
GENERAL TERMS AND CONDITIONS

Torrent Detective Kft.

2018

TORRENT DETECTIVE GENERAL TERMS AND CONDITIONS

The present general terms and conditions (hereinafter: “**GTC**”) contain the conditions of the services provided by Torrent Detective Kft. relating to the intellectual property rights protection against any infringement of such rights committed on torrent sites and other illegal data distribution platforms (hereinafter: “**Services**”) available on the www.torrentdetective.com website (hereinafter: “**Website**”), as well as the newsletter service (hereinafter: “**Newsletter**”), furthermore all relevant circumstances regarding the Services and Newsletter.

The Services are only available to users who in advance accept the present GTC, which shall be expressly accepted by the user together with the privacy policy of Torrent Detective (hereinafter: “**Policy**”) during the registration procedure either by sending the duly signed GTC by post to the registered seat of Torrent Detective or on the Website, thus the user is bound by the present GTC, as well as the Policy. The Policy forms an integral part of the present GTC and shall be interpreted by in accordance with its provisions. The Policy is available here: <http://torrentdetective.com/dpa.pdf>

The present General Terms and Conditions are effective from September 1, 2018.

1. The service provider

Name of the company: **Torrent Detective Korlátolt Felelősségű Társaság** (hereinafter: “**Torrent Detective**”)

Registered seat: **H-9022 Győr, Szent István út 16. a. ép. fszt. 2., Hungary**

EU tax number: **HU26285434**

Registration number at the Tribunal of Győr as a Court of Registration: **08-09-029844**

E-mail address: hello@torrentdetective.com

Language of GTC: **English / Hungarian**

Phone: **+36303733611**

Contact person: **László Kovács**

2. User

The B2B user is a user who registers on the Website on behalf of a legal entity or whose user account will be created on demand by Torrent Detective (hereinafter: “**B2B User**”).

The B2C user is a user who registers on the Website as an individual person (hereinafter: “**B2C User**”).

(B2B User and B2C User hereinafter together: “**User**”)

3. The scope and amendment of the GTC

Torrent Detective reserves the right to update or amend all or any part of the present GTC at any time. Torrent Detective informs the Users about the latest amendments of the GTC by a short notice on his Website. The GTC and its amendments shall enter into force on the date of its publication. After the publication of such amendment, the User accepts and agrees to be bound by the provisions of the amended GTC in effect.

4. The Services

4.1 The description of the Services

The Services provided by Torrent Detective help the Users to protect their intellectual property rights and eliminate the infringement of such rights committed on torrent sites and other illegal data

distribution platforms by operating and providing a revolutionary solution, a proprietary algorithm that seeks and detects online releases on torrent sites and by removing the detected and wrongfully held or presented contents from the internet. Torrent Detective's algorithm can monitor and detect any intellectual property rights. The proprietary algorithm of Torrent Detective that monitors torrent websites and other illegal data distribution platforms was designed to find intellectual property infringements according to the provisions of the *Data Millennium Copyright Act* (hereinafter: "DMCA") of the United States of America. Therefore, the Services of Torrent Detective may only be available to detect and remove contents from the internet that infringe the provisions and obligations set forth in the DMCA. Upon individual agreement of the User and Torrent Detective infringement of other legislation can be detected and removed by Torrent Detective.

The Services available on the Website may only be used after registering either by sending the duly signed GTC by post to the registered seat of Torrent Detective or on the Website, therefore only registered Users can use the Services of Torrent Detective. Visitors who may visit the Website are not allowed to use or reach the Services.

By registering on the Website Torrent Detective provides the Users according to the present GTC a non-transferable and limited right to use its copyrighted software.

After registering on the Website, the Users are allowed to use the following Services:

- (i) the Users may provide Torrent Detective with the product (hereinafter: "**Product**") that will be monitored on the websites listed by Torrent Detective;
- (ii) if Torrent Detective finds the given Product on one of the listed website it will automatically initiate its procedure - depending on the chosen payment construction - on removing the wrongfully held or presented content with the following steps:
 - a) Torrent Detective will send a takedown notice on behalf of the User to the website where the content is wrongfully held or presented;
 - b) if, after the elapse of the reasonable time given in the takedown notice, no action was taken to remove the wrongfully held or presented content of the User, Torrent Detective will send a takedown notice to the operator or the host or the server provider of the website concerned;
 - c) if the above mentioned did not succeed, Torrent Detective will send an abuse notice to the domain provider of the website concerned,
 - d) in case of an unsuccessful abuse notice to the domain provider, Torrent Detective will send an abuse notice to the IP provider of the website concerned.
- (iii) if, despite of the above-mentioned removal procedure, the wrongfully held or presented content of the User has not yet been removed, the User may choose one of the following possibility:
 - a) the repetition of the removal procedure described under section (ii) above with a legal counsel letter before action;
 - b) issuing a written demand on compensation; or
 - c) charging with intellectual property infringement at the competent authority.

Apart from the above Services Torrent Detective will try to remove the wrongfully held or presented content from the results of search engine hits, furthermore provides its removal procedure for the Users who may find their wrongfully held or presented content on a website outside the scope of the present GTC.

As a premium service Torrent Detective offers the entire removal procedure described under section 4.1 (ii) above and all possibilities described under section 4.1 (iii) above.

In order to prove the legality and authorization to represent the User during the attempt of the removal procedure Torrent Detective requires the Users to fill and sign and send the scanned version of the filled and signed Power of Attorney attached to the present GTC as *Annex I* via email to the hello@torrentdetective.com email address and by post in 3 (three) copies to the registered seat of Torrent Detective. Without a properly filled and duly signed Power of Attorney Torrent Detective is not able, therefore not obliged, to attempt the removal procedure and send takedown and/or abuse notices or make the necessary declarations as indicated under sections 4.1 (ii) and (iii).

4.2 Registration

Registration is obligatory to use the Services.

During the registration process the e-mail address is required.

During the registration either by sending the duly signed GTC by post to the registered seat of Torrent Detective or on the Website the User shall provide Torrent Detective with the following information:

- (i) company name
- (ii) name of the contact person
- (iii) email address of the contact person
- (iv) phone number
- (v) VAT number
- (vi) company physical address

Torrent Detective shall not be held liable for any damages arising from data wrongly and/or incorrectly given by the User. The User can any time change the data given during the registration including the identifier. The registration shall be done once by the User, in case of further accesses to the Website this step is not required anymore.

Torrent Detective shall not be held liable for any damages arising from being the Users' identifier and/or password available to unauthorized persons. The User can request assistance from Torrent Detective at the hello@torrentdetective.com e-mail address in case the identifier and/or the password is forgotten, lost or becomes available to unauthorized persons.

The User, based on his/her actions made on the Website, receives from time to time customized messages to the email address given during the registration, in which Torrent Detective informs the User among others on the latest discounts, the update of the list on monitored websites or other useful information.

4.3 The territorial scope of the Website

The Website can be accessed from anywhere through the Internet. There is no limit to the usage of the Website, except for the technical limitations possible.

4.4 The terms of the use of the Services

The Services are available to Users only who are at least 18 years of age.

5. The Website and Newsletter service

Torrent Detective, through the Website under the domain name www.torrentdetective.com operated by Torrent Detective, makes available the Services, as well as informs the User about the news and information on the Services and provides the option to the visitors of the Website to request Torrent Detective's Newsletter service.

5.1 The terms of requesting the Newsletter service

The Newsletter service offered through the Website is available only to Users who are at least 18 years of age.

The Newsletter service can be also requested during the registration by clicking the proper box. Torrent Detective may send Newsletters to its B2B Users on the legal basis of legitimate interest of Torrent Detective.

6. The conclusion of the contract between Torrent Detective and the User

6.1 The conclusion of the contract for the Services

The Users, B2B Users and B2C Users may conclude a contract with Torrent Detective the following ways.

Users may conclude a contract by duly signing the present GTC and sending the duly signed GTC by post to the registered seat of Torrent Detective and by sending it to the following email address: hello@torrentdetective.com. The executed contract will be filed and will be held both in its physical and electronic form in English or Hungarian language and does not refer to any code of conduct. The subject of the contract is the Services available for Users through the Website. After receiving the duly signed contract Torrent Detective will create the User's profile and provide the User with the necessary information to access the profile.

Users may also conclude a contract by accepting the present GTC when registering on the Website, before finalizing his/her registration. The concluded contract will not be filed, it will be concluded in electronic form only in English or Hungarian language and does not refer to any code of conduct. The subject of the contract is the Services available for Users through the Website.

Torrent Detective shall not be liable for breach of contract or non-contractual performance in cases which are attributed to external causes unavoidable by Torrent Detective.

6.2 Payment conditions

The Services that are available in exchange for payment can be obtained by payment made by wiring the certain amount of money through the payment service provider (such as OTP Simple, Barion) of Torrent Detective through the process indicated on the Website.

To the rules of payment of the amounts indicated on the Website, including the conditions of using the payment service, conditions of starting and recalling the payment operations, the respective rules of the payment service provider of Torrent Detective are applicable which are established independent from Torrent Detective.

6.3 The payment and discount

The Services that are available in exchange for payment can be obtained by the User after paying the amount of the payment construction selected as follows:

- (i) regular payment per year subscription,
- (ii) premium payment per year subscription.

The payment constructions indicated above contain different Services:

- a) the regular payment per year subscription contains the monitoring of the listed infringing websites, sending a takedown notice to the website concerned described under section 4.1 (ii) point a) above;
- b) the premium payment per year subscription contains the monitoring of the listed infringing websites and all element of attempting the removal procedure indicated under sections 4.1 (ii) and (iii);
- c) upon individual agreement Torrent Detective performs the manual research of each Product, furthermore attempts to remove the wrongfully held or presented content from the search results of the search engines, additionally initiates the attempting of the removal procedure on the wrongfully held or presented content found by the User on a website which does not fall within the scope of the present GTC.

Discounts on both the regular and premium subscriptions could be available to all Users on case-by-case agreements. Discount agreements may be settled on quantitative basis, or by granting to Torrent Detective a certain percent after each compensation paid by the individual or legal person who infringed the intellectual property rights of the User and who was found by Torrent Detective.

If the User finds infringing content on websites which does not fall within the scope of the present GTC than the attempt of the removal of this content can be ordered from Torrent Detective. The attempt of the removal of such content falls outside the scope of the payment constructions described above, therefore such removal shall only be initiated after paying the amount of payment indicated on the Website.

The all-time price of each Service that is available in exchange for payment is indicated next to the content of each Services. The prices indicated do include VAT.

If, however, the price is apparently unreasonable and/or is a manifest writing error, that price shall not be considered binding. If such a case occurs, please contact us immediately.

Besides the discounts described above Torrent Detective is entitled to provide discounts, special offer purchases (hereinafter: “**Discounts**”) to the all of its Users at dates and duration determined solely by Torrent Detective. The availability and conditions of the Discounts shall be indicated by Torrent Detective on the Website to inform the Users. Torrent Detective is entitled to introduce, terminate, modify the conditions of the Discounts at its own discretion may be changed from time-to time, of which change shall be without delay indicated next the Services and, on the Website, to inform the Users. To avoid any misunderstanding the Discounts regulated under this section shall not be confused with the discounts available on case-by-case agreements.

Torrent Detective is entitled to allocate Discount codes for Users determined solely by Torrent Detective. Torrent Detective is entitled to determine the conditions of the Discounts and obliged to inform the given Users about it.

7. The termination of the contract existing between Torrent Detective and the User

The contract concluded between Torrent Detective and the User, according to Article 6.1 of the present GTC, may be terminated anytime unilaterally by the User by deleting the user account. Deletion of the user account during the subscription period does not entitle the User to demand the reimbursement of the unused pro-rata subscription fee.

The contract concluded between Torrent Detective and the User, according to Article 6.1 of the present GTC, may be terminated by Torrent Detective unilaterally with a 15 days' notice period, in which case the User is entitled to demand the reimbursement of the unused pro rata subscription fee.

Torrent Detective is entitled to terminate the contract, concluded according to Article 6.1 of the present GTC, unilaterally and without notice period in case of the User's material breach. Material breach means the infringement of Torrent Detective's intellectual property rights, as well as unauthorized or wrongful use of the Services. In case of the material breach of the User, the User is not entitled to demand the reimbursement of the unused pro rata subscription fee.

8. The use of the Website, and its continuous operation

Torrent Detective shall take all reasonable effort possible to ensure the continuous availability of the Website, but Torrent Detective cannot guarantee its continuous operation. Torrent Detective shall not be held liable for any direct or indirect damages arising from technical breakdowns, outages or destructive applications or programs placed by third parties. Torrent Detective shall take all reasonable measures in order to ensure the visit of the Website, and the safety and the reliability of the Website, however technical failures may still arise and in connection with this possibility, the acknowledgement of the Users of the Website is presupposed by Torrent Detective.

9. Liability and indemnification

Torrent Detective shall take all reasonable effort to ensure the completeness and correctness of the content available on the Website and in the Services, however Torrent Detective shall not be liable for any damage arising from any inaccuracy or incompleteness of the information thereon.

Torrent Detective shall not be held liable for any unsuccessful or false research regarding the given Product.

In no event will Torrent Detective or any other party who has been involved in the creation, production, distribution, promotion or marketing of the licensed materials be liable to you or any other party for any special, indirect, incidental, reliance, exemplary, or consequential damages, including, without limitation, loss of data or profits, or for inability to use the licensed materials, even if Torrent Detective or such other party has been advised of the possibility of such damages.

The Users shall defend, indemnify and hold harmless Torrent Detective, its affiliates and their respective officers, directors and employees from and against any action, suit, claim, damages, liability, costs and expenses (including reasonable attorney's fees and costs), arising out of

- (i) the User's intentional or grossly negligent misrepresentation of fact or data relating to the terms of this GTC or the Services provided hereunder;
- (ii) any claim that any material supplied to Torrent Detective by the User infringes any copyright, trademark, patent or trade secret rights of any third party on account of the use or possession of the said materials by Torrent Detective regarding the Services provided under the present GTC;

The provisions set forth under this section shall survive the termination of the present GTC.

10. Copyrights and confidentiality

The full content of the Website, in particular including but not limited the data, information, pictures, descriptions, texts, illustrations available on the Website, the design, appearance and the structure of the Website, and the execution of particular functions are constituting the exclusive ownership of Torrent Detective and as such protected by copyright laws. Without the express, prior written consent of Torrent Detective, the use of the abovementioned elements violates the copyright of Torrent Detective and will entail legal consequences. The placement of the Website's reference link on other sites is allowed, in case the reference link leads to the homepage, however, references to the internal pages of the Website are permitted only for the contents of the entire page and are subject to the prior approval of Torrent Detective. The reference link in either case shall not be made in such form or way that the Website, or its inner page or its content would appear as a content of a different website.

The use of the Website and the Services shall under no circumstances result in the source code being decrypted or deciphered by anyone or in any other way infringe the intellectual property rights of Torrent Detective. It is also forbidden to adapt or decrypt the content or any part of the Website and the Services; to unfairly create a User profile; the use of any application by which the Application or any of its part can be modified or indexed (e.g. search bot, or any other decryption).

11. Dispute

Torrent Detective shall make all effort to settle any contractual dispute or disagreement between Torrent Detective and the User using the Services out of court in an amicable way by the parties. In case the dispute cannot be resolved by negotiation, the Hungarian ordinary court at the seat of Torrent Detective and the amount of the dispute will be exclusively competent in connection with the dispute arising from or relating to the contract.

Issues not expressly regulated in the present GTC shall be governed by the applicable Hungarian laws and regulatory requirements regarding the business activity related to the Application of Torrent Detective and the applicable provisions of Act V of 2013 on the Hungarian Civil Code without any separate stipulation.

Please accept the present GTC only, if you agree with the above.

If you have any further questions regarding the GTC, please contact us at hello@torrentdetective.com

Click here to view and download the printer-friendly version of the present GTC.

Annex I.

POWER OF ATTORNEY

I, the undersigned **[name of the User / User's representative]** (address: **[...]**; place and date of birth: **[...]**) as **[title of the representative]** of the **[name of the company]** (registered seat: **[...]**; registration number: **[...]**); hereinafter: the “**Company**”) hereby authorize the

Torrent Detective Korlátolt Felelősségű Társaság

(registered seat: H-9022 Győr, Szent István út 16. a. ép. fszt. 2., Hungary; registration number: 08-09-029844; tax number: 26285434-2-08; represented by: László Kovács managing director)

to represent the Company against **[name of the legal entity]** (registered seat: **[...]**; registration number: **[...]**; hereinafter: “**Adverse Party**”) in the matter of dispute on infringement of the intellectual property rights of the Company between the Company and Adverse Party before the competent courts, authorities and third parties, and to sign, deposit and receive all documents in the name of the Company and to make all necessary declarations.

This power of attorney shall remain valid until withdrawal.

[place and date of signing],

[name of the representative]
[title of the representative]
[name of the company]