



General Terms and Conditions

effective from 16 December 2020 until revoked

1. General information, contact details

Service Provider: POTZAK.ORG Zrt.
Headquarters: 97 Hegedűs Gy. str B. bld. 2nd fl., 1133 Budapest
Company registration number: 01-10-141091
Tax number: 28838090-2-41
Court of registration: Budapest-Capital Regional Court
Representative: Viktor Lajos Nagy director
E-mail: info@bellyy.io
Website: www.bellyy.io
Bank account number: **126000161314892030834576**

IBAN HU13126000161314892030834576
BIC TRWIBEBB
BANK Wise Europe SA
ADDRESS AVENUE LOUISE 54, ROOM S52
CITY Brussels
ZIP 1000

2. Definitions

GTC: These General Terms and Conditions.

Service Provider: The company identified above that provides the Service under these GTC.

Customer: The natural person who registers on the website operated by the Service Provider and uses the Services.

Website: The website operated by the Service Provider for the provision of the Service.
www.bellyy.io

Consumer: A natural person acting outside the scope of his or her profession, self-employment or business activity.

3. Privacy policy

The Service Provider's Privacy Policy is available on the Website. Registration on the Website and use of the Service(s) is subject to the Customer's knowledge and acceptance of the contents of the Privacy Policy.

4. Contracting

A contract for the Service may be validly concluded by a natural person over the age of 18 who is a consumer when using the Service.

The contract for the use of the portal is concluded between the Customer and the Service Provider during the registration of the Customer on the Website, after reading the GTC, by clicking on the "Registration" button. The acceptance of the GTC and the Privacy Policy is required to finalize the Registration.

During the contracting process, the Customer must provide his/her full name, e-mail address and the password he/she wishes to use.

The Customer is responsible for keeping the registration data confidential, in particular the password. In the event of unauthorized access (or suspicion thereof), the Customer shall be obliged to change his password and notify the Service Provider at the same time.

Customers have the option to upload a profile picture in their profile. It is forbidden to upload a picture that is offensive in any way, that is contrary to public morality or that contains any illegal activity. Service Provider is entitled to unilaterally delete such content.

The contract for the purchase of the Service is concluded upon the order of the Training Program available on the Website by the Customer.

5. Service

The Service Provider provides the following services related to the problem of the Diastasis Recti on the Website. The Services do not constitute health care under the Health Care Act. To use the Service, you need a suitable internet connection and a computer device.

5.1. Condition assessment

Customers can find out if they are affected by the problem of a Diastasis Recti by taking the free Condition assessment including a video and a series of questions available on the Website.

5.2. Exercise program

The Exercise Program is a digital exercise program to improve/eliminate the problem of Diastasis Recti. This gives the Customer access to a series of videos and a series of follow-up questions after purchase.

6. Medical declaration, materials and use

The condition assessment and exercises are carried out voluntarily by the Customer at his/her own risk. In case of doubt, the Customer shall be obliged to cease the exercises and consult a specialist before carrying out the exercises.

The Service Provider (nor any of its employees) will not provide any medical advice, diagnosis, medical care or treatment as part of the Service. Nothing on this website or in the practices should be construed as medical advice or recommendation.

The documents, information and/or suggestions (collectively, the “Materials”) made available through the Service are for informational purposes only, are not medical advice or treatment guidelines, and are not a substitute for medical advice. The Materials reflect the research and experience of the Service Provider and its collaborating partners. None of the Materials should be considered as a recommendation for the treatment of any disease, medical problem or medical condition. Surgical or prescribing protocols may vary significantly from country to country.

The Materials are not a substitute for medical consultation, diagnosis and/or treatment. The Materials should not be considered as an alternative to medical care. The Provider expressly excludes any liability for any damage, loss, cost, injury or other consequence that the Customer or any third party may suffer as a result of relying on the Materials.

The Customer may contact a health care provider in case of any medical questions or doubts.

The licence granted is limited to the extent necessary for the proper use of the Service and the Materials; it does not cover, in particular, the distribution, adaptation and the reproduction, rental and leasing of works of the Materials. The Customer acquires the right to use the Materials only for the uses expressly granted in the Contract, and is thus entitled to use the Materials within the framework of the Service; all other rights are expressly reserved by the Service Provider as the holder of these rights. Customer shall not be entitled to copy the Software or Materials (except as expressly permitted), reverse engineer, recover the source code in any way, or modify the Software or Materials.

7. Service fees, payment of fees

The Condition assessment as defined in point 5.1 is free of charge.

The Service Provider shall publish the price of the Exercise program as set out in clause 5.2 on the Website in all cases.

The customer can reimburse the Exercise program fee by direct bank transfer or PayPal. The payment is successful if the amount is credited to an account of the Service Provider.

Payment of the Service Fee is due immediately upon ordering the Service.

8. Responsibility

The Customer acknowledges that the Service and the Materials are provided on an “as is” or “as available” basis, and that the Customer may use them only at his/her own risk.

Except in cases of non-excludable liability, the Service Provider shall not be liable for any damages incurred in connection with the use of the Service. Thus, the Service Provider shall not be liable, to the extent permitted by applicable law, for any loss of revenue or profit, loss of sales opportunities, loss of data, loss of business, or any special, direct or indirect damages, regardless of the manner in which such damages are caused, even if the Service Provider has been previously notified of the possibility of such damages. Furthermore, the Service Provider shall not be liable for any damage caused by the correct or incorrect use of the Software or by force majeure. The Service Provider shall not be liable for any loss or termination of your access to the Service or for any damages resulting therefrom. The Service Provider is expressly not liable for any material and/or non-material damage arising from the use and/or non-use of the advice provided in the Service or any information available on the Platforms.

The Service Provider does not warrant that (a) the Service will fully meet your specific needs, the Website will interoperate with your other software, (b) the Website or the Service will operate uninterrupted, secure, error-free, (c) the data generated by the use of the Service will be reliable and accurate in all cases, (d) any errors in the Service or the Website will be corrected immediately. No oral or written information given by the Service Provider or its representative shall create any other liability on the part of the Service Provider beyond that stated herein.

The Customer may use the information obtained during the Service solely at his/her own risk. The Service is not intended to replace a medical examination or nursing consultation based on a personal appearance, and the Service is not intended to be used solely to make a decision requiring medical or other health care services. If the Customer requires specialist treatment or advice, he/she should consult a suitably qualified and specialized medical practitioner and the Service is not a substitute for professional medical treatment or advice.

9. Consumer rights

9.1. Right of withdrawal and termination

The Customer may exercise the right of withdrawal by sending a clear statement to the Service Provider by e-mail, *prior to the payment of the service fee, within 14 days* from the conclusion of the contract. The Customer may also exercise his right of withdrawal by using the withdrawal declaration in Annex 2 of Government Decree No. 45/2014 (II.26.).

The Customer expressly acknowledges that pursuant to Article 29 (1) a) of Government Decree No.45/2014 (26.II.2014), the Customer may not exercise its right of withdrawal/cancellation in the case of a contract for the provision of services after the entire performance of the service, if the performance has been commenced by the Service Provider with the express prior consent of the Customer, and the Customer has acknowledged that he/shel will lose his/her right of withdrawal/cancellation after the entire performance of the service.

The Customer's act of completing the registration process and paying the Training Program fee to the Service Provider, and thereby accessing the Service in accordance with the provisions of these GTC, shall be deemed to be the commencement of the provision of the Service with the Customer's express prior consent.

9.2. Handling complaints

If you have any complaints about the Service, you may send your complaint by post to the registered office of the Service Provider or by e-mail to info@bellyy.io.

Once the complaint has been investigated, the Customer will be notified about the outcome of the investigation within 30 days.

If you are not satisfied with the outcome, you have the right to appeal to the Budapest Board of Conciliation, II./310. Krisztina krt., 1016 Budapest

9.3. Warranty, guarantee

9.3.1. Warranty for accessories

On the basis of these terms, Service Provider shall be liable to provide warranty for lack of conformity.

On the basis of warranty rights, Consumer shall have the option:

1. a) to choose either repair or replacement, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the Service Provider as compared to the alternative remedy, taking into account the value the service would have had there been no lack of conformity, the significance of the non-performance, and the harm caused to the Consumer upon compliance with the warranty right; or
- 2.b) to ask for a commensurate reduction in the consideration, repair the defect himself or have it repaired at the Service Provider's expense, or to withdraw from the contract if Service Provider refuses to provide repair or replacement or is unable to fulfill that obligation under

the conditions described below, or if repair or replacement no longer serves the Consumer's interest.

Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the Customer, taking account of the nature of the service and the purpose for which the Customer required the Service.

Customer shall be required to inform Service Provider of any lack of conformity without delay of the time it is detected. Customer shall be liable for any damage that results from late notification. Customer's right to warranty shall lapse after two years from the fulfillment of the contract.

As regards any part of the Service that has been repaired or replaced, the limitation period for the right to warranty shall recommence. This provision shall apply also when another defect emerges in consequence of the repair.

Within six months of the fulfillment of the present contract, the warranty claim is not subject to any condition other than the reporting of the defect. However, after six months of the fulfillment, Consumer is required to prove that defect detected was already at the time of fulfillment.

9.3.2. Commercial guarantee

Service provider does not offer commercial guarantee nor is he obligated to do so by any law.

10. Copyrights

The Website is protected by copyright. The Service Provider is the copyright owner of all content displayed on the Website and any copyrighted works or other intellectual property made available through the provision of the Service through the Site (including, without limitation, all videos, graphics and other materials, the layout, the interface structure of the Website, software and other solutions, ideas and implementations used). Customer acknowledges that the Service contains protected intellectual property, and that Customer is not entitled to use or exploit such intellectual property beyond the rights expressly granted to him/her.

All trademarks (brand names, logos, etc.) are the property of the Service Provider. Neither the registration, nor the use of the Website, nor any provision of the GTC shall grant the Customer any right to use or exploit the trade names or trademarks of the Service Provider.

11. Amendment and termination of the contract

The Service Provider may modify the provisions of these GTC at any time in writing by publishing the version in force on the Website. If the content of the GTC is amended, the Service Provider shall publish the amendment on the Website. The Customer agrees that if he/she continues to use the Service after the amendment of the GTC, he/she shall be bound by the provisions of the GTC in force at the time.

The contract remains in force until terminated by the Customer or the Service Provider. Furthermore, the contract and the licence granted under it shall terminate automatically without notice if the Customer fails to comply with the terms of the contract and the licence. Upon termination of the contract or licence, the Customer shall cease using the Service and the Materials and shall remove all copies of the Materials or any stored part thereof.

The Service Provider reserves the right to decide to discontinue the Service, to stop providing it at any time, to limit it, taking into account the applicable legal provisions and regulations, without prior notice to the Customers. In such case, the Service Provider shall not be liable if it has acted in accordance with the applicable laws and regulations.

12. Miscellaneous provisions

The contract(s) concluded by the parties shall be governed by Hungarian law and shall be subject to the exclusive jurisdiction of the Hungarian courts. The language of the contract is Hungarian.

The concluded contract does not constitute a written contract and will not be subsequently available to the Customer. The Supplier does not have a code of conduct governing its operations.

Prior to the conclusion of the contract, the Service Provider shall ensure the correction of incorrectly provided Customer data on the registration interface of the Website.

The parties shall seek to settle any disputes arising from the contract, in the first instance by conciliation.

If any provision of these GTC is or becomes invalid or unenforceable for any reason, the validity of the remaining provisions of these GTC shall not be affected.