

Terms and conditions of the online service of FK Media Group Ltd.

1. General

1.1 FK Media Group Ltd. (registered office: Ukraine, 89463, Velikaya Dobron, Malodobronskaya 132; tax number: 44942711; fuzovelkifele@gmail.com)

Provide access to articles, publications, videos, podcasts through <https://fuzovelkifele.com> or any other website or application designated by FK Media Group Ltd (the "Website"), which includes the proprietary content available on the Website at any time (the "Service")

1.2 These Terms and Conditions (hereinafter referred to as "Terms of Use") shall govern the contract between FK Media Group Ltd. and you as a natural person (hereinafter referred to as "User") for the provision of the Service. Only natural persons over the age of 18 may enter into a contract with FK Media Group Ltd. FK Media Group Ltd. is entitled to refuse to conclude the contract or to terminate the contract with the User with immediate effect if the User has previously breached the Contract. Instead of refusing to conclude a contract with the User or terminating the existing contract with immediate effect, FK Media Group Ltd. may require the User to comply with the User's contractual obligations.

1.3 These Terms of Use shall be binding upon FK Media Group Ltd. and the User. The contracts are also subject to any special terms and conditions (including promotional offers, prices, payment terms and methods, contract periods, etc.) that FK Media Group Ltd may offer from time to time in connection with the contract entered into by the User with FK Media Group Ltd. In case of conflict between the Terms of Use and the Specific Conditions, the Specific Conditions shall prevail. The Terms of Use and the Specific Conditions together constitute the governing contract between the User and FK Media Group Ltd (the "Contract"). In order to use the Service, the User must confirm that he/she has read and accepted the terms of the Contract.

1.4 After ordering the Service from FK Media Group Ltd., FK Media Group Ltd. will confirm the registration in an e-mail sent to the e-mail address provided by the User during the registration process according to point 4 below. The Contract shall be deemed to be concluded from that moment.

1.5 The Contract can be concluded in Hungarian. The Contract (which is deemed to be an electronic contract) is stored by FK Media Group Ltd. The currently valid Terms and Conditions of Use are available on the Website. The User acknowledges that the Privacy Policy regarding the processing of his/her personal data by FK Media Group Ltd. is also available on the Website.

2. Content of the service

Area:

2.1 The Service is available in all countries without territorial restrictions and without limitation.

Content:

2.2 The Service may modify the content (articles, publications, videos, podcasts) on the website from time to time at the sole discretion of FK Media Group Ltd. Immediately upon ordering the Service and accepting the Agreement, the User acquires the right to access the content on the Website from time to time. FK Media Group Ltd. will endeavour to continuously improve the User's viewing experience. The Service and its content may be changed, modified or updated accordingly from time to time.

A current list of the content of the Service is available on the Website. No changes, modifications or updates to the content of the Service or changes to the appearance of the Website shall constitute a modification to the Agreement or the Service, unless otherwise provided by applicable law. FK Media Group Ltd. may in the future introduce different packages and different fees for different packages in the Service. In the event of the introduction of different Service packages, the User may subscribe to any of the packages of his choice.

The Website also contains offers and coupon codes of the Partners contracted with FK Media Group Ltd. For these sales, FK Media Group Ltd. receives a commission from the partners.

Subscription:

2.3 For a monthly fee, the User may subscribe to the full content of the Service or to the package of your choice and get access to it.

2.4 FK Media Group Ltd. may, at its sole discretion, decide to offer the Service free of charge for a limited period of time under the terms and conditions set forth in the offer or the Agreement (the "Trial Period"). The User may cancel the Service at any time during the Trial Period without having to pay for the Service. FK Media Group Ltd. will not charge a monthly fee during the Trial Period.

2.5 The User is entitled to a Trial Period only once. FK Media Group Ltd. may verify the eligibility for the Trial Period on the basis of the data received from the User, in particular, but not limited to, e-mail address, credit card details and/or device ID number, in order to prevent any abuse of the Trial Period. If FK Media Group Ltd. suspects that someone is abusing the Trial Period or violating any of the rules for its use, FK Media Group Ltd. is entitled to take immediate action to stop the abuse, including by terminating the subscription of the person concerned.

2.6 If the User has not cancelled the Contract during the Trial Period, the Trial Period will automatically be converted into a normal subscription without notice to the User, for which the User will be liable to pay the normal subscription fee. If the User decides not to become a paying User, he/she shall terminate the Contract during the Trial Period.

2.7 From time to time, FK Media Group Ltd. and its contractual partners may offer coupons to Users to use the Service. Unless otherwise provided for in the regulations applicable to individual campaigns, once a User has redeemed a coupon, he/she will be granted access to the Service or a specific part of it on a promotional basis and for a limited period of time (hereinafter referred to as the "Free Access Period") or to the package included in the promotion at a discounted price (hereinafter referred to as the "Discounted Access Period").

3. Use of the Service

In order to use the Service, the User must create a user account on the Website (see paragraph 4 for more details), which requires the equipment, systems and connections specified in these Terms of Use (see paragraph 5 for more details), and to use the Service during any Trial Period or Free Access Period or Discounted Access Period.

After the expiry of your Access Period, you will be subject to the fees set out in these Terms of Use (see paragraph 6 for more details). You must also comply with certain technical security measures designed to prevent unauthorised use of the Service, such as copying or distribution of content provided on the Service.

4. Registration, username and password

4.1 User account registration at <https://fuzovelkifele.com>, username, e-mail address, by credit card or any other payment method available on the Website.

4.2 The User warrants that the information provided during registration is correct and is obliged to update his/her account with the relevant information, if necessary. During registration, the User may only provide information relating to the payment method of his/her choice. The User is obliged to review the information provided during registration and to verify its completeness and accuracy.

4.3 Depending on the payment method chosen, the User is required to provide the following relevant data during registration: first name, surname, e-mail address, password, credit card number, CVV/CCV code, credit card expiry date, cardholder name, as well as data relating to the payment method chosen, such as the account number of the service provider providing the payment instrument, coupon code or any other data necessary and required to complete the registration (hereinafter "Login Data"). The User's Login Data is confidential and may not be used by third parties. The User shall store the Login Data in a manner that protects it from unauthorized access. The User is responsible for all use of the Service that is made through the User's account.

4.4 If the User suspects any unauthorized use of the User's Login Credentials, the User shall notify FK Media Group Ltd. as soon as possible and change the User's password. If FK Media Group Ltd. has reasonable grounds to believe that the Login Data has been disclosed or otherwise misused by unauthorised persons, FK Media Group Ltd. shall be entitled to terminate the Agreement in accordance with 12.4

(c) with immediate effect.

4.5 FK Media Group Ltd. is entitled to ask the User to change his/her password or email address at any time. The change must be made immediately or the Service will be unavailable.

4.6 If fraud or criminal activity is suspected, the use of the payment instrument of your choice may be suspended.

5. Tools

5.1 In order to use the Service, the User must have software, broadband internet connection and equipment that meets the technical requirements specified at any given time. As well as a modern browser with the latest version (Google Chrome, Mozilla Firefox, Safari) and JavaScript enabled (do not turn it off, it is on by default)

5.2 However, the fulfilment of the above system conditions does not guarantee that the User will be able to use the Service without limitation if circumstances beyond the control of FK Media Group Ltd. arise that do not allow this. The User may need to install third party software (such as a browser) to use the Service. FK Media Group Ltd. is not responsible for third party software or any updates thereto.

5.3 The Service requires that the User has a suitable broadband internet connection. The User is responsible for all costs associated with the Internet connection, including data traffic charges, regardless of where in the Territory (see point 2.1) the User uses the Service.

5.4 FK Media Group Ltd. does not provide its own devices and is not responsible for the performance of any approved device or its continued compatibility with the Service and its updates.

5.5 The User may use and register the Service on up to five (5) devices, which may include computers, mobile phones, tablets or other devices. Information regarding the above rules shall be communicated to the User in accordance with Clause 11 below. Unless otherwise specified by FK Media Group Ltd, the Service may be accessed on up to one (1) registered and approved device at any one time.

5.6 To the extent permitted by law, FK Media Group Ltd. excludes its liability if the User is unable to use the Service or is able to use the Service but only to a limited extent due to internet congestion or faults with computers or other equipment, networks, electronics or communications that are beyond the control of FK Media Group Ltd.

6. Fees and payment

6.1 The fees for the Service are payable in accordance with the current tariff published on the Website. The User may access the applicable tariffs before entering into the Contract and during the registration procedure. The User expressly confirms that he/she is aware that ordering the Service entails the payment of fees. The fee shall be set in Hungarian Forint (HUF), but if the payment instrument chosen is backed by a bank account in another currency, the exchange rate shall be determined by the bank holding the bank account or the service provider providing the payment instrument. FK Media Group Ltd. disclaims any responsibility for the applicable exchange rate or any other charges applied by the bank or payment instrument provider. The bank or payment instrument provider can provide details.

6.2 If a User is not entitled to either a Trial Period or a Free Access Period, the User shall pay the subscription fee for the Service first on the day of the conclusion of the contract for the Service. Thereafter, the subscription fee for the following months shall be payable in advance each month to FK Media Group Ltd. on the same day on which the User has entered into the contract for the Service (except for different subscription periods). If the day of the month is not available, the last day of the month shall be considered the day of payment.

6.3 The User may pay the fee by any means offered by FK Media Group Ltd. on the Website. The User undertakes to sign the necessary documents and to provide sufficient funds in his/her account on the due dates in order to pay the Service fee on time.

6.4 If FK Media Group Ltd. provides the User with a Trial Period or Free Access Period, the User shall not be liable to pay any fees during these periods. The User shall first pay for the Service on the first day following the expiry of the Trial Period or Free Access Period (unless the User has terminated the Contract before the expiry of the Trial Period or Free Access Period) and shall pay on the same day of each month thereafter. If that day is not within the month, the last day of the month shall be deemed to be the payment day.

6.5 If the User fails to provide sufficient funds on the due date of payment, FK Media Group Ltd. will send an e-mail message to the e-mail address provided by the User about the failure of the payment and will attempt to charge the credit or debit card with the amount of the fee again, but no more than twice.

6.6 If payment is not made on time, FK Media Group Ltd. may immediately suspend or restrict the User's access to the Service. In addition, FK Media Group Ltd. is entitled to terminate the Contract with immediate effect in the event of a delay in payment of more than two (2) days.

7. Prohibited uses

7.1 The User may use the Service only for the User's personal use and in accordance with the Terms of Use. The User may not do any of the following, nor may the User encourage, assist or request any other person to do any of the following:

- a. use the Services for commercial or public purposes;
- b. illegal or improper use of the Service;
- c. copy/copy, lend, sell, transmit, distribute, or otherwise disseminate, edit, or in any other way transmit or adapt the content of the Service;
- d. bypass, modify, remove, alter or tamper with any security, encryption or other technology or software that is part of the Service; or
- e. otherwise use the Service in violation of copyright laws, other laws, or these Terms of Use.

7.2 The Service is available worldwide, without territorial restrictions.

7.3 Any use of the Service in violation of this Section 7 shall at all times constitute a material breach of the Agreement, and FK Media Group Ltd. may terminate the Service immediately (see also Section 12).

8. Changes and modifications

8.1 The User hereby expressly agrees and acknowledges that FK Media Group Ltd. shall have the right to change the fees and other provisions of these Terms of Use as it deems reasonable. The User shall be notified of such modification by e-mail sent to the e-mail address provided by the User no later than fifteen (15) days prior to the effective date of the proposed modification. The User shall be entitled to terminate the Contract in connection with the amendment no later than the date on which the amendment takes effect. FK Media Group Ltd. shall inform the User of his right of termination in the above notification. If the User does not terminate the Agreement before the entry into force of the amendment, the User shall be deemed to have accepted the amendment.

8.2 You hereby expressly agree and acknowledge that FK Media Group Ltd. shall be entitled to make material changes to the content of the Service within reason. The User shall be notified of such modification no later than fifteen (15) days prior to the planned modification taking effect, either by e-mail sent to the e-mail address provided by the User or by means of the Website. In connection with such material modification, the User shall be entitled to terminate the Contract as of the date of entry into force of the modification. FK Media Group Ltd. shall inform the User of his right of termination in the above notification. If the User does not terminate the Agreement before the entry into force of the amendment, the User shall be deemed to have accepted the amendment.

8.3 For the purposes of this clause 9.2, a change to the content shall be deemed to be material if the amount of content of the Service is substantially reduced or the general orientation of the content is substantially changed. No further version of a particular article type will be considered a material modification. A substantial modification is only a modification that results in a significant reduction in the number of articles, videos, podcasts presented on the Service. A significant reduction is a reduction of 50% or more of the total number of articles, videos or podcasts included in the total content of the Service.

8.4 In the event of termination under this clause 9, if the User has already made payments for the period following the termination of the Contract, FK Media Group Ltd. will refund the fees paid for the period affected by the termination within thirty (30) days of the expiry of the Contract.

Information to the User on modification and refund

8.5 Information regarding the modifications described above shall be communicated to the User in accordance with paragraph 11 below.

9. Loss of right of withdrawal

By entering into the Contract, the User expressly agrees that, immediately after entering into the Contract and paying the fee, the User will have access to the Service as set out in the Contract (i.e. the Contract will be performed immediately). The User hereby acknowledges that by accessing the Service (i.e. the Contract is fulfilled) before the expiry of the fourteen (14) day period for withdrawal from the Contract, the User forfeits the right to withdraw from the Contract within the fourteen (14) day period following the conclusion of the Contract, i.e. no refund is possible. If the User has entered into the Contract and the provision of the Service has commenced, but the User no longer wishes to use the Service and submit to the Contract, the User shall terminate the Contract in accordance with Clause 12 below. During the registration procedure, the User must expressly confirm (by ticking the relevant box) that he/she agrees to access the Service immediately after entering into the Contract and paying the fee (i.e. the Contract is fulfilled) and acknowledges that by accessing the Service before the expiry of the fourteen (14) day period for withdrawal from the Contract (i.e. the Contract is fulfilled), the User forfeits his/her right to withdraw from the Contract. This Clause 10 does not affect the User's right under Clause 2.4 to cancel the Service at any time during the Trial Period without having to pay for the Service.

10. Information for customers

10.1 FK Media Group Ltd. may not be held liable for any use of the information provided by you at the e-mail address you provided during registration or on the notify the User by publication in accordance with the applicable legislation.

10.2 The User shall update his/her contact details if they change during the use of the Service. The obligation of FK Media Group Ltd. to inform the User shall be deemed fulfilled if the notifications are sent to the User's last e-mail address, regardless of whether the User no longer uses the e-mail address or it is otherwise unavailable.

11. Duration and termination of the Contract

11.1 The Contract for the subscription to the Service is concluded for a subscription period of one (1) month, which is automatically extended by one (1) month until the User or FK Media Group Ltd. terminates the Contract in accordance with these Terms of Use. In the event of termination, except as provided in clause 9.4 above, the subscription fee paid in advance for the relevant period shall not be refunded and the User shall have access to the Service until the end of the relevant period. If the User has terminated the Service during the Trial Period or the 2.7., the subscription period shall begin on the first day of the Trial Period or Free Access Period and end on the last day of the Trial Period or Free Access Period, provided that the subscription period shall not be extended for additional periods of one (1) month until the User or FK Media Group Ltd. terminates the Contract in accordance with these Terms of Use.

11.2 If the User wishes to terminate the Contract, he/she can do so under the Profile menu. If FK Media Group Ltd. wishes to terminate the Contract, FK Media Group Ltd. will notify the User by e-mail. The Contract will terminate at the end of the current monthly period under the Contract in accordance with clause 12.1.

11.3 In the event of a change to the fees or the Terms of Use, the right of termination may be exercised in accordance with the provisions of Clause 9.

11.4 FK Media Group Ltd. has the right to terminate the Agreement with immediate effect and at the same time to

Immediately make the Service unavailable to the User in any of the following cases:

- (a) the User is in default of payment for at least two (2) days; or
- (b) there are reasonable grounds to believe that the User has become insolvent; or
- (c) the User abuses or violates the terms of the Trial Period, the Free Access Period; or
- (d) use the Service without authorisation or have reasonable grounds to suspect that such unauthorised use is taking place; or
- (e) the User has attempted to use a Trial Period more than one (1) time in twelve (12) consecutive months, or
- (f) the User has otherwise seriously or repeatedly breached the Contract.

12. Intellectual property rights

12.1 FK Media Group Ltd. grants the User a non-exclusive, non-transferable and limited right to view the content of the Service. The User may only use the Service and its content in accordance with the Agreement and for his/her own personal use.

12.2 The materials on the Website and the content of the Service are subject to copyright law, trademark law and other laws protecting intellectual property. Nothing in the Agreement with FK Media Group Ltd. shall confer on the User any ownership or any other intellectual property rights in the content of the Service or in the Service.

12.3 You may not share any content on this site, in whole or in part, without the written permission of FK Media Group Ltd. Sharing is only possible by clicking the "Share" button at the bottom of each page or by copying and pasting the URL.

13. Fuse

13.1 The User shall not act in a manner that interferes with, overburdens, damages or impairs the operation of the Service or the Website. Furthermore, the User shall not interfere with the use of the Service by other users.

13.2 You may not attempt to access any networks, computer systems, content or information connected to the Website or the Service without permission. Any breach of the above provision shall in all cases be considered a serious breach of the Agreement which may, among other things, lead to the immediate termination of the Agreement (see also section 12.).

14. Limitation of liability, breakdowns and outages

14.1 Any malfunction, outage or other failure of the Service must be reported to FK Media Group Ltd. as soon as possible. To the maximum extent permitted by law, FK Media Group Ltd. excludes its liability for failures of the Service that are beyond the control of FK Media Group Ltd., such as, but not limited to, the cases set out in clause 5.6 above or other failures that occur because the User is using an unauthorised device or that are attributable to the User. Force majeure is a cause beyond the control of FK Media Group Ltd.

14.2 In the event of malfunctions, outages or other failures which cause the Service to be unusable and for which FK Media Group Ltd. is responsible pursuant to clause 15.1, Users who request it shall be entitled to fair compensation in accordance with the applicable legislation. No compensation shall be payable to Users during the period of Service outages **which are** necessary for the maintenance of the Service.

FK Media Group Ltd. informs Users that three types of maintenance may occur:

Monthly scheduled maintenance: once a month between 01:00 and 05:00 Hungarian time will take place between.

Unplanned maintenance: this can take place between 01:00 and 05:00 Hungarian time on any day, if necessary for the operation.

Emergency maintenance: this may be carried out at any time, at any interval, if there is an urgent technical problem that fundamentally compromises the ability to fire the Service.

The Service is not available during the above mentioned maintenance. The scheduled maintenance will be notified to the User in advance.

15. Liability for damages

The User agrees to indemnify FK Media Group Ltd, its subsidiaries, employees, board members and contractual partners for any damages arising out of or in connection with the User's breach of the Agreement or the User's violation of applicable laws or the User's violation of any third party rights.

16. Transfer

FK Media Group Ltd. may, with the prior consent of the User, assign its rights, claims and obligations under the Agreement to any company in the FK Media Group Ltd. group of companies or to any third party that can reasonably be expected to perform its obligations under the Agreement to the User's satisfaction. The User may assign its rights and obligations under the Agreement with the prior consent of FK Media Group Ltd.

17. Links on the Website

The Website may contain links to websites operated by third parties. FK Media Group Ltd. has no control over, and accepts no responsibility for, such links or the content of the websites concerned. The User is entitled to visit such websites at his own risk.

18. Exclusion of withdrawal of rights

FK Media Group Ltd's failure to enforce any right granted in the Agreement or to take any action against the User for breach of the Agreement shall not be deemed to be an endorsement of that breach or any future similar breaches and shall in no way affect FK Media Group Ltd's rights under the Agreement.

19. Complaints and disputes

If the User is dissatisfied with the Service for any reason, the User may contact FK Media Group Ltd. using the contact details provided in section 21 or other contact details indicated on the Website. The User and FK Media Group Ltd. shall attempt to settle all disputes arising out of the Contract, primarily by amicable means. If the parties cannot reach an agreement, the dispute shall be settled by the competent ordinary court in Ukraine. The Contract shall be governed by Ukrainian law, unless otherwise provided for in the Contract. In addition, the User shall be entitled to enforce certain consumer protection rights and other mandatory provisions of Ukrainian law. Before applying to the competent court, the User, as a consumer, shall be entitled to lodge a complaint with a body in Ukraine competent to settle consumer complaints and disputes out of court. A list of Ukrainian dispute resolution bodies can be found here: <https://www.oecd.org/tax/dispute/ukraine-dispute-resolution-profile.pdf>

20. Contact

FK Media Group Ltd. can be contacted at the following address: its registered office is in Ukraine, 89463, Velikaya Dobron, Malodobronskaya 132; tax number: 44942711; fuzovelkifele@gmail.com. In case of cancellation, please use the following contact details: Profile menu item.