

General Terms and Conditions of Use and Purchase

These General Conditions of Access and Use (hereinafter “General Conditions”) govern the nature of access and usage that the user (hereinafter “the User”) makes of the website www.goodplacesutivan.com (hereinafter, “the Website”), as well as its products and services. By agreeing to the terms in these General Conditions, the User expresses he or she:

1. Has read and understood its contents;
2. Has the power and capacity to enter into agreements;
3. Assumes all obligations set forward.

The usage of the Website constitutes the condition of the Website User and implies the acceptance of all stipulations included in these General Conditions. The User should read and review these General Conditions carefully each time he or she accesses the Website, as they are subject to further and continual modification without notice.

The owner of the Website reserves the right to modify or update, at any time and without prior notice, the Website’s content and services; the present General Conditions; and any and all of the components comprising the Website’s design and configuration.

1. General Website Information

In compliance with EU legislation (EU 2016/679 on 27th April 2016) the following general information pertaining to the Website is provided:

Owner: Zsolt Szinnay

Registered Address: 21403 Sutivan, Kalafata 13.

OIB: HR 35967485054

Telephone: +36 30 9365357

2. Need to Register

In general, to simply access the Website contents, the **User does not need to register**, although engaging certain services offered therein may indeed require prior registration. In those cases, the User will be notified in advance of the need to register, and upon that junction, duly provided with the applicable legal conditions and privacy policies.

All data introduced by the User must be exact, current and authentic at all times. In cases in which the registered User has been assigned a password, the User shall be solely responsible at all times for the appropriate handling and retention of said password, and will be held liable for any damages caused by its misuse, transfer, disclosure, or loss. To that effect, access to restricted areas of the Website and/or engagement of any services or contents performed with a password assigned to a registered User will thereupon be deemed to have been conducted by said registered User, who in turn shall be responsible for the according use and access.

3. Website Usage Regulations

The User is obligated to use the Website and all of its content and services in accordance with the terms established by the law, morality and public order, as well as with those

expressed in the present General Conditions. Similarly, the User is obligated to make appropriate use of the Website's content and services and to refrain from engaging in any behaviors that infringe upon the rights of third parties, violate current legislation governing intellectual or industrial property, or contravene other legal regulations as they may apply.

The User agrees to refrain from engaging in nefarious or illegal activities, including but in no way limited to, the following:

- Not to introduce or disseminate content or propaganda that is in nature racist, xenophobic, pornographic, nor which glorifies or justifies terrorism, nor infringes in any way upon fundamental human rights.
- Not to introduce or disseminate malware, viruses, or malicious programs designed to render damages upon the data network or information systems maintained by the service provider, the access provider, or third party Internet users.
- Not to disseminate, transmit, or make available to third parties any kind of information, element, or content that infringes upon third parties' fundamental human rights and public liberties as they are recognized constitutionally and by international agreements.
- Not to disseminate, transmit, or make available to third parties any kind of information, element, or content that constitutes illegal or false advertising.
- Not to transmit unsolicited or unauthorized advertising, publicity material, "junk mail," "chain letters," "pyramid schemes," or any other form of solicitation, except in areas (such as commercial spaces) that have been exclusively authorized for said activity.
- Not to introduce or disseminate any kind of information or content that is fraudulent, deliberately misleading, or rendered incorrectly so as to cause an error to the data receiver.
- Not to impersonate other Users by entering their registration credentials in order to engage services or content available on the Website.
- Not to disseminate, transmit, or make available to third parties any kind of information, element, or content that represents a violation of intellectual and industrial property rights, patents, trademarks, or copyrights as they may correspond to the owners of the Website or to third parties.
- Not to disseminate, transmit, or make available to third parties any kind of information, element, or content that represents a violation of the confidentiality of communications or the current legislation governing the protection of personal data.

The User is obligated to hold harmless and indemnify the Owner against any possible complaint, fine, penalty, or sanction that it may be forced to withstand as a result of the User's failure to adhere to the usage regulations as indicated above, and The Owner reserves the right to seek appropriate compensation for any claims or damages that said infraction may incur.

The Owner reserves the right to forbid the usage of services offered through the Website to any User who fails to adhere to the regulations and obligations established in these General Conditions.

4. Exclusion of Liability

The Owner assumes no responsibility for updating this Website in order to maintain the validity of the information presented thereon, nor does it guarantee all published information to be precise nor complete. Therefore, the User should endeavor to verify that the published information is precise and complete before taking any action related to the content or service described on the Website.

The User's access to the Website does not imply an obligation on the part of the Owner to control for the absence of viruses, malware, or any other malicious software. The application of tools or software designed to detect and protect against such harmful elements remains at all times the sole responsibility of the User.

The Owner shall not be responsible for damages caused to the software or hardware of the User or third parties during the use of the services offered on the Website, nor for any damage of any kind caused to the User as a result of technical failure or disconnection in telecommunication networks that may produce the suspension, cancellation, or interruption of Website service experienced during or prior to its provision.

5. Contents and Services Linked to the Website

The Website may contain technical link devices, directories and even search tools that allow the User to access other websites and Internet portals (hereinafter, "Linked sites"). In these cases, the Owner shall be responsible for the contents and services supplied on the Linked Sites only in cases in which it has full and conclusive knowledge of their potential unlawfulness and has failed to deactivate the link with due diligence. In cases in which the User considers a Linked Site to contain unlawful or inappropriate content, he or she may communicate same to the Owner, although said communication implies no obligation to remove the corresponding link.

Under no circumstances does the presence of Linked Sites presuppose the establishment of formal agreements with the owners or managers thereof, nor of the Owner's express recommendation, promotion, or identification of the contents or services therein provided. The Owner is not familiar with the contents and services of the Linked Sites and therefore is not responsible for damages caused by the unlawfulness, quality, unavailability, invalidity, error, or dysfunction of the contents and/or services of the Linked Sites, nor for any other damage incurred that is not directly attributable to the Owner.

In the event that the User accesses or is redirected to Linked Sites that provide the sale of services and/or products, the User understands and accepts that the Owner acts merely as an intermediary in facilitating said access, and thus shall not be responsible, even indirectly or collaterally, for damages of any kind incurred from the free usage and/or contracting of said third-party services and products, nor from their potential lack of legality, credibility, usefulness, truthfulness, accuracy, exhaustiveness, or validity. The Owner shall not be responsible for damages of any kind caused by the non-fulfillment or breach of contractual agreements entered into by third parties; the realization of acts of unfair competition or false advertising; the inaptness or non-fulfillment of expectations from third party products and services; nor defects or errors of any kind that said products or services may contain.

6. Industrial and Intellectual Property

All of the Website content, including but not limited to texts, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound content, as well as its graphic design and source code, are the intellectual property of the Owner or of third parties, and no rights to their exploitation as recognized under current intellectual property regulations may be understood to be transferred to the User. Therefore, the Owner retains all rights to the exploitation of said content.

Brand names, trade names, and logos are the property of the Owner or third parties, and access to the Website confers no rights to their use.

7. Contracting Services through the Website

7.1. Process

The process that the User must engage in order to contract services through the Website is as follows:

1. The User selects the characteristics of the apartment reservation desired and continues making the booking.
2. The page may display different options from which the User may choose. The page shows all prices expressed in Euros. The User may select the service according to the availability shown.
3. The page displays all details pertaining to the order, indicating the total price with VAT. The User must enter his or her personal information and payment details with bank card. Then, the User must accept the General Conditions of Use and Contracting and click "Confirm."
4. The page displays an order confirmation and a copy of this confirmation is sent to the email address provided by the User during the payment process.

7.2 Price

Unless otherwise indicated, prices presented on the Website include corresponding VAT. The applicable VAT rate will be that which is legally mandated.

7.3. Exclusion of the Right of Withdrawal

In accordance with the stipulations of Article 103 of Law 3/2014, of 27 March, which modifies the revised text of the General Law for the Protection of Consumers and Users, the right of withdrawal shall not be applicable to contracts referring to the provision of services for purposes other than permanent housing, transport of goods, car rental, foodstuffs or services related to recreational activities, when the contracts include a specific date or period of execution.

7.4. Other Considerations

These General Conditions are only available to the User in the following languages: English, German, Italian and Hungarian.

8. Nullity and Invalidity of the Clauses

Should any clause included in the present General Conditions be declared either totally or partially null or invalid, said nullity or invalidity shall affect only the specific provision or part

thereof that is deemed null or invalid, rendering all other components of these General Conditions still valid, excluding only that provision which is deemed either partially or totally invalid.

9. Applicable Law and Jurisdiction

These General Conditions are governed by and construed in accordance with EU and the Croatian Law. The Owner and the User agree to submit any dispute that may arise in connection with the access, use, or contracting of services on this Website, to the Courts and Tribunals of Split, unless the law establishes otherwise.