

GENERAL TERMS AND CONDITIONS

Hunorganic Gyártó és Nagykereskedelmi Korlátolt Felelősségű Társaság (seat: 1143 Budapest, Hungária köz 5., company registration number: 01-09-354762, represented by: György Fider, managing director), in its co-creator project (hereinafter referred to as: "Project") advertised on <http://itsusfood.com> (hereinafter referred to as: "Website"), enters into a contract with the submitters of the recipes selected by Hunorganic for the manufacture of the products in accordance with the following general terms and conditions ("GTC").

1. Hunorganic is a company which mainly manufactures and sells gluten-free, private label food products.
2. With regard to the determination of Hunorganic, to value its customers, in its project related to this agreement, from the recipes submitted by its customers, it makes a product (products) in accordance with the recipes selected by Hunorganic, and indicates on the packaging of the product the first name, age, nationality, photo of the person submitting the recipe, and a quotation/product description /suggestion of use given by this customer.
3. By filling in and sending the electronic form on the Website, the Co-creator declares that it has received, read, understood and accepts these GTC and the data protection information ("Data Protection Information") before sending it.
4. Co-creator represents and warrants that the data and information provided in the electronic form is real, accurate and up to date.
5. Hunorganic electronically records the arrival of the electronic form, of which it notifies the Co-creator via email. However, this notification does not constitute a selection of the recipe or product idea submitted by the Co-creator, or a commitment to manufacture the product.
6. Hunorganic records, processes, analyzes the incoming recipes and product ideas in its database and decides at its own discretion which of them it intends to implement as a product in accordance with the provisions of this GTC. If Hunorganic finds the recipe or product idea worth implementing, it will send a notification to the Co-creator via e-mail.
7. Thereafter, the contract between the parties shall be concluded in writing in accordance with the terms and conditions set forth in this GTC. The contract concluded between the parties shall be deemed to be a written contract.
8. Co-creator voluntarily consents to the production and sale of the recipe and product idea submitted by them and selected by Hunorganic as a private label product of Hunorganic, and to the indication of the following data of the Co-creator:
 - first name,
 - age,
 - citizenship, nationality, address (country, city),
 - photo,
 - quotation/product description/suggestion of use given by the Co-creator,
 - hobby,
 - marital status,
 - signature.
9. The provision of the recipe, product idea and above-mentioned data with the consent to their use is completely voluntary from the Co-creator.

10. Co-creator represents and warrants that the recipe and product idea submitted by them is their own idea and that Co-creator is entitled to the handover of them to Hunorganic.
11. Co-creator accepts that Hunorganic may take photographs and videos of them and these recordings may be used in the marketing campaign of Hunorganic, on their website and social media platforms.
12. Co-creator is not entitled to any remuneration or royalties regarding to the handover of the recipe, product idea or personal data, the production and sale of the product of the recipe, product idea and the publication of the recordings made about it.
13. Co-creator undertakes not to provide any recipe or product idea related to a similar product to the competitors of Hunorganic during the scope of this agreement, and not to enter into an agreement with the competitors of Hunorganic with a similar content to this agreement.
14. Co-creator shall have the personal rights of intellectual works; however, Co-creator may not refuse or withdraw the disclosure of the intellectual properties.
15. Co-creator grants permission to Hunorganic to the use of intellectual property (recipe, product idea) and personal data provided by them exclusively and unrestrictedly. Co-creator may not grant any other license regarding a recipe or product idea to any other person without the prior written permission of Hunorganic and may not be entitled to the commercial use of any intellectual property unless Hunorganic has given prior written consent to that. Hunorganic's right of use under this Agreement shall be unlimited in territory (geographically), time, manner and extent.
16. Hunorganic is entitled to transfer the use of intellectual property (recipe, product idea) to a third party. Hunorganic is entitled to reconstruct and reproduce the intellectual creations (recipe, product idea), as well as to further develop and modify them. Hunorganic is not obliged to inform Co-creator about the modification. Hunorganic is also entitled to indicate data provided by Co-creator on the package of the product in case of modifications to the recipe or packaging by Hunorganic.
17. The parties mutually waive their right to challenge the contract before court claiming that the contract infringes the legitimate interest of the Co-creator to obtain a proportional profit from the result of using the intellectual properties if the significant increase in demand of using the intellectual properties causes a gross disparity between the value and consideration of the parties' services.
18. The license is granted for an indefinite period. Co-creator is not entitled to withdraw the license within five years of the conclusion of the contract based on that Hunorganic does not start using the intellectual property within the time generally expected in similar circumstances or that Hunorganic uses the license in a manner unsuitable for implementing the aims of the contract or uses the license inappropriately.
19. Co-creator irrevocably consents to that Hunorganic may, without a specific licence granted by Co-creator, observe and study the concepts and functioning of proceedings regarding the intellectual properties, and examine the intellectual properties for the purpose of understanding the concepts, proceedings and principles that form a basis to any element of the intellectual properties.
20. Issues not regulated by the contract shall be governed by the provisions of the Civil Code and by the related Hungarian legislation.

Budapest, March 31, 2020

Hunorganic Kft.