

# TERMS AND CONDITIONS

## I. USING THE WEBSITE

Your access to and use of [www.buildecon.com](http://www.buildecon.com) (hereinafter referred to as the **Site**) are subject to terms of the agreement below (hereinafter referred to as the **Agreement**). You consent to agree with the terms of this present Agreement by marking “I accept terms and conditions” on the Site and by clicking on “Submit” on the Site to complete your first order process. If you do not agree with the terms of this Agreement, unmark “I accept terms and conditions” and you will not be provided with access to Buildecon’s online available Products.

Please review our Privacy Policy, which also governs your visit to this Site, to understand our rules, practices and data protection system.

By marking „I accept terms and conditions” and using our services, you agree to be bound by the terms and conditions of this Agreement and the Privacy Policy.

### I. 1. COMMUNICATION

When you send e-mails to us, use our direct contact form or sign up for our newsletter, you are communicating with us electronically and hereby you give your consent to receive communications from us electronically.

We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing. In case you do not prefer online communication, you may contact us via phone or fax.

IMPORTANT! Considering that our products are copyrighted, the method of order our services is possible only in writing (printed and signed order form only, meaning a “prior written consent”) or by using attested electronic signature.

### I. 2. COPYRIGHT AND TRADEMARKS

Unless otherwise stated, the contents of this Site including, but not limited to, the text and images, graphics, digital downloads, data compilations, and software are the exclusive property of Buildecon or its content suppliers and protected by Hungarian and international copyright laws. “Buildecon” and other graphics, logos, page headers, button icons, scripts, and service names on this Site are trademarks or trade dress of Buildecon Ltd. or its partner.

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### **I. 3. YOUR ACCOUNT**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Buildecon generates every password discretely. This Site and its contents are provided “as is” and Buildecon makes no representation or warranty of any kind with respect to this Site or any site or service accessible through this Site. Buildecon expressly disclaims all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

In no event shall Buildecon be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising from or in connection with this Site, any content on or accessed through this Site or any site service linked to, or any copying, displaying, or use thereof.

### **I. 4. APPLICABLE LAW**

By visiting [www.buildecon.com](http://www.buildecon.com), you agree that the laws of Hungary, without regard to principles of conflict of laws, will govern this Terms of Use and any dispute of any sort that might arise between you and Buildecon.

## **II. BUSINESS RELATIONSHIPS**

### **II. 1. SPECIAL TERMS OF THE AGREEMENT**

Read the following terms of the Agreement carefully. By purchasing the Product, you agree to be bound by the terms of this Agreement. If you do not agree with the terms of this Agreement, do not order the Product. By completing the first order process, you become an authorized Buyer (hereinafter referred to as **Buyer**) of Buildecon.

Buildecon does not accept unauthorized idea submissions outside of established business relationships. To protect the interests of our current Buyers and ourselves, we treat the issue of such submissions with great care. Importantly, without a clear business relationship, Buildecon cannot and does not treat any such submissions in confidence. Accordingly, please do not communicate unauthorized idea submissions to Buildecon through this Site. Any ideas disclosed to Buildecon outside a pre-existing and documented confidential business relationship are not confidential and Buildecon may therefore develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. Buildecon will make every reasonable effort to return or destroy any unauthorized idea submissions without detailed review of them. However, if a review is necessary in Buildecon’s sole discretion, it will be with the understanding that Buildecon assumes no obligation to protect the confidentiality of your idea or compensate you for its disclosure or use. By submitting an idea or other detailed submission to Buildecon through this Site, you agree to be bound by the terms of this stated policy.

#### **II. 1. 1. PRICE OF PRODUCT/SERVICE**

Buildecon shall always post its actual prices of its products and services on its Site. Buildecon reserves the right to alter the prices without notice. That price shall be considered as valid which is confirmed by Buildecon via e-mail after receiving the order form; the invoice shall be issued accordingly.

## **II. 1. 2. MODE FOR PAYMENT**

Buildecon shall accept payment by bank transfer or by credit card (either by Visa or by MasterCard) through a link that shall be sent to Buyer via electronic mail (e-mail). After the delivery of the Product, Buildecon may issue an invoice in the amount of the order. The invoice shall be sent electronically or, upon the Buyer's request, by post as well. All invoices issued by Buildecon shall be paid by the Buyer within fifteen (15) days after the issue date thereof, unless otherwise agreed in writing. In the event of late payment, Buildecon may charge interest on the amount outstanding before and after judgment. Alternatively, for invoices unpaid 30 days after the due date, Buildecon may impose a surcharge equal to 2.5% of the outstanding amount. All fees are exclusive of value added taxes, which will be added to invoices where appropriate. Buildecon reserves the right to increase a quoted fee in the event that the Buyer requests a variation to the work agreed.

## **II. 1. 3. SPECIFICATION OF GOODS AND/OR SERVICES**

Buildecon's product (hereinafter referred to as the **Product**) may be a Country Report, Forecast Tables, or a Database.

## **II. 1. 4. TERMS OF DELIVERY**

The Product shall be delivered to the Buyer electronically or shall be downloadable by the Buyer via his/her Account on the Site. In case of any query or problem in connection with downloading, please contact us via [info@buildecon.com](mailto:info@buildecon.com). Access to products shall be given within 24 hours after the receipt of the signed order form.

## **II. 1. 5. TERMS FOR CANCELLATION**

In view of the nature of the service, any order - once confirmed by the Buyer - is not cancellable.

## **II. 1. 6. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT**

Buildecon grants you as Buyer the following rights provided that you as Buyer comply with our Terms and Conditions. Buildecon reserves all rights not expressly granted to the Buyer in this Agreement.

The Product is protected by copyright and other intellectual property laws and treaties. Buildecon owns the title, copyright, and other intellectual property rights in the Product. (1) You as Buyer may use, access, display or print copies of any Product only for internal use. (2) You as Buyer may not share, sell, rent, lease, lend, sublicense, and distribute otherwise transfer in whole or in part the Product. (3) You as Buyer may not modify or create derivative works based upon the Product. (4) You as Buyer may not disclose the results of any reports of the Product to any third party without Buildecon's prior written approval. (5) You as Buyer may not provide, disclose, divulge or make available to, or permit use of the Product in whole or in part by, any third party without Buildecon's prior written consent. (6) You as Buyer may not copy the Product except for a reasonable number of copies of Product for daily use, backup or archival purposes. (7) You as Buyer may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Product. (8) You as Buyer are not granted any rights to any trademarks or service marks of Buildecon.

- The Product is the exclusive property of Buildecon.
- Copying and distributing of any such copyrighted Product of Buildecon is strictly forbidden.
- The Company that has purchased the Product of Buildecon may circulate it only within that Company and may use it exclusively for its internal purposes.

- In case the Buyer is an association, it is strictly forbidden for it to distribute the Product of Buildecon to its members or companies that are members to it.
- Should you as Buyer use any part of the Product of Buildecon, you are obliged to use a clear indication of the source: 'Buildecon'.

Violation of Buildecon's copyright rules shall have immediate consequences. Those violating the above-mentioned copyright rules shall pay a compensation fee, without notice, which is calculated in the following way: ten times of the amount paid for the Product as is.

#### **II. 1. 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

Parties hereby agree that the reduced Price has been established by taking into account the limitation of responsibility of Buildecon in connection with the Product. In consideration of that, Parties mutually agree that Buildecon shall be responsible for any claim only up to the amount of the Price; any other additional material claim shall be excluded. Buildecon makes its best efforts to ensure that the data and information included in the Product shall be correct, however, mistakes of the resource materials and the circumstances not considered during the drafting of the Product may influence the accuracy of the information. The Buyer shall take into account that the Product provided by Buildecon is not comprehensive and regard only to the stipulated period in time. The Buyer takes the only responsibility for every market decision made upon the information provided by Buildecon.

#### **II. 1. 8. APPLICABLE LAW**

Buildecon maintains this Site in Budapest, Hungary, and you as Buyer agree that these terms of use and any legal action or proceedings relating to this Site shall be governed by the laws of Hungary. If you as Buyer attempt to bring any legal proceedings against Buildecon, you specifically acknowledge that the exclusive jurisdiction of the competent Hungarian Court is stipulated to decide the legal dispute.

You as Buyer are responsible for complying with the laws of the jurisdiction from which you are accessing this Site and you agree that you will not access or use the information on this Site in violation of such laws. Unless expressly stated otherwise herein, any information submitted by you as Buyer through this Site shall be deemed non-confidential and non-proprietary. See our Privacy Policy. You as Buyer represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you as Buyer not submit information you consider confidential.