any other provisions in these Terms concerning liability, the following shall apply:

The Service Provider agrees to make all reasonable efforts to keep the Website, the Services and the Functions operating, however, it cannot guarantee that these will always be available, reliable,

operational, free from any technical errors, typos or other types of error ("Errors"). In such case, the Service Provider will endeavour to rectify such Errors within a reasonable time after it has become aware thereof. In case of Errors lasting for more than 24 hours, the Service Provider may reduce the Subscription Fee by an amount it deems proportionate with the nature of the Error and the period thereof. The Service Provider shall not be liable for any Errors caused by reasons outside the control of the Service Provider (such as power-cuts, failures of third-party providers, etc.).

The Users expressly agree and acknowledge that they shall not solely rely on the Functions (including any data submitted therein by them or other Users or even the Service Provider) when taking part in any activity offered through the Website. The Functions alone shall not serve as grounds for any act to qualify as diligent and lawful. To the extent permitted by the applicable laws, the Service Provider hereby excludes any liability for damages caused by the Users to each other or any third parties by breaching these provisions.

The Users agree to hold harmless and indemnify the Service Provider against any claims arising from the infringement of third-party rights by the Users (including but not limited to the payment of reasonable attorneys' fees).

The Users shall be liable for the correctness, lawfulness and appropriateness in professional and/or ethical point of view any data, information, images, texts, locations and other information ("Content(s)") submitted by them to the Website. The Service Provider assumes no liability for such Contents, or for verifying, supervising or otherwise reviewing them.

Should a User breach any of his/her obligations set forth in this Section, the Service Provider shall be entitled to block the account of such User without prior notice, for any period determined by the Service Provider, even permanently. The Service Provider shall notify the User when it unblocks the account. The Service Provider and the affected User may undertake good-faith negotiations about such unblocking.

The Users agree to hold harmless and indemnify the Service Provider against any claims arising from the infringement of third-party rights by the Users (including but not limited to the payment of reasonable attorneys' fees).

## 6 Sensitive Content

Content (such as images, photos, descriptions, etc.) displaying the results of certain activities strictly pertaining to the use of the Services (such as Contents documenting the killing of a wild game) may be published, which might be disturbing for the public ("Sensitive Content").

The Service Provider shall do its utmost to safely store such Sensitive Content and prevent it from any unauthorized access.

The Users agree that any such Sensitive Content shall not be more explicit than reasonable, and it must not be obscene, unnecessarily cruel or disrespectful towards nature and its elements, and that they shall refrain from displaying any infringing Content.

The Users agree to hold harmless and indemnify the Service Provider against any claims arising from the infringement of any law or third-party rights by the Users due to or in relation with the uploading of such Sensitive Content on the Website (including but not limited to the payment of reasonable attorneys' fees).

## 7 Contents pertaining to third parties

The Service Provider reserves the right to display on the Website links to third-party contents (including but not limited to advertisements, etc.) or to authorize third parties to do so.

To the extent permitted by the applicable laws, the Service Provider does not assume any liability for such third-party content. Such content is governed by the terms and conditions of such third parties.

The Service Provider does not have any control over the content and services offered by such third parties, therefore it does not assume any liability for any inaccuracies or technical errors of such content or services.

The foregoing three paragraphs shall apply, in particular, to services offered by Google Inc, such as, but not limited to, Google Maps.

## 8 Privacy & Cookie Policy

The Website (together with all Services and Functions offered therein) was designed, developed and tested by active hunters with the involvement of wildlife-management professionals, gamekeepers and professional hunters. We know and understand field-sport lovers and the importance of wildlife management. Therefore, the protection of any information you share with us about yourself or the estate, syndicate you are managing is of the utmost priority.

The Website is completely closed to the public, and we do our utmost to ensure the safety and security of any information you submit to the Website.

Please note that we are bound by the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, "the GDPR") and other local laws. The below provisions explain how we process your personal data. Any terms and expressions used in this Section shall have the meaning set forth in the GDPR.

### 8.1 Purpose and scope of processing, the controller, processor and third parties accessing your personal data

The Users may use the Services and Functions after registration, with a password and a username. The Users are responsible for protecting their password and username from unauthorized access.

Controller, processor, third parties:

For the purposes of this Section, the Service Provider shall be deemed as controller within the meaning of the GDPR. Except for the specific cases indicated below, the controller does not use any third parties (processors) for the processing of your personal data and they will not be transferred to third countries outside the EEA.

Furthermore, your personal data will not be disclosed to third parties, unless (and only to the extent) it is required by mandatory legal requirements or the decision of competent courts or other authorities ("mandatory requirements"), or if you choose to use certain Functions or Services for your convenience, such as sharing your location. When we are obliged to disclose your personal data due to mandatory requirements, you will be duly informed about such disclosure as soon as reasonably possible.

Notwithstanding the foregoing, your personal data will be shared with the following entities, strictly for the following purposes:

(i) Third party service provider:

In order to provide you with a secure and convenient online payment experience, we are using a third-party payment service provider (payment gateway), namely, Braintree. Braintree's parent company PayPal, Inc. and its subcontractors are located in the USA and certain other countries outside the European Economic Area. In order to grant adequate level of data protection, EU

Standard Contractual Clauses is in effect between Braintree (PayPal (Europe) S.á.r.l. et Cie, S.C.A.), PayPal, Inc. and us.

Braintree will see your email address and bankcard data necessary for processing your payment transaction (such as cardholder's name, expiry date, bankcard number).

For more information about BrainTree services and who they are, please visit their website at <https://braintreepayments.com/>.

We do not see your full bankcard details and therefore cannot use it in any manner whatsoever.

(ii) Hosting provider

The Website is hosted by the following entity:

EZIT Kft. (Ltd.)

<https://www.ezit.hu/>

Address: H-1132, Budapest, Victor Hugo utca. 18-22.

Phone (7/24): +36 1 700 40 30

Purpose and term of processing

The purpose of processing is to provide you the Functions and Services available on the Website, the term of processing will end when you cancel your Subscription, except for certain data (name, billing address, postal address, TAX/VAT number) that must be retained for billing and bookkeeping purposes. Currently, the mandatory retention period under Hungarian legislation for accounting documents (such as invoices) is eight (8) years.

The types of personal data we process

- name
- telephone number
- email address
- address
- nationality
- introduction
- profile picture
- licence number(s) (gun licence, wildlife licence, etc.)

The Users cannot see each other's personal data intentionally.

Gamekeepers and estate managers can see all your personal data if you apply for an estate/syndicate membership and/or if you apply for a shoot offer.

Whereas there are optional fields that need not to be filled within your account, we suggest that you provide as much as you feel comfortable to share with us, because this enables you to exploit the Functions to the greatest extent possible.

Filling in certain fields are mandatory, otherwise the Services and/or certain Functions would not be functional.

Please make sure that you provide correct and complete data, because we cannot assume any liability for any incorrect or false data submitted in your account.

Subject to separate, voluntary consent, the Users may also subscribe to newsletters, marketing communications (jointly: "Newsletters") from the Service Provider. Subscribing to Newsletters is not mandatory to use the Services and the Users may at any time unsubscribe from such Newsletters by the designated means, such as clicking on the "unsubscribe" link provided at the bottom of each e-mail or by sending an e-mail or mail to the Service Provider's contact details indicated in Section 9 (Contact information) and expressly requesting that we unsubscribe you from our Newsletters. The term of data processing in such case will be until you unsubscribe from our Newsletter.

The scope of personal data processed for Newsletter-sending purposes:

- name
- email
- address (country – language settings)

Your specific rights in relation to the processing of your personal data under these Terms is described in Subsection 8.3 (Rights of Users as data subjects).

## 8.2 Cookies

In order to offer you the best user experience and also to develop our Services (including the Website and the Functions), we might use different types of cookies ("Cookies").

Cookies are small text files placed and stored on the hard drive of the User's device at the moment they visit the Website. The Website has no memory, and that is where the Cookies come in.

Types of Cookies placed by the Service Provider: Session Cookies and Permanent Cookies.

Session Cookies enable the Website to keep track of your movement from page to page, so you don't have to submit the same information you have already given. These Cookies allow you to proceed through many pages of the Website at ease, without having to authenticate or reprocess each new area you visit.

Permanent Cookies help the Website remember your information and settings when you visit it in the future.

By changing your browser settings, you may at any time block, erase or unblock Cookies. Blocking or erasure may restrict or hinder the use of certain Functions of the Website.

## 8.3 Rights of Users as data subjects

### 8.3.1 Right to access and to request a copy of your personal data held by us

You may obtain from us confirmation as to whether or not your personal data is being processed, and, where that is the case, access to the personal data and the information as to the purposes of the processing, the categories of personal data concerned; recipients to whom your personal data have been or will be disclosed, in particular, third-country or international organization recipients; if possible, the envisaged period of storing of such personal data, or if not possible, the criteria used to determine that period; the existence of the right to request from us rectification or erasure of personal data or restriction of processing thereof or to object to such processing; right to lodge a complaint with a supervisory authority; the existence of automated decision-making, including profiling, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for you. We shall provide a copy of the personal data undergoing processing. For any further copies requested, we may charge a reasonable fee based on administrative costs. Where you make the request by electronic means, and unless otherwise requested, the information shall be provided in a commonly used electronic form.

### 8.3.2 Right to rectification

You shall have the right to obtain from us without undue delay the rectification of inaccurate personal data. Taking into account the purposes of the processing, you shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

#### 8.3.3 Right to erasure ('right to be forgotten')

You shall have the right to request the erasure of your personal data without undue delay and we shall have the obligation to erase such data without undue delay where one of the following grounds applies: (i) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; (ii) you withdraw your consent in accordance with the applicable law and where there is no other legal ground for the processing; (iii) you object the processing on grounds relating to your particular situation where processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, but such interests are overridden by your interests or fundamental rights and freedoms which require protection of personal data; or – where your personal data were processed for direct marketing purposes - you object the processing of your personal data for such marketing, which includes profiling to the extent that it is related to such direct marketing; (iv) the Personal data have been unlawfully processed, (v) the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which we are subject.

#### 8.3.4 Right to restriction of processing

You will also have the right to obtain restriction of processing (i) if you have doubts as to the accuracy of your personal data, for a period enabling us to verify the accuracy thereof, or (ii) if the processing is unlawful and you choose restriction of the use of your personal data instead of erasure, or (iii) if we no longer need your personal data but you request these for the establishment, exercise or defence of legal claims, or (iv) if you have objected processing on grounds that your interests or fundamental rights and freedoms override our legitimate interests or those of a third party, pending the verification whether our legitimate grounds override those of you.

#### 8.3.5 Right to data portability

You will have the right to receive your personal data provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance.

#### 8.3.6 Right to object

You may object the processing on grounds relating to your particular situation where processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, but such interests are overridden by your interests or fundamental rights and freedoms which require protection of personal data.

We shall no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

Where personal data is processed for direct marketing purposes (such as newsletters), you may object at any time to processing for such marketing, which includes profiling to the extent that it is related to such direct marketing.

Where you object to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

If you do not wish to receive newsletters in the future, you may at any time let us know in writing by sending us an email to our address listed under "Contact information".

## 9 Contact information

Contact details of the Service Provider:



Registered seat and mailing address: H-1033 Budapest, Szentendrei út 95., Hungary

E-mail: [info@bitandpixel.hu](mailto:info@bitandpixel.hu)

Please make sure that all your enquiries, complaints or other communications to us are correctly addressed. Any enquiries received by the Service Provider in relation to these Terms will be answered within a month. In case of enquiries related to personal data, this deadline may be extended by two further months where necessary, taking into account the complexity and number of the requests. The Service Provider shall inform the User of any such extension within one month of receipt of the request, together with the reasons for the delay. Where the User makes the request by electronic form means, the information shall be provided by electronic means where possible, unless otherwise requested by the User.

## 10 Applicable law, jurisdiction

These Terms shall be governed and interpreted in accordance with the applicable laws of Hungary and the European Union. Any disputes arising out of or in connection with these Terms shall be settled by the competent courts of Hungary.