

General Terms and Conditions (GTC)

1. General provisions

1.1 The General Terms and Conditions (hereinafter referred to as "GTC") summarize the contractual terms under which Homoky Hotels Tiliana Hotel Kft (1021 Budapest, Hárshegyi út 1-3), hereinafter referred to as the "Service Provider"—as the operator of The Hotel Unforgettable - Hotel Tiliana by Homoky Hotels & Spa, located at 1021 Budapest, Hárshegyi út 1-3, hereinafter referred to as the "Hotel"—generally enters into an accommodation contract with its Guests.

1.2 Except for the exceptions set out in these GTC, individual terms and conditions do not form part of these GTC; however, this does not prevent the Service Provider from entering into separate agreements with travel agents, tour operators, or other partners under terms specific to those business arrangements. These GTC apply to the Service Provider, the persons who have entered into a contract with the Hotel to use its services (hereinafter referred to as "Guests"), as well as to third parties accompanying the Guests. The GTC govern the essential elements of the legal relationship between these parties. These GTC do not apply to service providers, traders, or agents who provide the Service Provider's services to third parties within any legal relationship, nor to those who act on behalf of third parties. By ordering or using the Service, the Guest accepts these GTC.

1.3 These GTC shall apply to the legal relationships within their scope unless a contract or other mandatory legal provision specifies otherwise.

1.4 Before applying the provisions of these GTC or in the event of their amendment, the Service Provider will make every reasonable effort to ensure that persons subject to them become familiar with and accept their content. The Service Provider, in line with Section 6:78 of Act V of 2013 on the Civil Code (hereinafter: Civil Code), undertakes to inform the other party separately of any general contractual term that significantly deviates from the law or standard contractual practices.

1.5 The Service Provider informs the Guest that the current version of these GTC is available at the following locations:

- Online: www.tiliana.hu
- Physically: at the Hotel reception.

1.6 These GTC are effective from September 13, 2018, until withdrawn or unilaterally amended by the Service Provider.

2. Contracting Parties, Subject Matter of the Service

2.1 The Service Provider shall offer the Guest the services available at the hotel in accordance with the conditions set forth in these GTC and in line with the published price list. The primary obligation of the Service Provider is to deliver the Services, while the primary obligation of the Guest is to pay for the services used.

2.2 "Services" refers to any accommodation, catering, wellness, or other service provided by the Service Provider that may be used by the Guest or a third party in exchange for the agreed remuneration (hereinafter: Service).

2.3 The Guest is required to pay the predetermined price for the Services to the Service Provider by the specified deadline, regardless of whether the Services were used by the Guest personally or by any third parties accompanying them. The Guest's payment obligation remains unaffected by whether the Services were ordered by the Guest or by a third party acting on their behalf. In such cases, the Service Provider is not obligated to verify if the third party legally represents the Guest.

2.4 The services offered by the Service Provider are intended for the Guest's use. If the order for services is placed directly with the Service Provider by the Guest, the Guest shall be considered the Contracting Party. Together, the Service Provider and the Guest, if conditions are met, become contractual parties (hereinafter: Parties).

2.5 If a third party (hereinafter referred to as the Intermediary) places an order for services on behalf of the Guest, the terms of cooperation are governed by the agreement between the Service Provider and the Intermediary. In this case, the Service Provider is not obligated to verify whether the third party legally represents the Guest.

3. Method and Conditions of Using the Service

3.1 The Guest may request an offer from the Service Provider either verbally or in writing (by letter, fax, e-mail, via the website, or other electronic means). The Service Provider shall respond with a written offer within 48 hours, detailing the essential terms of the Service (hereinafter: Offer). This offer will remain valid for 24 hours from receipt, during which the Guest must accept or reject it. After this 24-hour period, the Service Provider's offer obligation expires.

3.2 The contract for the Service between the Service Provider and the Guest is concluded exclusively upon written confirmation (including confirmation via electronic channels) by the Service Provider of the Guest's booking, made within the deadline specified in Section 3.1 or via the online platform. This constitutes a written Contract between the Parties.

3.3 A verbal order or modification of an order will only create a contractual obligation if confirmed in writing by the Service Provider. A verbal booking, agreement, modification, or verbal confirmation by the Service Provider does not constitute a contract.

3.4 The Guest expressly acknowledges that the Service Provider is not bound by any obligation to conclude a contract (service obligation). The Service Provider reserves the right to reject the

Guest's offer or service request at its discretion without giving any reason or incurring any liability toward the Guest.

3.6 A minor under 18 years of age may only book a room at the Hotel with an accompanying adult, though the minor may request to stay in a separate room.

3.7 The Contract for the use of the Service is valid for the fixed period specified in the offer confirmation.

3.8 If the Guest vacates the room before the end of the agreed period and notifies the Service Provider accordingly, the Service Provider is entitled to full compensation for the service stipulated in the Contract. The Service Provider, at its discretion, may re-let the room vacated by the Guest or dispose of it otherwise. The departing Guest expressly accepts that, in such cases, they have no claim against the Service Provider. If the Guest does not cancel any additional services ordered from the Service Provider (including but not limited to wellness, cosmetic, or other services) within the designated cancellation period with the Service Provider's authorized representative, or if certain Services are non-cancelable, the Service Provider is entitled to charge the Guest a 100% penalty fee for these Services.

3.9 The Guest and accompanying persons are required to provide the Service Provider with legally mandated information before using the Services, including, but not limited to, proper identification and any legally required declarations. If the Guest fails to provide this information, they are not entitled to commence using the Service.

4. Start and End of Accommodation (Check-in, Check-out)

4.1. The Guest is entitled to occupy the rooms they have booked and that have been confirmed by the Service Provider from 4:00 PM on the date specified in the Contract for the Service.

4.2. The Guest must vacate the room by 11:00 AM on the day of departure.

4.3. Subject to availability at the Hotel, the Service Provider offers the possibility of early arrival and late departure for an additional fee. If you wish to use this service, please inform reception the day before your arrival.

5. Extension of Accommodation

5.1. The prior consent of the Service Provider is required for the Guest to extend their stay. The Guest acknowledges that this is conditional upon the Guest having paid the Service Provider in full for the services already used or ordered.

5.2. If the Guest does not vacate their room by 11:30 AM on the day indicated as the day of departure at check-in and the Service Provider has not given prior consent to extend the stay, the Service Provider shall be entitled to charge the room rate for an additional day, and at the same time, the Service Provider's obligation to provide services shall cease.

6. Prices

6.1. The Service Provider is obliged to inform the Guest about the fees for the services it provides in a clear, easily identifiable, and legible manner. The Service Provider fulfills this obligation as follows: (i) room rates (Rack Rate) are posted at the hotel reception, (ii) price lists for other services are displayed in the relevant hotel departments (restaurant, wellness). The price list includes the actual payable prices, including value-added tax (VAT) and other mandatory charges, with the published prices containing the legally defined VAT, but excluding the tourist tax, which must be paid on-site.

6.2. The Service Provider may change its advertised rates without prior notice (for example, due to package prices or other discounts). However, if the Guest has booked accommodation and the Service Provider has confirmed it in writing, the Service Provider may not change the accommodation price.

6.3. The Guest can always obtain information on service prices at the hotel reception before the start of the service, or they are available on the hotel's website.

6.4. When quoting prices, the Service Provider indicates the legally regulated tax rates (VAT, tourist tax) applicable at the time of the offer. The Service Provider reserves the right to pass on additional costs resulting from changes in the applicable tax laws (VAT, tourist tax) to the Contracting Party, with prior notification.

7. Offers and Discounts

7.1. Current offers and discounts are advertised on the Hotel's website. The advertised discounts always apply to individual room reservations on a per-room basis.

7.2. The advertised discounts cannot be combined with any other discounts.

7.3. For bookings of products tied to special conditions, group reservations, or events, the Service Provider establishes terms and conditions in a separate contract.

8. Payment and Cancellation Terms

8.1. Unless the Service Provider specifies otherwise in its offer, reservations can be canceled in writing free of charge up to the 4th day before arrival. For cancellations made after the deadline or in the case of no-show, the Hotel will charge 100% of the ordered services as a cancellation fee.

8.2. If the Contracting Party has not secured the use of services with an advance payment, credit card guarantee (by authorizing the credit card charge), or in another manner stipulated in the Contract, the Service Provider's service obligation will terminate on the 4th day following receipt of the reservation.

8.3. If the Contracting Party has secured the use of accommodation services with an advance payment and does not arrive on the day of arrival (and has not sent a written cancellation), the Service Provider will retain the full amount of the advance paid as a cancellation fee. In this case, the accommodation will be held for the Contracting Party until 11:00 a.m. the day after the scheduled arrival, after which the Service Provider's service obligation ceases.

8.4. The Service Provider reserves the right to establish terms and conditions in a separate contract that differ from the above in cases of services tied to special conditions—such as promotional offers, group travel, events, or during peak periods. The Service Provider will communicate these appropriately.

8.5. Other services (e.g., wellness, restaurant) can be canceled up to 4 hours before the scheduled use. If no cancellation is made by the deadline, the Service Provider reserves the right to charge 100% of the ordered service to the guest's account.

8.6. Meals included in service packages are non-refundable and cannot be exchanged for cash.

8.7. If the reservation is canceled within the penalty-free period, the Service Provider will refund the advance paid or, based on an agreement, issue a voucher equal to the amount, valid for up to 1 year from the start date of the reserved period, transferable to a third party. Refunds will be processed within 14 days as required by law.

8.8. If the Contracting Party is a business entity (including economic companies, social organizations, churches, municipalities, municipal institutions, state organizations, and their institutions, etc.), the Contracting Party/Customer is obligated to pay the cancellation fee to the Service Provider even if, under normal circumstances, the accommodation fee would have been borne directly by the individual Guest utilizing the services.

9. Cancellation Terms for Groups and Events in Relation to Accommodation and Catering

9.1. Payment Terms:

- 50% of the ordered services must be paid in advance by the 30th day before arrival.
- The remaining amount must be paid within 8 calendar days following the issuance of the invoice.

Cancellation Terms for Accommodation (Tiered):

- Before confirmation or contract signing, the event can be canceled free of charge.
- Penalty-free cancellation deadline: 60-30 days before the arrival/event date.
- If canceled within 30 days of the event, 50% of the ordered services will be charged.
- If canceled within 14 days of the event, 75% of the ordered services will be charged.
- If canceled within 7 days of the event, 90% of the ordered services will be charged.
- In case of no-show or failure to cancel, 100% of the ordered services will be charged as a cancellation fee for indemnification.

9.2. Written cancellations must reach the Hotel by the specified deadline. If the guest does not arrive on the stated day and no cancellation has been made, the Hotel must inform the Customer the following day and may release the room for the remaining duration of the booking if the Customer does not give further instructions.

9.3. The rooming list must be provided 10 days before arrival.

9.4. On the day of arrival, rooms are available for guests after 4:00 p.m. Early check-in is possible if the Hotel's occupancy from the previous night allows it. On the day of departure, guests must vacate the rooms by 11:00 a.m. at the latest.

Cancellation Terms for Restaurant Services (Tiered):

- Between 60 and 30 days before the event, ordered services can be canceled free of charge.
- Between 30 and 15 days before the event, up to 10% of the ordered services can be canceled without penalty. For cancellations exceeding this 10%, a penalty of 75% applies to the portion of services canceled beyond 10%.
- Between 2 and 7 days before the event, up to 5% of the ordered services can be canceled without penalty. For cancellations exceeding this 5%, a penalty of 90% applies to the portion of services canceled beyond 5%.
- Within 2 days of the event, no penalty-free cancellation is available. In this case, the penalty is 100% of the canceled and ordered services.

10. Refusal to Fulfill the Contract, Termination of Service Obligation

10.1. The Service Provider is entitled to terminate the Contract for accommodation services with immediate effect and to refuse to provide services if:

- The Guest misuses the room or facility provided.
- The Guest does not vacate the room by 11:30 a.m. on the day indicated as the departure date at check-in, and the Service Provider has not agreed to an extension of the stay.
- The Guest behaves objectionably, rudely with hotel staff or other guests, is under the influence of alcohol or drugs, or exhibits threatening, offensive, or other unacceptable behavior, as judged by the Service Provider.
- The Guest fails to comply with the Hotel's safety regulations, house rules, and other policies—for example, smokes in a prohibited area and refuses to stop despite being warned.
- The Guest has an infectious disease or shows symptoms of an infectious disease (e.g., COVID-19).
- The Contracting Party fails to fulfill the advance payment obligation specified in the Contract by the designated deadline.

10.2. If the Contract between the parties cannot be fulfilled due to “force majeure” circumstances, the contract will be terminated.

11. Payment Methods and Guarantee

11.1. The fees for ordered services can be paid on-site in cash (in Hungarian Forint or Euro), by bank card accepted by the Service Provider, by bank transfer, or via online payment. In case of payment in Euros, the conversion and invoicing are based on the daily midpoint exchange rate published on the National Bank of Hungary's website. For cash payments in Euros, any change due will also be provided in Euros by the Service Provider.

11.2. In the case of bank transfers—unless otherwise stipulated in the agreement with the Service Provider—the Guest is required to transfer the fees for ordered services to the hotel's bank account before the specified arrival date. This transfer must be credited to the hotel's bank account by the day of arrival or confirmed by an irrevocable statement from the Guest's financial institution verifying the transfer.

11.3. Individual room reservations can be guaranteed by advance payment or bank card guarantee, where the value of the ordered and confirmed services may be pre-authorized on the bank card.

11.4. Other payment methods available on-site include the Széchenyi Recreation Card and vouchers issued by the Hotel or contracted partners.

11.5. The Service Provider reserves the right to request a guarantee from the Contracting Party or Guest to cover any additional, on-site consumption beyond the ordered services. The possible forms of guarantee are as follows:

- **(a) Credit Card Guarantee:** Depending on the length of stay, a deposit may be required and pre-authorized on the credit card until departure.
- **(b) Service Deposit:** The deposit can also be paid in cash upon arrival. Any unused amount will be refunded upon departure, and the Guest is not entitled to any interest on this amount.

11.6. Details required for payment by bank card, including the process and conditions, are provided in advance. Bank card payments offer a convenient and secure way to purchase. After ordering the selected SERVICES, you will be redirected to the D-Edge website, where you enter your bank card details through a highly secure, encrypted system, and the hotel charges the reservation amount. Accepted cards include Maestro, MasterCard, VISA, and VISA Electron.

On-site, the Guest may also pay with the SZÉP card (OTP SZÉP card, MBH SZÉP card, K&H SZÉP card). The Service Provider retains only the information obtained for completing the authorized transaction, such as the cardholder or booker's name. The Service Provider does not have access to any additional data generated in the transaction. The cardholder (guest) must report any payment complaints in writing immediately upon service usage or within 3 days. The Service Provider will decide on any potential compensation within 15 days of receiving the complaint.

11.7. By accepting the General Terms and Conditions, the Guest acknowledges and agrees that the Service Provider will issue an electronic invoice for the payable fees or any amounts paid by the Guest for any reason to the Service Provider and will send it via email or hand it over on-site or by post. The Service Provider uses the information provided at the time of booking for issuing the invoice. For online bookings, the provided data (name, address, and tax number if required) will appear under "Buyer" on the invoice. The Guest may request a change to this information within one day of booking; after that, modifications are not possible. The final invoice is issued based on the information given at the time of booking. Although the Guest may pay in a currency other than the booking currency, the invoice will be issued in the original booking currency (not the payment currency).

12. Accommodation Guarantee

12.1. If the Service Provider's hotel is unable to provide the services specified in the Contract due to its own fault (e.g., overbooking, temporary operational issues), the Service Provider is obliged to immediately arrange accommodation for the Guest.

12.2. The Service Provider must provide or offer the services specified in the contract at the confirmed price and for the agreed duration—or until the issue is resolved—at an alternative accommodation of the same or higher category. Any additional costs associated with providing substitute accommodation are borne by the Service Provider.

12.3. If the Service Provider fully fulfills these obligations, or if the Guest accepts the offered alternative accommodation, the Guest shall have no grounds for any claims against the Service Provider.

13. Guest Rights and Obligations

13.1. By concluding the accommodation service contract, the Guest is entitled to the usual use of the rented rooms, as well as the customary use of facilities generally available to Guests within the accommodation premises during the posted operating hours and under standard conditions.

13.2. The Guest may file a complaint regarding the services provided by the Service Provider during their stay at the accommodation. The Service Provider commits to investigating and addressing any complaints that are documented in writing by the Guest during their stay, or those recorded in a report by the Service Provider's representative or agent. The Service Provider handles complaints on an individual basis. Complaints may be submitted in writing to the following address and contact details: Homoky Hotels Tiliana Hotel Kft, 1021 Budapest, Hárshegyi út 1-3, phone: +36 1 391 00 27, email: sales@hoteltiliana.hu.

13.3. The Guest's right to submit a complaint to the Service Provider expires upon departure from the accommodation. However, the Guest may pursue a complaint with the competent authority in accordance with applicable laws.

13.4. The Guest is required to pay the agreed fee by the latest date specified in the confirmation or at the conclusion of the accommodation service contract.

13.5. If Guests bring food or beverages into the hotel and consume them in public areas, the Service Provider is entitled to charge a reasonable fee (commonly known as a "corkage fee" for beverages). It is prohibited for hotel Guests to remove food or beverages served or offered by the Service Provider from the hotel's food and beverage outlets.

13.6. The Guest is required to obtain written permission from the Service Provider upon arrival for the use of any non-standard electrical devices brought onto the hotel premises that are not intended for everyday or typical travel needs. In the absence of such permission, the devices specified in this clause may not be used.

13.7. Hotel guests' vehicles may park for a fee.

- in the open, gated parking lot located behind the Hotel building.
- in the open, unmonitored parking lot provided by the Hotel at 1021 Budapest, Hárshegyi út 1-3, equipped with an electric gate.

Use of the parking areas is available for a fee and is subject to capacity, with current rates displayed on the price list at the reception and on the Hotel's website. The Service Provider assumes no liability for any damage to vehicles or items within them while parked in the lot (including, but not limited to, vehicle break-ins, theft of items from the vehicle, vehicle theft, or damages caused by natural events).

13.8. Traffic within the parking lot must comply with the Hungarian Road Traffic Regulations (KRESZ). The speed limit for vehicles is 5 km/h. The Guest explicitly acknowledges that the Service Provider is not liable for any damages to the Guest's vehicle on the hotel premises or in the parking areas provided by the Hotel.

13.9. The Service Provider assumes no responsibility for valuables left in the rooms by the Guest.

13.10. Littering is strictly prohibited throughout the Hotel premises! Guests are required to dispose of trash in designated bins located within the hotel premises and rooms. In cases of severe or repeated violations of this obligation, the Service Provider reserves the right to instruct the Guest to comply and may charge the Guest for damages or additional costs resulting from non-compliance.

13.11. It is forbidden to remove, relocate, or take out furniture, fittings, or other equipment from the hotel room or building.

13.12. Guests and other individuals may only use equipment and facilities on the Hotel premises at their own risk and must strictly adhere to the posted usage instructions. The designated individuals may stay on the Hotel premises only at their own risk. The Service Provider is not liable for any damages arising from improper or unintended use of equipment or facilities.

13.13. In accordance with Act XLII of 1999 on the Protection of Non-Smokers, smoking is prohibited in the Hotel's enclosed areas (including guest rooms), communal areas, balconies/terraces, and within 5 meters of the entrance. The Hotel has posted signs in the legally specified areas reminding guests of this obligation. Hotel staff are authorized to remind guests and any other persons on the Hotel premises to comply with the law and cease any non-compliant behavior. Guests and all persons on the Hotel premises are required to comply with the law and respond to any warnings. If the Service Provider is fined by the relevant authority due to a guest's violation of this law, the Service Provider reserves the right to pass the fine amount onto the offending individual and demand payment. If a guest is proven to have violated these legal obligations, they are required to pay a fee of 50,000 HUF to the Service Provider, which may be charged to the guest's room account and must be paid upon departure.

13.16. In the event of a fire, individuals on the Hotel premises are required to immediately notify reception and take necessary actions to help prevent further danger.

13.17. Guests who share rooms or jointly use common hotel facilities are jointly liable for any damages resulting from improper use.

13.18. All areas of the Hotel, including all equipment and facilities (particularly, but not exclusively, the SPA and wellness areas), must be used appropriately and at the individual's own risk, especially in water/pool areas where there is an increased risk of slipping. The Service Provider assumes no responsibility for accidents resulting from improper use of the pool or sauna area (SPA or wellness areas).

13.19. The Guest is liable for any damages or losses suffered by the Service Provider or third parties due to the actions of the Guest, their companions, or other persons under their responsibility. The Guest is responsible for compensating the Service Provider for any damage caused. This liability persists even if the injured party has the right to seek compensation directly from the Service Provider. Any damages resulting from contamination of the pool water by the Guest (e.g., glass fragments, bodily fluids, excrement, vomit, necessitating water replacement, disinfection, bacteriological testing, or compensation to other guests due to nighttime disturbances) must be fully compensated by the Guest.

13.20. The Guest is responsible for any minors (over the age of 14) under their supervision on the Hotel premises, particularly ensuring that the minor remains under their supervision at all times. Any damages caused by such minors are the responsibility of the supervising individual or the person who brought the minor into the Hotel. These rules also apply to the presence and liability of adults with limited or no legal capacity.

13.21. It is forbidden to bring or use fireworks or similar items on the Hotel premises. An exception can be made only if the Service Provider gives prior written permission after reviewing the necessary permits. The Service Provider is not liable for any damages or situations arising from the possession or use of such items and is in no way considered to have participated in their use or possession. These rules also apply to any equipment or items brought onto the premises that require legal or other authorization.

13.22. The Guest is required to report any damages occurring during their stay or in connection with it to the Service Provider without delay, providing all necessary information, facts, and circumstances at the time of the report to clarify the details of the incident or for the purpose of creating a police report or initiating a police procedure.

13.23. The Guest explicitly acknowledges that, for property protection purposes and to ensure the personal safety of guests, Hotel staff, and any other individuals on the premises, the Hotel operates a closed-circuit camera system in common areas (excluding changing rooms and restrooms but including the surface parking lot and directly adjoining exterior areas). The Service Provider manages these recordings in accordance with applicable legal regulations and deletes them within the legally specified time frame.

14. Pets

14.1. Pets (dogs, cats) are permitted in the Hotel for a fee specified in the price list, subject to the availability of rooms designated for this type of use. Guide dogs for visually impaired guests may be brought into the hotel free of charge.

14.2. The Guest must notify the Service Provider of their intent to bring a pet onto the Hotel premises at the time of booking, but no later than 2 days before arrival.

14.3. The Guest is required to supervise their pets continuously throughout their stay. Pets are only permitted in designated areas of the Hotel, specifically in the Etalon restaurant and, when on a leash, in the hotel park, excluding other common areas.

14.4. The Guest is fully and objectively responsible for any damage caused by their pet and must cover any additional costs arising from bringing the pet onto the Hotel premises. Such costs include, but are not limited to, extra cleaning charges. The exact fees for services underlying these costs are included in the Service Provider's price list. The Guest has the right to review and discuss any pet-related damages with the Service Provider's representative before departure. After this, the Service Provider is entitled to issue an invoice and present the claim to the Guest along with the final bill. By accepting these General Terms and Conditions, the Guest explicitly agrees to this method of accounting.

15. Rights and Obligations of the Service Provider

15.1. If the Guest fails to fulfill their obligation to pay for services used or for penalty-bearing services ordered under the Contract but not utilized, the Service Provider has the right to a lien on the Guest's personal belongings brought to the Hotel as security for its claims.

15.2. The Service Provider is obligated to deliver the accommodation and other services ordered under the Contract in compliance with applicable regulations and service standards.

15.3. The Service Provider is obligated to investigate any written complaints submitted by the Guest and to take the necessary steps to address the issue, documenting these steps in writing.

15.4. For the comfort of all Guests, noise is prohibited in the Hotel premises, including terraces, after 10:00 p.m. This includes excessive noise from televisions or music within guest rooms and loud music in the lobby area, which hotel staff are responsible for enforcing. An exception is made for pre-arranged musical or dance events, for which the Service Provider must send written notification.

16. The Service Provider's Liability for Compensation

16.1. The Service Provider is liable for any damage suffered by the Guest due to the loss, damage, or destruction of their belongings, provided that these items were placed in a secure deposit designated by the Service Provider, or handed over to a Service Provider employee whom the Guest could reasonably assume was authorized to receive them. The maximum liability for damages under this clause is limited to fifty times the daily room rate.

16.2. The Service Provider's liability does not extend to damages caused by unavoidable events outside the control of the Service Provider's employees and Guests or damages caused by the Guest themselves.

16.3. The Service Provider may designate areas on the Hotel premises where Guests are not allowed. The Service Provider assumes no liability for any damage or injury sustained by a Guest in these restricted areas.

16.4. The Service Provider is only responsible for valuables, securities, and cash if they have been expressly accepted for safekeeping, if safekeeping has been explicitly refused, or if the damage occurred due to a reason for which the Service Provider is liable under general rules. In such cases, the burden of proof lies with the Guest.

16.5. The Service Provider is not liable for damages resulting from improper use of hotel facilities.

16.6. The Service Provider is not liable for damages if the use of the hotel's wellness facilities or sports amenities (such as the fitness room) is restricted or prohibited due to extraordinary maintenance or adherence to health regulations.

17. Illness or Death of the Guest

17.1. If the Guest becomes ill during their stay and is unable to act in their own interest, the Service Provider will offer medical assistance.

17.2. In the event of the Guest's illness or death, the Service Provider is entitled to seek cost compensation from the Guest's relatives, heirs, or the person responsible for payment. This compensation may cover any medical and procedural expenses, the cost of services used prior to the Guest's death, and any damage to equipment or furnishings resulting from the illness or death.

18. Data Management Security

18.1. Information regarding the processing of personal data can be found in the "Privacy Policy" available on the website, or you may request information by emailing sales@hoteltiliana.hu.

19. Confidentiality

19.1. In fulfilling its obligations under the Contract, the Service Provider is required to act in accordance with laws governing the protection of personal data and the transparency of public information.

19.2. The Parties agree that—except for legally mandated disclosures, public information, and information made public in the interest of public welfare—any information or data related to the Contract, its performance, or any related matters that comes to their knowledge concerning the other Party, which has not been made public by the other Party and whose disclosure could have adverse consequences for the other Party or any related person, result in negative perceptions, or harm or jeopardize financial, economic, or market interests, shall be treated as a business secret (hereinafter: Secret). The Parties are obligated to use such information solely for the purpose of fulfilling this Contract and shall not disclose it to unauthorized persons, including but not limited to the press, media, communication organizations, individuals, and social media platforms (e.g., Facebook, Twitter, Instagram). Without prior written consent from the other Party, neither Party shall disclose, release, or make accessible any information classified as a Secret to unauthorized persons.

19.3. The confidentiality obligation shall apply indefinitely from the last day of the legal relationship, regardless of the reason for the termination of this Contract.

19.4. In matters not regulated above, the provisions of Act LIV of 2018 on Business Secrets shall apply.

20. Vis maior

20.1. Force Majeure refers to any event, circumstance, or incident that is unforeseen, unavoidable by either party or both parties, and prevents the fulfillment of the rights or obligations set forth in this Contract (hereinafter: Force Majeure). Examples of Force Majeure on the part of the Service Provider include, but are not limited to:

- **Natural Disasters:** earthquakes, wildfires, epidemics, drought, frost damage, floods, windstorms, lightning strikes, etc.
- **Certain Political-Social Events:** such as war, revolution, uprising, sabotage, closure of transportation routes (airports).
- **Certain Governmental Actions:** epidemic restrictions, import-export bans, currency restrictions, embargoes, boycotts, and similar measures.
- **Severe Operational Disruptions.**
- **Radical Market Changes:** that make contractual performance impossible (e.g., drastic price surges, extreme depreciation of the payment currency).

In the event of Force Majeure, the Service Provider must notify the other party of the event and indicate its impact on the performance of the services provided. Additionally, the Service Provider is required to take all possible steps to manage the situation.

21. Place of Performance and Applicable Law, Jurisdiction

21.1. The place of performance is the location of the Hotel.

21.2. The legal relationship between the Service Provider and the Guest is governed by Hungarian law. The parties agree to the jurisdiction of Hungarian courts.

21.3. The parties will primarily attempt to resolve any disputes arising from this contractual relationship amicably. If an agreement is not reached within 30 (thirty) days, the parties agree, depending on the value of the claim, to submit the dispute exclusively to the jurisdiction of the Budapest Metropolitan Court.

22. Data of Our Website Visitors

22.1. When visiting the website operated by the Service Provider, neither the user's IP address nor any other personal data is recorded. The website can be freely browsed anonymously. The Service Provider uses anonymous visits solely for statistical purposes, to optimize its online presence, and to enhance system security; the recorded data contains no personal information.

22.2. The Service Provider treats all data and facts related to users confidentially and uses them exclusively for its own research and statistical purposes.

22.3. The Service Provider assumes no responsibility for previously deleted pages that may still be archived through internet search engines. The removal of such pages is the responsibility of the search engine operator.

Issued in Budapest, on September 13, 2018.