# **General Terms and Conditions**

The document titled "General Terms and Conditions" (hereinafter referred to as "T&C") – in addition to the provisions of mandatory legal regulations – contains the terms of use for the services offered by the Service Provider (hereinafter referred to as "Service Provider") on the website <u>https://www.comprehandservices.hu</u>, as well as the rights and obligations of the Customer (hereinafter referred to as "Customer") and the Service Provider, the terms for placing orders and contracting on the website operated by the Service Provider, the conditions pertaining to the contractual relationship established through contract formation (including deadlines for performance and payment conditions), liability rules, provisions regarding warranties, and the conditions for exercising the right of withdrawal.

Please read this document carefully before finalizing your order, as by finalizing your order, the Customer accepts the provisions of this T&C, and the T&C constitutes an integral part of the contract between the Customer and the Service Provider.

The following rules defined in this T&C do not apply to other websites accessed through the <u>https://www.comprehandservices.hu</u> website, regardless of their nature, the services they provide, or the provider's identity. The technical information necessary for using the website, which is not included in this T&C, is provided by other available information on the website.

For questions arising regarding certain services offered by the website, the ordering process, and the process of service fulfilment, you can reach us using the contact information provided in the "SERVICE PROVIDER'S DETAILS" section of this T&C.

This T&C is continuously accessible on the following website: <u>https://www.comprehandservices.hu/terms-and-conditions</u> and can be downloaded. Additionally, it can be printed at any time using the following link: <u>https://www.comprehandservices.hu/comprehandservices-aszf-en.pdf</u>

# 1. CONTACT DETAILS OF THE SERVICE PROVIDER

Service provider's name: Balogh Sándor Tamás, entrepreneur

Service provider's headquaters: 4002 Debrecen, Tündérrózsa utca 40.

The location for handling complaints: 4025 Debrecen, Erzsébet utca 8. 3/10.

Registration number: 58214680

Tax number: 42996804-1-29

Statistical identification number: 42996804743023109

The contact information of the service provider is the email address used for communication with customers: <u>info@comprehandservices.hu</u>

Contact phone number: +36 30 418 7241

Information of the hosting service provider:

Hosting service provider's company name: Bányász József László, entrepreneur

Hosting service provider's headquaters: 1144 Budapest, Rákosfalva park 5. B building 1/7.

Hosting service provider's contact email: <u>banyasz.jozsef@honlapsiker.hu</u>

Hosting service provider's website: <u>https://www.honlapsiker.hu</u>

Contact phone number: +36 70 515 3312

# 2. DEFINITIONS

**<u>"T&C":</u>** A general contractual condition is defined as a contract term that is unilaterally preestablished by its originator (Service Provider) for the purpose of entering into multiple contracts, independently of the participation of the other party (Customer) and has not been subject to individual negotiation between the parties.

<u>"Electronic Commerce Service"</u>: Such an Information Society Service that aims to engage in the commercial, systematic sale, acquisition, exchange, or other form of utilization of tangible, tradable movable property - including money and securities, as well as natural resources exploitable as property, services, immovable property, or property-based rights.

"Electronic Communication Channel": Utilization of wired, radio-technological, optical, or other electromagnetic devices for electronic data processing, storage, or transmission.

"Parties": Service provider and Customer collectively

<u>"Consumer":</u> A consumer is a natural person who acts outside the scope of their profession, independent occupation, or business activity when purchasing, ordering, receiving, using, or availing themselves of goods, or being the recipient of commercial communications or offers related to goods. Within the internal market, a customer shall mean a business that has a place of establishment in a Member State and that only purchases goods or uses services within the Union for end use. This includes the application of Regulation (EC) No 2006/2004 and (EU) 2017/2394, and the amendment of Directive 2009/22/EC by Directive (EU) 2018/302 / 28 February 2018.

"Consumer Contract": A contract in which one of the parties is considered a consumer.

<u>"Translation":</u> Translation shall be deemed any service, the result of which is the electronic or paper-based target language translation of a source language text recorded on an electronic or paper data carrier.

<u>"Website":</u> The website operated by the Service Provider under the comprehandservices.hu domain address.

<u>"Service Recipient":</u> The business partner defined in this T&C is who utilizes an Information Society Service, particularly the customer of the Service Provider (Customer), who avails themselves of the service provided by the Service Provider.

"Information Society Service": Service provided electronically, at a distance, to recipients who are not physically present, and to which the Service Recipient can individually access."

**"Webshop":** The online store operated by the Service Provider under the domain <u>https://www.comprehandservices.hu</u>, through which the Service Provider offers Electronic Commerce Services to the customers.

<u>"Commercial Communication":</u> The Service Provider's communication directly related to their independent occupation or economic activity, regardless of its form or means of presentation

**<u>"Proofreading"</u>** The review of the translation based on grammatical, stylistic, and professional criteria. Proofreading can involve linguistic and/or specialized checking. Translation service does not typically include proofreading by default. The Service Provider performs proofreading upon specific request from the Customer.

<u>"Order":</u> An order placed by the service recipient for the purpose of accessing the Service(s), made on the Service Provider's website through a designated online ordering form designed for this purpose.

<u>"Customer":</u> The person (natural or legal entity) who makes a purchase offer through the Website and enters into a contractual agreement.

<u>"Contract":</u> The agreement formed between the Service Provider and the service recipient (Customer), initiated by the customer's order placed through the designated online ordering form on the Service Provider's website, confirmed by the Service Provider, and finalized through the execution of a separate commission agreement between the parties.

"Services": Accessing prices, information, and other services available on the website.

<u>"Service provider"</u>: Balogh Sándor Tamás e.v., address: 4002 Debrecen, Tündérrózsa utca 40., operating as a legal entity engaged in providing Information Society Services and conducting Commercial Activities.

**"Remote communication device":** A device capable of making a contractual statement in the absence of the parties for the purpose of concluding a contract. Such a device includes a form with or without recipient's address, standardized letter, an advertisement published in print media with an order form, a catalogue, a telephone, a fax, and a device providing internet access.

<u>"A contract concluded between absent parties":</u> A consumer contract concluded within the framework of a remote sales system organized for the provision of products or services, where the parties enter the contract without their simultaneous physical presence, exclusively using remote communication devices, in order to conclude the contract.

"Interpreting": Interpreting shall be deemed any service in which the verbal translation of a source language text is carried out into the specified target language.

# 3. BASIC PROVISIONS

3.1. Unregulated matters in this T&C and the interpretation of this T&C are subject to Hungarian law, with particular reference to the following regulations:

- 1997 CLV. Act of Consumer Protection,

- 2001 CVIII. Act on certain concerns related to electronic commerce services and services related to the information society,

- 2005 CLXIV. Act on Commerce,

- 2013 V. Act of the Civil Code,

- 24/1986 (VI.26.) LC decree of Translation and Interpreting,

- 7/1986. (VI.26.) "IM" Decree of Translation and Interpreting of LC decree implementation,

- 45/2014. (II.26.) Government Decree on the Detailed Rules of Contracts Between Consumers and Businesses

- 19/2014. (IV.29.) "NGM" Decree on the Procedural Rules for Handling Warranty and Guarantee Claims for Goods Sold under Contracts Between Consumers and Businesses.

- 1999 LXXVI. Copyright Act.

- 2011 CXX. Act on the Right to Informational Self-Determination and Freedom of Information

- Regulation (EU) 2018/302 of the European Parliament and of the Council (28 February 2018) on acting against unjustified geographical content restrictions and other forms of discrimination based on the customer's nationality, place of residence or place of establishment within the internal market, and amending Regulation (EC) No 2006/2004 and (EU) 2017/2394, as well as Directive 2009/22/EC

- Regulation (EU) 2016/679 of the European Parliament and of the Council (27 April 2016)

On the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The mandatory provisions of the relevant regulations are applicable to the parties without any separate stipulation.

3.2. Contracts falling under the scope of this T&C are not considered written contracts, and the Service Provider does not archive them. Purchasing on this website (online purchasing) constitutes contracts concluded among remote parties, meaning the conclusion of the contract takes place in the absence of simultaneous presence of the trader and the consumer. Therefore, the resulting Contract is not archived and is exclusively concluded in electronic form. In accordance with European Union and Hungarian regulations, contracts concluded online have the same legal consequences as agreements established through traditional methods (in writing or orally).

3.3. The language of contracts falling under the scope of this T&C is Hungarian.

3.4. The Service Provider does not have a code of conduct under the prohibition of unfair commercial practices against consumers according to the law, and it has not subjected itself to such a code of conduct.

3.5. This T&C shall be published on the Website by the Service Provider on the 28th of August 2023. The T&C shall come into effect upon publication on the website and shall remain valid until revoked. Concurrently, the validity of any previously effective T&C shall cease. The provisions of the T&C shall apply to contracts concluded on or after the day of publication, as well as those already concluded. In the absence of differing provisions in the T&C, it shall not apply to contracts concluded prior to its publication on the website.

3.6. The Service Provider hereby calls the attention of all customers and visitors of the <u>https://www.comprehandservices.hu</u> website that if anyone intends to use the mentioned website or become a client of the Service Provider's services, they should;

a) carefully read this T&C

# b) Privacy Policy, and

only continue to use the website or avail themselves of the services if they agree with and consider binding upon themselves every point of the T&C and the data protection regulations.

3.7. Considering that, pursuant to Section 6:78 (1) of the current Civil Code, a general contractual term becomes part of the contract if its user has enabled the other party to become acquainted with its content before the conclusion of the contract and the other party has accepted it, the Service Provider declares that it draws the attention of its prospective contracting parties to the fact that the link to the currently applicable general terms and conditions is accessible in every electronically or paper-based sent Offer, as well as on the <a href="https://www.comprehandservices.hu">https://www.comprehandservices.hu</a> website, and it is available in paper form at the Service Provider's customer service, and in the case of oral Offers, it is indicated to the Customer. By accepting the Offer or submitting a request on the website, the Customer declares that they have become acquainted with, understood, and accepted the currently applicable general terms and conditions as well as the above-mentioned data protection regulations.

3.8. By accepting this T&C, the Customer acknowledges that they are a legally competent natural or legal person or business. To place an order for the services on the Website or to register, the Customer must meet one of the following conditions:

A natural person who has reached the age of 18 by the date of purchase and whose legal capacity is not restricted by law or a court-ordered guardianship ruling (not legally incapacitated).

A natural person who has reached the age of 14 but has not yet reached the age of 18 and is not legally incapacitated, can make a valid legal statement only with the consent of their legal representative.

A person (business) acting within their profession, self-employment, or business activities can make a legal statement through their legal representative or authorized representative.

A legal entity registered in a record, the legal representative, or authorized representative of a business company can make a legal statement through their legal representative or authorized representative.

The Customer acknowledges that a minor under the age of 14 is legally incapacitated according to the law, thus their legal statement is null and void. In the case of an order placed

on the Website on behalf of a legally incapacitated minor, their legal representative shall act on their behalf.

3.9. A website where a link leading to the website operated by the Service Provider is placed, shall not create the impression that the Service Provider endorses or supports the use or purchase of services or products offered or sold on that website. The linking website shall not contain false information about the website operated by the Service Provider, as well as the legal relationship between the Service Provider and the linking website. The Service Provider will take action against any link pointing to it that harms the reputation and interests of the website operated by the Service Provider.

3.10. All content (text, articles, product descriptions, information, this T&C, images, graphics, and other data) on the website operated by the Service Provider, copyrighted material shall, unless otherwise specified, be the exclusive property of the Service Provider without spatial or temporal limitations. It is expressly prohibited to use, modify, copy, or otherwise engage in similar activities with the content downloaded from the website for purposes other than making purchases on the website. In the event of a violation of the Service Provider's copyrights or other rights, or a breach of this agreement, the Service Provider will initiate immediate legal action against the infringing party.

3.11. The Service Provider reserves the right to initiate legal proceedings against any individual before courts and other authorities who commits or attempts to commit any infringement through the use of the operated website. The Service Provider cannot be held liable for any infringement committed against any user by a third party.

# 4. APPLICATION, REQUEST FOR A QUOTE

4.1. The application for the services provided by the Service Provider can only be submitted by the Customer who accepts the terms of the T&C and the privacy policy. In other words, when availing of the services offered by the Service Provider on the website, the Customer must accept the terms of the T&C and the data protection declaration. Without this, the Customer can only view the services published on the website and cannot place an order. Requesting a price quote on the website, and thereby availing of the services provided by the Service Provider, is possible solely through an electronically submitted order in the manner specified in this T&C.

4.2. During the process of requesting a price quote, the Customer is obligated to provide their own accurate and genuine information. In the case of providing false information or information attributable to another person during the quotation request, the resulting electronic contract shall be null and void. The Service Provider disclaims any responsibility if the Customer avails of its services using another person's name or another individual's data.

4.3. The Service Provider shall not be held liable for any service delivery delay, or other issues or errors, arising from incorrectly and/or inaccurately provided information by the Customer.

# 5. SCOPE OF AVAILABLE SERVICES FOR PURCHASE

5.1. The displayed services (translation, interpreting) can only be ordered online, and based on such an order, the parties enter into the Contract. The prices displayed for the services are in Hungarian Forints and include any applicable taxes as required by law. In this regard, the Service Provider informs the Customer that their activity is subject to a lump-sum taxation regime, as a result of which the invoices issued by the Service Provider do not include a value-added tax (VAT) item, as the Service Provider is exempt from VAT based on the conditions stipulated by law. The Service Provider reserves the right to change prices for the services available for order on its website.

5.2. The Service Provider provides a detailed listing of the names and accurate descriptions of each service on the website. The information displayed on the data sheet for each service is managed with utmost care by the Service Provider; however, despite this, variations or differences from reality may occur. If the information displayed on the website appears to be different from reality, incomplete, or not clearly visible to the Customer, we kindly ask that prior to placing an order for clarification or information, they contact the Service Provider's customer service using the contact details provided in section 1. CONTACT DETAILS OF THE SERVICE PROVIDER of this Terms and Conditions.

5.3. In case of introducing a promotional price, the Service Provider will provide comprehensive information to Customers about the promotion and its exact duration.

5.4. <u>Procedure in case of incorrect price:</u> In the event of an incorrect price, the Service Provider can decide not to accept the order (the Customer's offer) at the incorrect price, and is not obligated to sell the service at the incorrect price. Offering at an incorrect price does not result in a contract between the Customer and the Service Provider. If the Customer makes an offer at an incorrect price, the system will automatically send a confirmation, but this does not constitute acceptance of the offer by the Service Provider.

In case of offering at an incorrect price (placing an order) the Service Provider will draw the Customer's attention to the correct price and may offer the possibility of entering into a contract at the correct price, i.e.:, offer the opportunity to purchase the service at the actual price. The Customer is not obliged to take the offer and enter into a contract at the correct price communicated by the representative of the Service Provider, instead of the incorrect price. The Customer can decide whether to order the service at the actual price or cancel the order without any adverse legal consequences. In the latter case, no contract is concluded between the parties.

An incorrect price is deemed to be, among other things but not exclusively:

a "0" HUF or "1" HUF price displayed due to a system error;

a price with an erroneously indicated discount (e.g., offering a product for 500 HUF with a 20% discount displayed alongside a regular price which was 1000 HUF).

5.5 <u>Information regarding the essential characteristics of the service</u>: The information provided on the Service Provider's website concerning the services offered by the Service Provider has been placed in good faith.

The important information regarding the service (including, but not limited to, course descriptions, etc.), as well as the prices for the services, can be accessed by the Customer on the informational page of the service before submitting their order. As stated in the preamble of this Terms and Conditions, if you have any specific questions requiring more detailed information about a particular service, our colleagues are readily available to assist you through the contact details provided in the "CONTACT DETAILS OF THE SERVICE PROVIDER" section.

On the selected service's information page, we provide descriptions containing the essential characteristics of the service, and you can find detailed information about the actual properties of the chosen service on the Website.

5.6 **Failure of Providing the Service:** If there is no possibility to provide the ordered service at the time of ordering, or if a service listed as "available" is not provided within 30 (thirty) days from the date of the order, the Service Provider reserves the right not to accept the service order. In this case, no contract will be concluded, and the Customer will be promptly notified of this. Any payments made earlier will be refunded to the Customer. If a contract has been concluded between the parties and the fulfilment of the contract fails because the Service Provider is unable to provide the ordered service to the Customer, rendering performance impossible after the conclusion of the contract, the Service Provider will inform the Customer of this. Based on this, the Customer may withdraw from the contract, and if the Service Provider is responsible for the impossibility of performance (meaning the Service Provider cannot prove the absence of liability, i.e., that the cause of impossibility was beyond its control, unforeseeable, and unavoidable), the Customer will be released from the performance obligation arising from the contract and may demand compensation for the damage caused by the breach of contract.

In the case of a refund to a foreign bank account, the handling costs shall be borne by the Customer. If the amount to be refunded does not cover the banking costs, the Service Provider shall notify the Customer and request instructions for the alternative method of receiving the amount.

# 6. ORDER PROCESS, PAYMENT CONDITIONS

6.1. When the Customer enters the interface enabling the use of the website's services, they can initiate their application for utilizing the service. Accordingly, the Customer submits their order and the source-language text forming the subject of the service via the Website or, alternatively, via email or online means, to the Service Provider, who confirms the acceptance of the order by sending an email confirmation using the order form they have established.

6.2. The Customer selects the desired service to purchase, clicks on the "REQUEST A QUOTE" button, where the Customer provides their personal information, then submits their request for the service by clicking the "SEND" button. Following this, the Service Provider contacts the Customer via email or phone, and subsequently sends the cost estimate via email. If all conditions have been negotiated between the parties and agreed upon, the Customer, as a sign of accepting the offer, sends it back. Following this, the Service Provider sends notification to the Customer in accordance with the electronically concluded contract rules, confirming the formation of the contract based on this Terms and Conditions. The established

contract qualifies as a business contract according to Section 6:237 of the Civil Code, where the Service Provider is obligated to perform the Service within the agreed-upon timeframe, and the Customer is obliged to accept the completed work and pay the entrepreneurial fee. After the conclusion of the contract, the Service Provider sends the Customer information regarding the expected timeframe for completing the service, with the content corresponding to the details provided in the cost estimate. This information includes the remuneration for the service, the actual service provision date, and a reference to these Terms and Conditions.

6.3. On the Order form, it is necessary to specify the language direction of the service, the type of service, the type and quantity of the received documents, the service fee (estimated or final), as well as the deadline and any potential advance payment, along with the payment method, for each order.

# 6.3.1. Payment method, payment conditions:

6.3.1.1. Following the receipt of the "product" resulting from the service provision, the Customer can settle the remuneration for the service via bank transfer based on the invoice issued by the Service Provider.

6.3.1.2. In the case of bank transfer – in the absence of a different agreement – the Customer is required to transfer the service fee to the bank account specified on the invoice within 8 (eight) calendar days following the receipt of the Service Provider's invoice.

6.3.1.3. The Service Provider does not charge a fee for the transmission in electronic format (primarily via email, electronic media).

6.3.1.4. Any potential concerns related to the completed translation do not have a deferring effect on the payment of the service fee.

6.3.1.5. In case of delayed payment, the Customer is obligated to pay late payment interest to the Service Provider according to the Civil Code. The late payment interest becomes due from the day of delay. The day of delay is the day following the payment deadline indicated on the issued invoice, or in other cases, the day following the date specified in the order as the handover of the completed material.

6.3.1.6. The Service Provider's current, general price list for the services offered is always published on the Service Provider's website. The parties can deviate from the fees listed in the price list in a separate agreement between them.

6.3.1.7. The basis for calculating the translation is the number of characters in the target language and source language (including spaces), or in the case of unit-priced products, the quantity specified, or the value established in other agreements.

6.3.1.8. The bases for billing of interpreting services is determined by the type of interpretation, encompassing the time dedicated to completing the assignment, as well as travel, meals, and intermediate breaks.

6.3.1.9. The Customer acknowledges that the Service Provider is entitled to establish a minimum fee.

6.3.1.10. Regarding the fees payable by the Customer for the services provided by the Service Provider, the terms specified on the Order Form or established between the parties in a custom manner and confirmed by the Service Provider shall prevail.

6.3.1.11. In the event of the Customer requesting modifications to already completed translation or proofreading work, if the requested changes are not clearly and unambiguously indicated, the Service Provider is entitled to retranslate the entire text and issue a new invoice for the full fee.

6.3.1.12. For Customers with outstanding overdue debts, the Service Provider will only accept new orders upon payment of an advance in cash and the final invoice settlement. In the case of debts older than 30 (thirty) days, the Service Provider may refuse to accept further orders or subject them to conditions.

6.3.2. In the event of an error or omission on the website regarding the services or prices, the Service Provider reserves the right to make corrections prior to entering into a contract. In such cases, upon identification and rectification of the error, the Customer will be promptly informed about the updated information. Following this, the Customer may reconfirm the order, or either party has the option to withdraw from the contract.

6.4. The payable total amount includes all costs based on the summary of the order and the confirmation email. The order submitted by the Customer and confirmed by the Service Provider, along with the billing information specified therein, serve as the basis for issuing the invoice. This information can be accessed on the Service Provider's website through the designated online order form.

6.5. By accepting the quotation and acknowledging the confirmation of contract formation from the Service Provider, the Customer acknowledges the arising payment obligation. Accordingly, the quotation request submitted by the Customer on the Service Provider's website does not give arise to a payment obligation; such an obligation is only created by the confirmed Order and the resulting Contract established based on it.

6.6. <u>Correction of Data Input Errors</u>: The Customer can rectify entered data by notifying the Service Provider through the contact information provided in the " CONTACT DETAILS OF THE SERVICE PROVIDER" section before finalizing the ordering process.

The Service Provider draws the Customer's attention to the fact that it is their responsibility to ensure that the provided data is entered accurately, as billing and service provision are based on the information provided by the Customer. By placing an order, the Customer acknowledges that the Service Provider is entitled to pass on any damages and costs resulting from incorrect data input by the Customer. The Service Provider excludes liability for performance-related issues arising from inaccurate data input.

6.7. Following the submission of the order, the Customer will receive a confirmation via email. If the confirmation is not received by the Customer within the expected timeframe, depending on the nature of the service but no later than 48 hours from the submission of the order, the Customer is exempted from any obligation arising from the quotation or contractual commitment. The order and its confirmation are considered received by the Service Provider or the Customer when they become accessible to them.

Therefore, if you do not receive the confirmation within 48 hours (and it has not been automatically marked as unwanted advertisement or spam in your email system), kindly notify this using the contact information provided in the "CONTACT DETAILS OF THE SERVICE PROVIDER" section.

The Service Provider excludes responsibility for the confirmation if it is not received in a timely manner due to the Customer providing an incorrect email address during registration or if the mailbox associated with their account is full and cannot receive messages. All of this can result in non-delivery of the confirmation and prevent the formation of a contract.

6.8. The Customer acknowledges that the confirmation mentioned in the previous section is solely an automated acknowledgment and does not constitute the formation of a contract. The confirmation email solely informs the Customer that their order has been received by the Service Provider.

6.9. In the absence of a different agreement between the parties, the contract comes into effect when the Customer electronically returns the Order Form completed and signed by the Service Provider, along with making the source-language text available. All risks associated with providing the source-language text to the Service Provider rest solely with the Customer. This includes, but is not limited to, the consequences of delayed or incomplete document submission, complete or partial illegibility of the source-language text, or any deficiencies or errors that hinder or prevent translation.

6.10. The Service Provider is only obligated to translate specific terminology found in source-language specialized texts if the Customer has provided the terminology and background materials to the Service Provider along with the text to be translated and has offered the opportunity for consultation.

6.11. The contract between the Customer and the Service Provider remains in effect until the completion of the service/counter-service specified in the order, except for individual framework contracts.

# 7. PROCESSING AND FULFILMENT OF ORDERS

7.1. Order processing takes place during business hours. Orders submitted outside of the designated processing times can still be accepted, but they will be processed on the following day if submitted after the end of business hours. The Service Provider will always confirm electronically when the order can be fulfilled.

7.2. Force majeure situations can prevent or delay the fulfilment of contractual obligations by the Service Provider. In such cases, the Service Provider cannot be held liable under the Civil Code.

To manage the situation of prevention or delay, the Service Provider is entitled to:

- Suspend or postpone the fulfilment of the contract.
- Refuse the fulfilment of an already concluded contract on the grounds of impossibility (if the force majeure situation clearly makes fulfilment impossible).

7.3. In case of the suspension or postponement of contract fulfilment, the Service Provider is obliged to fulfil its contractual obligations at the postponed time due to the force majeure situation.

In the event of impossibility of contract fulfilment, according to the Civil Code, the contract terminates, and the pre-paid consideration for the service must be refunded to the Customer. When refunding the remuneration for the service, the Service Provider uses the payment method employed by the Customer or a refund method mutually agreed upon by the parties.

7.4. According to the contract, the Service Provider is obliged to provide the service, while the Customer is obligated to pay the remuneration for the service.

7.5. In the case of delay by the Service Provider, the Customer has the right to set an additional period for performance. If the Service Provider fails to perform within this additional period, the Customer has the right to terminate the contract, in addition to pursuing claims due to breach of contract.

7.6. The Customer has the right to terminate the contract without setting an additional period for performance if:

a) The Service Provider refused to fulfil the contract; or

b) The contract should have been fulfilled within the specified performance period, as agreed upon by the parties or due to the apparent purpose of the service, and not at another time.

7.7. If either party unjustifiably refuses to perform, the other party has the option to apply the legal consequences of delay or the impossibility of providing the service.

7.8. In the event that the Service Provider's delay causes the Customer to exercise their right of withdrawal – either after the expiration of an additional period or without setting an additional period – the Customer may also assert a claim for damages resulting from the breach of contract against the Service Provider, in accordance with Section 6:154(3) and, in the case of refusal to perform, Section 6:180(2) of the Civil Code.

7.9. If the Service Provider fails to fulfil the contractual obligation as specified in the contract by not providing the specified service, they must promptly inform the Customer of this and refund the amount paid by the Customer within 30 (thirty) days at the latest. The fulfilment of this obligation by the Service Provider does not exempt them from other consequences of breaching the contract.

7.10. The conditions for meeting the deadline for performance are based on the details recorded on the Client Form and as specified in this T&C, which have been confirmed by the Service Provider.

7.11. Compliance with the performance deadline is contingent upon receiving all necessary documents for translation along with the order.

7.12. In cases where the source-language text is illegible or requires resending due to errors, and the Service Provider cannot initiate the service without it, the performance deadline will be proportionately extended based on the time required for the text replacement.

7.13. If the Customer has not paid the invoiced service fees based on previous orders, the Service Provider is entitled to refuse further orders until the outstanding fees are fully paid.

7.14. If the completed translations are not taken over by the Customer for a period of 30 days after the performance deadline, the Service Provider will charge a monthly storage fee of 1,000 HUF for safekeeping and storage.

# 8. CANCELLATION AND TERMINATION RIGHTS

8.1. In accordance with the provisions of Directive 2011/83/EU of the European Parliament and of the Council, as well as the detailed rules governing contracts between consumers and businesses set forth in Government Decree 45/2014 (II.26.), the Customer has the right to withdraw from the contract without providing any reason within 14 (fourteen) days from the date of receiving the ordered service.

In the absence of this information, the Customer is entitled to exercise their right of withdrawal for a period of 1 (one) year. If the Service Provider provides the information after the expiration of the 14 (fourteen) days from the date of providing the service or entering into the contract, but within 12 (twelve) months, the withdrawal period will be 14 (fourteen) days from the date of communication of this information.

The Service Provider emphasizes that the provisions of this section apply only to Customer who qualify as consumers. A consumer is considered to be a natural person who acts outside the scope of their profession, self-employed occupation, or business activity.

8.2. The right of withdrawal expires 14 (fourteen) days after the day on which the Client receives the service and starts using it.

8.3. The Customer can exercise their right of withdrawal between the day of entering into the contract and the day of receiving the service.

8.4. If the Customer has made an offer to enter into the contract, they have the right to withdraw the offer before the contract is concluded. This right to withdraw the offer eliminates the binding nature of the offer for entering into the contract.

8.5. If a contract for the provision of services is concluded between the Customer and the Service Provider, and the Customer exercises the right of termination after the commencement of performance, the Customer is obligated to reimburse the Service Provider for reasonable costs incurred during the provision of services.

8.6. The Customer is also not entitled to exercise the right of withdrawal in the following cases:

a. in the case of a service contract for the provision of services, after the complete performance of the service, if the business began the performance with the express prior consent of the consumer and the consumer acknowledged that they would lose their right of withdrawal after the complete performance of the service;

b. for products or services whose price or fee is dependent on fluctuations in the financial market that are beyond the control of the business and may occur within the withdrawal period;

c. for perishable goods or goods with a short shelf life;

d. for sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

e. for goods which, due to their nature, are inseparably mixed with other goods after delivery;

f. for alcoholic beverages, the actual value of which is dependent on fluctuations in the market that are beyond the control of the business, and which may occur within the thirtieth day after the conclusion of the contract and on which the parties agreed at the time of the conclusion of the sales contract, but for the performance of which takes place only after the thirtieth day from the conclusion of the contract;

g. for contracts where the business visits the consumer at the consumer's request for urgent repair or maintenance work;

h. for the sale of audio or video recordings or computer software in sealed packaging, if the packaging has been unsealed after delivery;

i. for newspapers, periodicals, and magazines, except for subscription contracts;

j. for contracts concluded at a public auction;

k. for contracts for accommodation other than for residential purposes, transport, car rental, catering, or services related to leisure activities, if a specific performance date or deadline is stipulated in the contract;

1. for digital content not supplied on a tangible medium, if the business began the performance with the express prior consent of the consumer and the consumer acknowledged at the same time that, by giving such consent, they would lose their right of withdrawal once the performance had begun.

8.7. In accordance with the above legal regulations, the Service Provider shall refund to the Consumer the amount paid as consideration for the used service without undue delay and within 14 (fourteen) days at the latest from the date of being informed about the withdrawal.

8.8. During the refund process, the Service Provider shall use the same payment method that was used in the original transaction, unless the Consumer explicitly consents to a different payment method. The Consumer shall not bear any additional costs because of using this refund method. In this regard, the Service Provider declares that it considers the Consumer's explicit consent to be given if the Consumer specifies a bank account number held at a financial institution provided by them as the refund method for the amount paid as consideration for the used service. The Service Provider shall not be held responsible for any delays resulting from incorrectly and/or inaccurately provided bank account numbers or postal addresses by the Consumer.

8.9. If the Consumer wishes to exercise their right of withdrawal, they can communicate their intention to the Service Provider through any of the contact methods provided in the "CONTACT DETAILS OF THE SERVICE PROVIDER" section of this Terms and Conditions, either in writing or via email. The Consumer bears the burden of proving that they exercised their right of withdrawal in accordance with the provisions of Section 8 and the applicable legal regulations. If the Consumer does not provide their withdrawal statement

within the specified period in a clear and verifiable manner, it will be considered that the Consumer did not fulfil the necessary conditions for exercising the right of withdrawal. As a result, their contract will not be terminated, and the contract will remain in place. In the case of a written withdrawal, it shall be considered validly exercised if the Consumer sends their statement to the Service Provider during the withdrawal period (even on the 14th calendar day).

For communications sent by post, the date of posting shall be considered, and for communications sent by email or fax, the time of arrival of the email or fax shall be considered for the calculation of the deadline. The Consumer should send their letter containing the withdrawal statement as a registered letter to ensure credible evidence of the sending date.

The Consumer exercises their right of withdrawal in a timely manner if they send their withdrawal statement to the Service Provider in accordance with the above during the withdrawal period. Upon receipt of the Consumer's withdrawal statement, the Service Provider is obliged to confirm the receipt of the statement via electronic means.

8.10. The detailed regulations regarding contracts between consumers and businesses can be accessed in <u>Government Decree 45/2014 (II.26.)</u> on the detailed rules of contracts between consumers and businesses.

8.11. Directive 2011/83/EU of the European Parliament and of the Council can be accessed <u>here</u>.

8.12. In case of any other complaints, the Customer can also contact the Service Provider through the contact details provided in the "CONTACT DETAILS OF THE SERVICE PROVIDER" section of this T&C.

8.13. The right of withdrawal does not apply to Customer who act within the scope of their profession, self-employment, or business activity, nor does it apply to legal entities, as only a natural person who is acting outside their profession, self-employment, or business activity qualifies as a consumer pursuant to Section 8:1 (1) paragraph 3 of the Civil Code.

8.14. By exercising their right to terminate the contract, the Customer terminates the contract for the future (with ex nunc effect) and not retroactively. The termination period expires 14 (fourteen) days after the day the contract is concluded (the day the Service Fee arrives in the Service Provider's account).

8.15. When exercising their termination right, the Customer is obliged to reimburse the Service Provider proportionately for the services performed up to the date of termination for multiple-session courses. Similarly, the Service Provider shall reimburse the Consumer for the part of the consideration provided by the Consumer that exceeds the value of the service provided by the Service Provider. Further regulations on this matter are detailed in the Contract.

8.16. If the Customer wishes to exercise their termination right, they are obligated to send a clear statement of their termination intention to the Service Provider (via mail or electronically) using one of the contact details provided in this T&C. The statement can be submitted in writing (using the enclosed form – Attachment: Withdrawal/Termination Statement Sample) or by phone. In the case of written communication by mail, the date of

posting is considered, and in the case of communication by phone, the date of the phone call. The Service Provider accepts notifications by mail in the form of registered letters or packages. The Customer exercises their termination right within the deadline if they send the termination statement before the expiration of the specified period or if they post it on the last day of the period with verifiable proof.

8.17. After the expiration of the 14-day period, the Customer may still exercise their withdrawal and termination rights – in cases of not yet or only partially fulfilled Services – if the Service Provider has committed a breach of contract that makes it no longer in the Customer's interest to fulfil the contract. In such cases, the Customer must provide a reason for their withdrawal or termination. Please send your statement containing such information to the Service Provider using one of the contact details provided in this T&C.

8.18. **Waiver of Termination Right:** The Customer cannot exercise their termination right if they specifically requested the Service Provider to commence the performance of the service (contract) before the expiration of the termination period and simultaneously acknowledged that by initiating the performance of the contract, they would lose their right to terminate.

8.19. **The Effect of Termination**: If the Customer specifically requested the Service Provider to commence the performance of the service (contract) before the expiration of the termination period without waiving their termination right, then in the event of termination, the Customer is obliged to reimburse the Service Provider for the proportionate service fee and costs incurred until the time of termination (receipt of the termination declaration). The Service Provider shall refund the portion of the service fee paid by the Customer that exceeds the consideration for the services rendered by the Service Provider.

# 9. LIMITATION OF LIABILITY

9.1. Registering on the Service Provider's website implies that the Customer is aware of and accepts the possibilities and limitations of the internet, especially concerning technical performance and potential errors.

9.2. Regarding damages caused by breach of contract, the Service Provider applies the following in this T&C. According to Section 6:142 of the Civil Code [Liability for damages caused by breach of contract], "Anyone who causes damage to the other party by breaching the contract shall be obliged to compensate for it. The liability is exempted if it can be proven that the breach of contract was caused by circumstances beyond their control, unforeseeable at the time of concluding the contract, and it was not expected that they would avoid these circumstances or prevent the damage." According to Section 6:143 of the Civil Code [Extent of compensation], "(1) Damage in the subject matter of the service must be compensated for as damages. (2) Other damages to the property of the entitled party resulting from the consequences of the breach of contract and the lost pecuniary advantage must be compensated for to the extent that the entitled party proves that the damage, as a possible consequence of the breach of contract, was foreseeable at the time of concluding the contract. (3) In the case of intentional breach of contract, the entitled party's entire damage must be compensated for."

9.3. The Customer shall be fully and unlimitedly responsible for any damages arising from the provision of personal data of another person or from the publication thereof on the Service Provider's website. In such cases, the operator shall provide all assistance to the relevant authorities to establish the identity of the person involved in the violation of law.

9.4. The Customer is required to comply with applicable laws and refrain from engaging in any activities during the use of the services that are unlawful or that infringe upon the interests of other Customers. Within this scope, the Customer is particularly obligated to:

- respect the privacy, personal rights, and legitimate interests of others;

- refrain from gathering unauthorized information about other individuals or using acquired information unlawfully.

- refrain from committing crimes or misdemeanours;

- respect intellectual property rights, particularly the rules concerning the protection of copyrighted literary, scientific, and artistic works, inventions, design patterns, utility models, trademarks, and trade names.

9.5. All Customers are required to refrain from any activities that obstruct the proper use of the Service Provider's website. Within this context, Customers are particularly obligated to:

- refrain from sending unsolicited emails ("spam") or chain letters ("hoax");

- avoid any communication that may hinder or disrupt the proper use of the website by others;

- abstain from inappropriate, repetitive, or otherwise disruptive expressions in public communication.

9.6. All Customers are required to refrain from any activities that harm the interests of the service provider. Within this context, Customers are particularly obligated to:

- avoid disrupting or obstructing the operation of the website;

- refrain from engaging in activities aimed at acquiring or using the service provider's trade secrets or confidential information;

- avoid all communication that carries false information regarding the service;

- abstain from activities that jeopardize the IT security of the website;

- abstain from any activities aimed at promoting their own or another person's products or services.

9.7. Anyone whose rights or legitimate interests are violated by the actions of a Customer – including individuals whose personal rights have been infringed, victims of criminal offenses or misdemeanours, and the rights holders of intellectual creations – may request the Service Provider to remove the contested content and take necessary measures against the Customer. The requester must substantiate their entitlement in an appropriate manner. If the entitlement is substantiated, the requester may ask the Service Provider to temporarily block the infringing content for the purpose of subsequent proceedings. In this case, the requester must demonstrate the initiation of proceedings within 60 days. The blocked content, as well as any related data stored by the Service Provider, shall be made available to the relevant authority

in accordance with the applicable laws and regulations governing that authority and proceeding.

9.8. The Customer warrants that they are authorized to request the service from the Service Provider without any restrictions. In the event that a third-party asserts claims against the Service Provider due to copyright infringement or any other reason arising from the submitted document for translation, the Customer undertakes to fully indemnify the Service Provider from any such claims.

9.9. The Service Provider shall not be held liable for translation errors resulting from inaccuracies, potential invalidity, and unintelligibility of the source document, as well as damages arising from the transmission of the source or target language text between the parties.

# **10. IMPLIED WARRANTY**

10.1. The Service Provider undertakes to provide the service in good quality and in a manner suitable for the intended purpose in the target language. The Service Provider is liable for defective performance under the implied warranty. The Consumer's claim for implied **warranty shall expire within 2 (two) years from the date of performance**, except for other – who are not considered consumers – whose implied warranty claim shall expire within one year from the date of performance. The Consumer may assert their implied warranty rights as a defence against a claim arising from the same contract, even if the implied warranty claim has expired.

10.2. The period during which the entitled party cannot use the item for its intended purpose due to the time required for rectification shall not be included in the limitation period.

10.3. The expiration of the implied warranty claim for the part of the item affected by replacement or rectification shall begin anew. This rule shall also apply in cases where a new defect arises as a consequence of rectification.

10.4. The entitled party may assert their implied warranty rights as a defence against a claim arising from the same contract, even if the implied warranty claim has expired.

10.5. The Service Provider performs defectively if the service does not meet the quality requirements stipulated in the contract or by law at the time of performance.

10.6. The Service Provider is released from its warranty obligations if the defect was known to the Consumer at the time of concluding the contract or if the defect should have been known to the Consumer at that time.

10.7. Based on the implied warranty claim, the Consumer may choose:

# 10.7.1. request for repair or replacement, except if:

a) performance of the chosen statutory warranty right is impossible (In this case, the Consumer can only request a proportional reduction of the service fee in relation to the extent of the defect. Among the statutory warranty rights as per the Civil Code, "repair," "replacement," and "withdrawal" cannot be interpreted in view of the nature of the service, so these warranty rights cannot be exercised.) b) or it would result in disproportionate additional costs for the Service Provider compared to fulfilling another statutory warranty claim, considering the value of the service in its defect-free state, the severity of the breach of contract, and the disadvantage caused to the entitled party by fulfilling the statutory warranty right.

10.7.2. or may demand a proportionate reduction of the compensation, repair the defect at the expense of the Service Provider, or have it repaired by someone else, or – except for insignificant defects – withdraw from the contract if the Service Provider has not undertaken the repair or replacement, or within the period corresponding to its repair or replacement obligation, cannot fulfil the obligation while safeguarding the interests of the Consumer, or if the Consumer's interest in the repair or replacement has ceased. In the case of a contract for the sale of movable property, the provision of digital content, or the provision of digital services between a consumer and a business, the consumer cannot remedy the defect at the expense of the business or have it remedied by someone else while exercising their warranty rights.

10.8. The Consumer may switch from the chosen warranty right to another. The costs incurred by the transfer shall be borne by the Consumer, unless the transfer was caused by the Service Provider or was otherwise justified.

10.9. The Consumer must notify the Service Provider of the defect without delay upon discovering it. In the case of the Consumer, a defect reported within 2 (two) months from its discovery shall be deemed to have been reported without delay. The Consumer is responsible for any damage resulting from the delay in reporting. Beyond the 2 (two)-year limitation period from the completion of the contract, the Consumer can no longer assert warranty rights.

10.10. The Consumer can assert their warranty rights if they can provide evidence of entering into the contract. Within 1 (one) year from the completion of the service, there are no further conditions for asserting warranty claims beyond reporting the defect, if the Consumer can prove that the service was provided by the Service Provider. However, after 1 (one) year from the completion of the service, the Consumer is obligated to prove that the defect they identified already existed at the time of completion. If the Service Provider disputes the fact of entering into the contract, the Consumer's attention must be drawn to their options for filing a complaint.

10.11. The Consumer is obligated to promptly and adequately examine the work carried out by the Service Provider. If the Consumer raises objections regarding the quality of the ordered service more than 2 (two) months after the receipt of the translation, and in the absence of any other contractual provision, the Service Provider is entitled to charge a proofreading fee. The Consumer must clearly, unambiguously, and in detail specify any possible translation or other deficiencies, errors, or the nature of the defect. The Service Provider is not obliged to consider or accept general complaints or unspecified quality objections.

10.12. The Service Provider promptly examines any complaints regarding the quality of services and endeavours to rectify the error, or replace the translation without charge, in consultation with the Consumer, within a reasonable timeframe proportional to the extent of corrections, but preferably within 15 days. If the parties are unable to agree on a timeframe,

or if the Consumer engages a third party for this purpose, the Service Provider is released from the obligation to correct the error. If the Service Provider rectifies the error within the agreed timeframe, the Consumer is obliged to pay the full amount of the service fee. Should the Service Provider fail to rectify the error within the specified correction period, the Consumer may choose to terminate the contract or request a reduction in the fee.

10.13. Stylistic complaints (modifications) and specific professional terms (especially industry-specific terms or those created by the Consumer or internal specialized terminology) cannot be considered as translation errors unless the Consumer communicated these and instructions for their application to the Service Provider clearly and simultaneously with the order.

# 11. PROCEDURE FOR ASSERTING WARRANTY CLAIMS

11.1. The agreement between the Customer and the Service Provider in the contract shall not deviate to the detriment of the consumer from the provisions of the regulation.

11.2. It is the Customer's obligation to prove the conclusion of the contract (with an invoice or even just a receipt).

11.3. The costs related to the fulfilment of the warranty obligation shall be borne by the Service Provider (Civil Code Section 6:166).

11.4. The Service Provider is obligated to draw up a protocol regarding the warranty claim reported by the Customer.

11.5. A copy of the protocol must be promptly and verifiably provided to the Customer.

11.6. If the Service Provider cannot provide a statement regarding the feasibility of fulfilling the Customer's warranty claim upon its reporting, within five business days from the report, the Service Provider is obligated to inform the Customer in a verifiable manner about its position, including the reason for rejection and the possibility of recourse to the conciliation body in case of rejection.

11.7. The Service Provider is obliged to retain the protocol for a period of three years from its recording and present it upon request of the supervisory authority.

11.8. The Service Provider must endeavour to perform rectification or replacement within a maximum of fifteen days.

# 12. COPYRIGHT

12.1 Pursuant to the provisions of Paragraph (1) of Section 1 of Act LXXVI of 1999 on Copyright (hereinafter: Copyright Act), the Service Provider's website qualifies as a copyrighted work, thus all parts thereof are protected by copyright law. In accordance with Paragraph (1) of Section 16 of the Copyright Act, unauthorized use of the graphic and software solutions, computer program creations found on the website, and the use of any application that can modify the website or any part thereof is prohibited. Reproduction of any material from the website and its database is permissible only with the written consent of the copyright holder, accompanied by reference to the website and proper attribution. Copyright holder: Balogh Sándor Tamás, entrepreneur.

12.2. The Service Provider reserves all rights to all elements of its service, with special consideration for the domain name comprehandservices.hu, the associated subdomains, subpages, as well as the online advertising spaces.

12.3. Any activity aimed at listing, organizing, archiving, hacking, or reverse-engineering the Service Provider's database is prohibited. Without separate agreement or the use of services provided for this purpose, it is prohibited to modify, copy, insert new data, or overwrite existing data in the Service Provider's database by circumventing the interface provided by the Service Provider or search engines.

# 12.4. The User is obliged to respect all rights of the Service Provider's intellectual property and may not make any claims related to intellectual property under any circumstances.

12.5. In this T&C, "**intellectual property**" is defined as any work entitled to protection (by industrial property or copyright law), regardless of its carrier and whether legal protection actually exists, that belongs to the Service Provider. Such intellectual property includes, in addition to what is defined in Section 12.1, for example: contents published during online services (e.g., video courses, templates, diagrams, animations, videos, professional articles, informative materials); the Service Provider's trademark (e.g., logo, slogan).

12.6. **Usage License**: Upon the formation of the Agreement, the Customer obtains a usage license for the intellectual property related to the specific service affected, which:

- is non-exclusive, non-transferable, and non-sub-licensable;

- applies to the territory of Hungary and until the time of service fulfillment;

is limited to the manner and extent of use based on the nature of the specific service. Any other use not covered by the license requires prior express permission from the Service Provider. No provision of the T&C shall be construed in a way that the Service Provider transfers any of its rights related to intellectual property, whether in whole or in part, temporarily or permanently, to the Customer. In the absence of a different agreement, the fee for the license is included in the service fee.

12.7. **Unauthorized Use**: Unauthorized use of intellectual property is strictly prohibited and will result in immediate legal action (e.g., immediate termination of the contract, proceedings for damages, filing a report in case of criminal offense). Use without a license or beyond the scope of the license automatically constitutes unauthorized use of the Service Provider's intellectual property (e.g., copying, modifying, adapting, excerpting, reproducing, sharing, distributing, transmitting to third parties or the public, exploitation – or attempts thereof; creating a new product/service using the intellectual property, developing or expanding an existing product/service, as well as utilizing such a product/service; other forms of misuse).

12.8. **Reference**: With respect of the Service Provider's intellectual property, the Customer is entitled to use the utilized and already provided service as a reference or to recommend and promote it to others, without being entitled to remuneration. The Customer is obligated to

clearly distinguish themselves from the Service Provider in private communication with others, on social media platforms, or in publicly conducted communication.

# 13. MISCELLANEOUS PROVISIONS

13.1. The Service Provider is entitled to engage a third party to fulfill its obligations. The Service Provider is fully responsible for the unlawful behavior of the third party, as if the unlawful behavior were committed by the Service Provider itself.

13.2. The provisions and attachments of the Agreement and the T&C, regardless of where they are placed or communicated, must be interpreted and applied by the contracting parties in accordance with their actual content as part of the agreement between the contracting parties.

13.3. If any part of this T&C becomes invalid, illegal, or unenforceable, it does not affect the validity, legality, and enforceability of the remaining parts.

13.4. If the Service Provider does not exercise a right granted under this T&C, the failure to exercise the right shall not be deemed a waiver of that right. Any waiver of a right shall be valid only if made in an express written statement. The fact that the Service Provider does not strictly insist on the strict adherence to a material condition or provision of this T&C on one occasion does not imply a waiver of the Service Provider's right to insist on strict compliance with that condition or provision in the future.

13.5. The Service Provider is entitled to modify information, promotions, offers, and discounts related to various types of services – in accordance with unilateral amendments to this T&C – at any time and unilaterally, with the understanding that these modifications cannot affect the content of already formed Agreements.

13.6. The Service Provider reserves the right to make changes to the T&C due to the need for alignment with evolving legal background and other internal regulations.

13.7. The T&C and any amendments thereof come into effect upon publication.

13.8. During the term of the Agreement and T&C, the Parties are obliged to act with consideration for each other's rights and interests, refrain from behaviors that hinder or obstruct the other Party's operations, and do everything in their power to resolve any disputes arising from the agreement peacefully.

13.9. The mutual obligations recorded on the Order Form and the provisions in the T&C that arise due to the signing of the Order Form are considered binding and accepted by the parties in the contractual relationship, without requiring a separate signature on the T&C document.

# 14. COMPLAINT HANDLING PROCEDURE, CONSUMER RIGHTS AND CLAIMS VALIDATION

14.1. The aim of the Service Provider is to fulfil all orders in appropriate quality and to the complete satisfaction of the Customer. If the Customer still has a complaint related to the contract or its fulfilment, the complaint can be communicated to the above email address or

through postal mail, and it can also be presented verbally. The address, phone number, and email address provided for complaints and communication correspond to the customer service contact information listed in the Service Provider's T&C.

14.2. The Customer can communicate their complaint to the Service Provider verbally or in writing, which pertains to the behavior, activity, or omission of the Service Provider or a person acting on behalf of or for the benefit of the Service Provider, directly related to the provision of the service. It is not considered a complaint if the Customer seeks information or a statement regarding the operation or activities of the Service Provider's website.

14.2. The Service Provider is obligated to immediately examine and remedy any oral complaint made by the Customer. If the Customer disagrees with the handling of the complaint or an immediate investigation of the complaint is not possible, the company is required to promptly prepare a record of the complaint and its position on the matter, and to hand over a copy of it to the Customer in person on the spot in the case of verbal complaints. In the case of oral complaints made by phone or other electronic communication services, the company must provide the Customer with a substantive response no later than 30 days – in accordance with the provisions regarding responses to written complaints. Otherwise, the company must proceed as described below for written complaints. The Service Provider is required to provide a substantive written response and take action within 30 days after receiving a written complaint – unless otherwise provided by law, or a different timeframe is stipulated. The company is obliged to provide reasoning for the rejection of the complaint. In the case of oral complaints communicated by phone or electronic communication services, the company must assign a unique identification number and communicate it to the Customer.

The record of the complaint must contain the following information:

- 1. the Customer's name and address,
- 2. the place, time, and method of submitting the complaint,
- 3. a detailed description of the Customer's complaint, a list of documents, papers, and other evidence provided by the Customer,
- 4. the Service Provider's statement on its position regarding the Customer's complaint, if immediate investigation of the complaint is possible,
- 5. the name of the person recording the record and except for oral complaints communicated by phone or other electronic communication services the Customer's signature,
- 6. the place and time of recording the record,
- 7. in the case of oral complaints communicated by phone or other electronic communication services, a unique identification number for the complaint.

The Service Provider is required to keep the record of the complaint and a copy of the response for 5 years and to present them to supervisory authorities upon request.

In the event of rejecting the complaint, the Service Provider is required to inform the Customer in writing about the authorities or arbitration bodies the Customer can contact for initiating proceedings based on the nature of the complaint. The information must also include the location, phone number, internet contact, and mailing address of the relevant authority or arbitration body, based on the Customer's place of residence or stay. The information must also clarify whether the Service Provider intends to use the arbitration process for resolving consumer disputes.

If a consumer dispute between the Service Provider and the Customer cannot be resolved through negotiations, the following legal avenues are available for the consumer:

14.3. **Submitting a Complaint to Consumer Protection Authorities**: If the Customer's complaint or quality objection is not handled by the Service Provider or is not handled in compliance with the relevant laws, or if the Customer observes a violation of their consumer rights, they have the right to file a complaint with the consumer protection authority that is competent based on their place of residence. The Customer's request, which should describe the violation, allows them to address the complaint with the appropriate consumer protection authority. After reviewing the complaint, the authority decides on further steps in the consumer protection process. Depending on the nature of the request, the primary consumer protection tasks are performed by district offices based on the Consumer's place of residence or by district offices based on the county seat.

The list and contact details of the district offices competent based on the place of residence can be found <u>here</u>. In certain cases (including certain infringements related to online stores), the proceedings are conducted by the district offices of county seats, and their contact details can be found <u>here</u>.

#### Baranya Vármegyei Kormányhivatal Pécsi Járási Hivatala

Address: 7621 Pécs, Kossuth tér 1-3. Phone number: 06-72/795-693; 06-72/795-624 Fax: 06-72/795-700 E-mail: <u>pecs.jaras@baranya.gov.hu</u>

#### Békés Vármegyei Kormányhivatal Békéscsabai Járási Hivatala

Address: 5600 Békéscsaba, Szabadság tér 11-17. Phone number: 06-66/528-320 Fax: 06-66/528-321 E-mail: <u>bekescsaba.jaras@bekes.gov.hu</u>

#### Budapest Főváros Kormányhivatal V. Kerületi Járási Hivatala

Address: 1051 Budapest, József nádor tér 10. Phone number: 06-1/795-9652 Fax: 06-1/237-4867 E-mail: <u>titkarsag@05kh.bfkh.gov.hu</u>

#### Fejér Vármegyei Kormányhivatal

Székesfehérvári Járási Hivatala Address: 8000 Székesfehérvár, Honvéd u. 8. Phone number: 06-22/795-751 Fax: 06-22/795-814 E-mail: <u>hivatal.szekesfehervar@fejer.gov.hu</u> Bács-Kiskun Vármegyei Kormányhivatal Kecskeméti Járási Hivatala Address: 6000 Kecskemét, Széchenyi krt. 12. Phone number: 06-76/795-829 Fax: 06-76/998-625 E-mail: kecskemet@bacs.gov.hu

#### Borsod-Abaúj-Zemplén Vármegyei Kormányhivatal Miskolci Járási Hivatala Address: 3525 Miskolc, Petőfi Sándor u. 23. Phone number: 06-46/795-600, 06-46/795-655 Fax: 06-46/795-701, 06-46/512-001 E-mail: jaras.miskolc@borsod.gov.hu

**Csongrád-Csanád Vármegyei Kormányhivatal Szegedi Járási Hivatala** Address: 6722 Szeged, Rákóczi tér 1. Phone number: 06-62/680-000 E-mail: <u>vezeto.szeged@csongrad.gov.hu</u>

**Győr-Moson-Sopron Vármegyei Kormányhivatal Győri Járási Hivatala** Address: 9023 Győr, Szabolcska M. u. 1/A.

Phone number: 06-96/795-043 Fax: 06-96/795-045 E-mail: <u>hivatal.gyor@gyor.gov.hu</u>

#### Hajdú-Bihar Vármegyei Kormányhivatal Debreceni Járási Hivatala

Address: 4024 Debrecen, Szent Anna u. 42-48. Phone number: 06-52/516-140 Fax: 06-52/516-141 E-mail: <u>debrecen.jh@hajdu.gov.hu</u>

#### Jász-Nagykun-Szolnok Vármegyei Kormányhivatal Szolnoki Járási Hivatala

Address: 5000 Szolnok, Ady Endre út 9. Phone number: 06-56/795-666 Fax: 06-56/795-694 E-mail: <u>szolnok.jarasihivatal@jasz.gov.hu</u>

#### Nógrád Vármegyei Kormányhivatal Salgótarjáni Járási Hivatala

Address: 3100 Salgótarján, Múzeum tér 1. Phone number: 06-32/795-160 Fax: 06-32/795-170 E-mail: jaras.salgotarjan@nograd.gov.hu

# Somogy Vármegyei Kormányhivatal Kaposvári Járási Hivatala

Address: 7400 Kaposvár, Kossuth tér 1. Phone number: 06-82/795-137

Fax: 06-82/795-138 E-mail: <u>hivatal@kaposvar.gov.hu</u>

#### Tolna Vármegyei Kormányhivatal Szekszárdi Járási Hivatala

Address: 7100 Szekszárd, Bezerédj u. 10. Phone number: 06-74/795-603 E-mail: titkarsag.szekszard@tolna.gov.hu

#### Veszprém Vármegyei Kormányhivatal Veszprémi Járási Hivatala

Address: 8200 Veszprém, Mindszenty József u. 3-5. Phone number: 06-88/550-507, 508 Fax: 06-88/550-819 E-mail: <u>veszprem.jaras@veszprem.gov.hu</u> Heves Vármegyei Kormányhivatal Egri Járási Hivatala Address: 3300 Eger, Szarvas tér 1. Phone number: 06-36/482-900 Fax: 06-36/482-905 E-mail: titkarsag.eger@heves.gov.hu

Komárom-Esztergom Vármegyei Kormányhivatal Tatabányai Járási Hivatala Address: 2800 Tatabánya, Bárdos László u. 2. Phone number: 06-34/795-659 Fax: 06-34/795-655 E-mail: hivatal.tatabanya@komarom.gov.hu

#### Pest Vármegyei Kormányhivatal Érdi Járási Hivatala

Address: 2030 Érd, Budai út 7/b. Phone number: 06-23/504-181, 182 Fax: 06-23/504-120, 178 E-mail: jarasihivatal.erd@pest.gov.hu

# Szabolcs-Szatmár-Bereg Vármegyei

Kormányhivatal Nyíregyházi Járási Hivatala Address: 4400 Nyíregyháza, Kossuth tér 1. Phone number: 06-42/795-110 Fax: 06-42/795-109 E-mail: nyiregyhaza@szabolcs.gov.hu

Vas Vármegyei Kormányhivatal Szombathelyi Járási Hivatala Address: 9700 Szombathely, Hollán Ernő u. 1. Phone number: 06-94/501-800, 06-94/795-700 Fax: 06-94/501-803 E-mail: jaras.szombathely@vas.gov.hu

#### Zala Vármegyei Kormányhivatal Zalaegerszegi Járási Hivatala Address: 8900 Zalaegerszeg, Kazinczy tér 4.

Address: 8900 Zalaegerszeg, Kazinczy ter 4. Phone number: 06-92/550-300 Fax: 06-92/550-301 E-mail: <u>zalaegerszeg@zala.gov.hu</u>

#### Baranya Megyei Kormányhivatal Pécsi Járási Hivatala

Address: 7621 Pécs, Kossuth tér 1-3. Phone number: 06-72/795-693; 06-72/795-624 Fax: 06-72/795-700 E-mail: pecs.jaras@baranya.gov.hu

#### Békés Megyei Kormányhivatal Békéscsabai Járási Hivatala

Address: 5600 Békéscsaba, Szabadság tér 11-17. Phone number: 06-66/528-320 Fax: 06-66/528-321 E-mail: <u>bekescsaba.jaras@bekes.gov.hu</u>

#### Budapest Főváros Kormányhivatal V. Kerületi Járási Hivatala

Address: 1051 Budapest, József nádor tér 10. Phone number: 06-1/795-9652 Fax: 06-1/237-4867 E-mail: <u>titkarsag@05kh.bfkh.gov.hu</u>

# Fejér Megyei Kormányhivatal

Székesfehérvári Járási Hivatala Address: 8000 Székesfehérvár, Honvéd u. 8. Phone number: 06-22/795-751 Fax: 06-22/795-814 E-mail: <u>hivatal.szekesfehervar@fejer.gov.hu</u>

#### Hajdú-Bihar Megyei Kormányhivatal Debreceni Járási Hivatala

Address: 4024 Debrecen, Szent Anna u. 42-48. Phone number: 06-52/516-140 Fax: 06-52/516-141 E-mail: <u>debrecen.jh@hajdu.gov.hu</u>

#### Jász-Nagykun-Szolnok Megyei

Kormányhivatal Szolnoki Járási Hivatala Address: 5000 Szolnok, Ady Endre út 9. Phone number: 06-56/795-666 Fax: 06-56/795-694 E-mail: szolnok.jarasihivatal@jasz.gov.hu

#### Nógrád Megyei Kormányhivatal Salgótarjáni Járási Hivatala

Address: 3100 Salgótarján, Múzeum tér 1. Phone number: 06-32/795-160 Fax: 06-32/795-170 E-mail: jaras.salgotarjan@nograd.gov.hu

#### Bács-Kiskun Megyei Kormányhivatal Kecskeméti Járási Hivatala Address: 6000 Kecskemét, Széchenyi krt. 12. Phone number: 06-76/795-829 Fax: 06-76/998-625 E-mail: kecskemet@bacs.gov.hu

# Borsod-Abaúj-Zemplén Megyei Kormányhivatal Miskolci Járási Hivatala

Address: 3525 Miskolc, Petőfi Sándor u. 23. Phone number: 06-46/795-600, 06-46/795-655 Fax: 06-46/795-701, 06-46/512-001 E-mail: jaras.miskolc@borsod.gov.hu

# Csongrád Megyei Kormányhivatal Szegedi

Járási Hivatala Address: 6722 Szeged, Rákóczi tér 1. Phone number: 06-62/680-000 E-mail: vezeto.szeged@csongrad.gov.hu

#### Győr-Moson-Sopron Megyei Kormányhivatal Győri Járási Hivatala

Address: 9023 Győr, Szabolcska M. u. 1/A. Phone number: 06-96/795-043 Fax: 06-96/795-045 E-mail: <u>hivatal.gyor@gyor.gov.hu</u>

#### Heves Megyei Kormányhivatal Egri Járási Hivatala

Address: 3300 Eger, Szarvas tér 1. Phone number: 06-36/482-900 Fax: 06-36/482-905 E-mail: titkarsag.eger@heves.gov.hu

Komárom-Esztergom Megyei

Kormányhivatal Tatabányai Járási Hivatala Address: 2800 Tatabánya, Bárdos László u. 2. Phone number: 06-34/795-659 Fax: 06-34/795-655 E-mail: hivatal.tatabanya@komarom.gov.hu

#### Pest Megyei Kormányhivatal Érdi Járási Hivatala

Address: 2030 Érd, Budai út 7/b. Phone number: 06-23/504-181, 182 Fax: 06-23/504-120, 178 E-mail: jarasihivatal.erd@pest.gov.hu

#### Somogy Megyei Kormányhivatal Kaposvári Járási Hivatala

Address: 7400 Kaposvár, Kossuth tér 1. Phone number: 06-82/795-137 Fax: 06-82/795-138 E-mail: <u>hivatal@kaposvar.gov.hu</u>

#### Tolna Megyei Kormányhivatal Szekszárdi Járási Hivatala

Address: 7100 Szekszárd, Bezerédj u. 10. Phone number: 06-74/795-603 E-mail: <u>titkarsag.szekszard@tolna.gov.hu</u>

#### Veszprém Megyei Kormányhivatal Veszprémi Járási Hivatala

Address: 8200 Veszprém, Mindszenty József u. 3-5. Phone number: 06-88/550-507, 508 Fax: 06-88/550-819 E-mail: veszprem.jaras@veszprem.gov.hu

#### Szabolcs-Szatmár-Bereg Megyei Kormányhivatal Nyíregyházi Járási Hivatala Address: 4400 Nyíregyháza, Kossuth tér 1. Phone number: 06-42/795-110 Fax: 06-42/795-109 E-mail: <u>nyiregyhaza@szabolcs.gov.hu</u>

#### Vas Megyei Kormányhivatal Szombathelyi Járási Hivatala

Address: 9700 Szombathely, Hollán Ernő u. 1. Phone number: 06-94/501-800, 06-94/795-700 Fax: 06-94/501-803 E-mail: jaras.szombathely@vas.gov.hu

#### Zala Megyei Kormányhivatal Zalaegerszegi Járási Hivatala

Address: 8900 Zalaegerszeg, Kazinczy tér 4. Phone number: 06-92/550-300 Fax: 06-92/550-301 E-mail: <u>zalaegerszeg@zala.gov.hu</u>

14.4. The Customer can raise a consumer complaint against the Service Provider. If the Service Provider rejects the Customer's consumer complaint, the Customer can also turn to the arbitration board competent based on their place of residence or stay. The initiation of the arbitration board's procedure requires that the consumer attempts to settle the dispute directly with the business concerned. The arbitration board competent based on the consumer's request, indicated in their application, is responsible for the procedure, instead of the competent authority.

14.4.1. In the arbitration procedure, the Service Provider is obliged to participate and cooperate in accordance with the relevant legal regulations. Within this framework, the Service Provider has an obligation to send a response to the arbitration board upon its request (this action must take place within 8 days from the delivery of the request, with content specified by law), and a duty to appear before the arbitration board ("ensuring the participation of a person authorized to reach a settlement at the hearing") is also stipulated. If the Service Provider's registered office or branch is not located in the county where the arbitration board operating the territorially competent chamber is registered, the Service Provider's cooperation obligation extends to offering the possibility of entering into a written settlement according to the consumer's request.

14.4.2. In case of breach of the aforementioned cooperation obligation, the consumer protection authority has the power, and due to legislative changes, if the Service Provider engages in violating behavior, mandatory fines will be imposed, and there is no possibility of waiving the fine. In addition to the Consumer Protection Act, the relevant provision of the Act on small and medium-sized enterprises has also been modified, so fines will also be applicable to small and medium-sized enterprises.

14.4.3. The competence of the arbitration board includes the extrajudicial settlement of consumer disputes. The task of the arbitration board is to attempt to reach an agreement between the parties for the purpose of settling the consumer dispute, and if this is

unsuccessful, the arbitration board makes a decision in the matter to ensure the simple, fast, efficient, and cost-effective enforcement of consumer rights. Upon the request of the consumer or the business, the arbitration board provides advice on consumer rights and obligations borne by the consumer.

14.4.4. The procedure of the arbitration board is initiated upon the consumer's request. The request must be submitted in writing to the president of the arbitration board: the requirement of written form can be fulfilled by letter, telegram, telex, fax, or any other means that allows the recipient to store the data intended for the recipient for the required duration in a permanent manner and to display the stored data in an unchanged form and content. The request must include:

a. the consumer's name, place of residence, or place of stay,

b. the name of the business involved in the consumer dispute, its registered office, or the relevant branch,

c. if the consumer designates jurisdiction other than that of the competent arbitration board, the name of the arbitration board requested by the consumer,

d. a brief description of the consumer's position, the facts supporting it, and the evidence thereof,

e. the consumer's statement that they attempted to settle the disputed matter directly with the business,

f. the consumer's statement that no proceedings have been initiated before another arbitration board, no mediation process has been initiated, and no action for a court order or a request for a payment order has been filed,

g. the request for the decision of the board,

h. the consumer's signature.

The request must be accompanied by the document or its copy to which the consumer refers as evidence, in particular, the written statement of the business rejecting the complaint. In the absence of this, other written evidence available to the consumer regarding the attempted reconciliation should be included.

If the consumer acts through an authorized representative, the power of attorney must be attached to the request.

14.4.5. The list of arbitration boards can be accessed <u>here</u>. The contact details of the respective arbitration boards with territorial jurisdiction are as follows:

Borsod-Abaúj-Zemplén Vármegyei Békéltető Baranya Vármegyei Békéltető Testület (Territorial jurisdiction: Baranya Vármegye, Somogy Vármegye, Testület (Territorial jurisdiction: Borsod-Abaúj-Tolna Vármegye) Zemplén Vármegye, Heves Vármegye, Nógrád Address: 7625 Pécs, Majorossy I. u. 36. Vármegye) Phone number: 06-72-507-154; Address: 3525 Miskolc, Szentpáli u. 1. Mobile: 06-20-283-3422 Phone Number:06-46-501-091; 06-46-501-870 Fax: 06-72-507-152 Fax: 06-46-501-099 E-mail: kerelem@baranyabekeltetes.hu; E-mail: bekeltetes@bokik.hu info@baranyabekeltetes.hu Website: www.bekeltetes.borsodmegye.hu Website: www.baranyabekeltetes.hu

#### Budapesti Békéltető Testület (Territorial

jurisdiction: Budapest) Address: 1016 Budapest, Krisztina krt. 99. III. em. 310. Phone number: 06-1-488-2131 Fax: 06-1-488-2186 E-mail: <u>bekelteto.testulet@bkik.hu</u>

#### Fejér Vármegyei Békéltető Testület

(Territorial jurisdiction: Fejér Vármegye, Komárom-Esztergom Vármegye, Veszprém Vármegye) Address: 8000 Székesfehérvár, Hosszúsétatér 4-6. Phone number:06-22-510-310 Fax: 06-22-510-312 E-mail: <u>bekeltetes@fmkik.hu</u>; <u>fmkik@fmkik.hu</u>

#### Hajdú-Bihar Vármegyei Békéltető Testület

(Territorial jurisdiction: Jász-Nagykun-Szolnok Vármegye, Hajdú-Bihar Vármegye, Szabolcs-Szatmár-Bereg Vármegye) Headquaters: 4025 Debrecen, Petőfi tér 10. Address: 4025 Debrecen, Vörösmarty u. 13-15. Phone number: 06-52-500-710; 06-52-500-745 Fax: 06-52-500-720 E-mail: bekelteto@hbkik.hu

### Csongrád-Csanád Vármegyei Békéltető

**Testület** (Territorial jurisdiction: Békés Vármegye, Bács-Kiskun Vármegye, Csongrád-Csanád Vármegye) Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: 06-62-554-250/118 Fax: 06-62-426-149 E-mail: <u>bekelteto.testulet@csmkik.hu</u> Website: www.bekeltetes-csongrad.hu

#### Győr-Moson-Sopron Vármegyei Békéltető

**Testület** (Territorial jurisdiction: Győr-Moson-Sopron Vármegye, Vas Vármegye, Zala Vármegye) Address: 9021 Győr, Szent István út 10/a. Phone number: 06-96-520-217 Fax: 06-96-520-218 E-mail: bekeltetotestulet@gymskik.hu

#### Pest Vármegyei Békéltető Testület (Territorial

jurisdiction: Pest Vármegye) Address: 1119 Budapest, Etele út 59-61. II. emelet 240. Postal address: 1364 Budapest, Pf.: 81 Phone number: 06-1-269-0703 Fax: 06-1-474-7921 E-mail: <u>pmbekelteto@pmkik.hu</u> Website: <u>http://www.panaszrendezes.hu/homepage/index.</u> <u>php</u> or <u>www.pestmegyeibekelteto.hu</u>

Submitting a complaint electronically is available on the following page: <u>http://www.panaszrendezes.hu/homepage/index.</u> <u>php/panaszkuldes</u>

#### Baranya Megyei Békéltető Testület

Address: 7625 Pécs, Majorossy I. u. 36. Phone number: 06-72-507-154; Mobile: 06-20-283-3422 Fax: 06-72-507-152 E-mail: <u>kerelem@baranyabekeltetes.hu</u>; <u>info@baranyabekeltetes.hu</u> Website: www.baranyabekeltetes.hu

#### Békés Megyei Békéltető Testület

Address: 5600 Békéscsaba, Penza ltp. 5. Phone number: 06-66-324-976 Fax: 06-66-324-976

# Bács-Kiskun Megyei Békéltető Testület

Address: 6000 Kecskemét, Árpád krt. 4. Phone number: 06-76-501-525; 06-76-501-532 Mobile: 06-70-7028-403 Fax: 06-76-501-538 E-mail: <u>bekeltetes@bacsbekeltetes.hu</u> Website: <u>www.bacsbekeltetes.hu</u>

### Borsod-Abaúj-Zemplén Megyei Békéltető Testület

Address: 3525 Miskolc, Szentpáli u. 1. Phone number:06-46-501-091; 06-46-501-870 Fax: 06-46-501-099 E-mail: <u>bekeltetes@bokik.hu</u> Website: www.bekeltetes.borsodmegye.hu

# Budapesti Kereskedelmi és Iparkamara

**mellett működő Békéltető Testület** Address: 1016 Budapest, Krisztina krt. 99. III. em. 310. Phone number: 06-1-488-2131 Fax: 06-1-488-2186 E-mail: <u>bekelteto.testulet@bkik.hu</u>

#### Fejér Megyei Békéltető Testület

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6. Phone number:06-22-510-310 Fax: 06-22-510-312 E-mail: <u>bekeltetes@fmkik.hu; fmkik@fmkik.hu</u>

#### Csongrád Megyei Békéltető Testület

Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: 06-62-554-250/118 Fax: 06-62-426-149 E-mail: <u>bekelteto.testulet@csmkik.hu</u> Website: www.bekeltetes-csongrad.hu

#### Győr-Moson-Sopron Megyei Békéltető Testület

Address: 9021 Győr, Szent István út 10/a. Phone number: 06-96-520-217 Fax: 06-96-520-218 E-mail: bekeltetotestulet@gymskik.hu

#### Hajdú-Bihar Megyei Békéltető Testület

Headquaters: 4025 Debrecen, Petőfi tér 10. Address: 4025 Debrecen, Vörösmarty u. 13-15. Phone number: 06-52-500-710; 06-52-500-745 Fax: 06-52-500-720 E-mail: bekelteto@hbkik.hu

#### Jász-Nagykun-Szolnok Megyei Békéltető Testület

Address: 5000 Szolnok, Verseghy park 8. III. emelet 305-306. Phone number: 06-20-373-2570 E-mail: bekeltetotestulet@jnszmkik.hu

#### Heves Megyei Békéltető Testület

Address: 3300 Eger, Hadnagy utca 6. földszint Postal address: 3300 Eger, Pf.: 140. Phone number: 06-36-416-660/105 mellék Fax: 06-36-323-615 E-mail: <u>bekeltetes@hkik.hu</u>

#### Komárom-Esztergom Megyei Békéltető Testület

Address: 2800 Tatabánya, Fő tér 36. Phone number: 06-34-513-010 Fax: 06-34-316-259 E-mail: <u>bekeltetes@kemkik.hu</u> Website: <u>www.kemkik.hu</u>; kembekeltetes.webnode.hu

#### Pest Megyei Békéltető Testület

Address: 1119 Budapest, Etele út 59-61. II. emelet 240. Postal address: 1364 Budapest, Pf.: 81 Phone number: 06-1-269-0703 Fax: 06-1-474-7921 E-mail: <u>pmbekelteto@pmkik.hu</u> Website: <u>http://www.panaszrendezes.hu/homepage/index.</u> php or <u>www.pestmegyeibekelteto.hu</u> Submitting a complaint electronically is available on the following page: <u>http://www.panaszrendezes.hu/homepage/index.</u> php/panaszkuldes

#### Nógrád Megyei Békéltető Testület

Address: 3100 Salgótarján, Alkotmány út 9/A. Phone number: 06-32-520-860 Fax: 06-32-520-862 E-mail: <u>nkik@nkik.hu</u> Website: www.nkik.hu **Somogy Megyei Békéltető Testület** Address: 7400 Kaposvár, Anna u.6. Phone number: 06-82-501-000 Fax: 06-82-501-046

#### Tolna Megyei Békéltető Testület

Address: 7100 Szekszárd, Arany J. u. 23-25. Phone number: 06-74-411-661 Mobil: 06-30-6370-047 Fax: 06-74-411-456 E-mail: <u>kamara@tmkik.hu</u>

#### **Veszprém Megyei Békéltető Testület** Address: 8200 Veszprém, Radnóti tér 1.; Pf.: 220 Phone number: 06-88-814-111

Finone number: 06-88-814-111 Fax: 06-88-412-150 E-mail: <u>info@bekeltetesveszprem.hu</u> Website: <u>www.bekeltetesveszprem.hu</u>

#### Szabolcs-Szatmár-Bereg Megyei Békéltető Testület

Address: 4400 Nyíregyháza, Széchenyi u. 2. Phone number: 06-42-311-544 Fax: 06-42-311-750 E-mail: <u>bekelteto@szabkam.hu</u>

#### Vas Megyei Békéltető Testület

Address: 9700 Szombathely, Honvéd tér 2. Phone number: 06-94-312-356; 06-94-506-645 Fax: 06-94-316-936 E-mail: <u>pergel.bea@vmkik.hu</u>

#### Zala Megyei Békéltető Testület

Address: 8900 Zalaegerszeg, Petőfi u. 24. Phone number: 06-92-550-513 Fax: 06-92-550-525 E-mail: <u>zmbekelteto@zmkik.hu</u> Website: <u>www.bekelteteszala.hu</u>

14.5. Online dispute resolution platform: Based on Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), the European Commission has established an online dispute resolution platform that can be used from 15 February 2016 by consumers and traders who have entered into online sales or service contracts and are involved in a consumer dispute.

14.5.1. The scope of the Regulation directly covers traders established in the Union and domiciled in Hungary who are party to online sales or service contracts and are involved in a consumer dispute related to an online sales or service contract concluded between them and the consumer.

14.5.2. In order to use the online dispute resolution platform, prior registration in the European Commission's system is required. After registering in the European Commission's system, you can access the online dispute resolution platform here:

# ODRlink:

https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=HU

14.6. If the Customer does not resort to a arbitration boards or if the procedure does not lead to a resolution, the Customer has the option to initiate legal proceedings before a court for the purpose of resolving the legal dispute in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. The lawsuit must be initiated by submitting a statement of claim, in which the following information must be provided:

- The name of the competent court;
- The names, domiciles, and capacities of the parties and their representatives;

• The right sought to be enforced, along with the presentation of the underlying facts and evidence;

- The data from which the jurisdiction and competence of the court can be established;
- A specific request for a court decision.

The statement of claim must be accompanied by the document or its copy to which the party refers as evidence.

# 15. DATA PROTECTION, PRIVACY POLICY

15.1. The aim of the Service Provider is to ensure the utmost protection of the personal data of Customers using the website. The data processing information provided in these terms and conditions applies exclusively to the website and cannot be applied to websites operated by third parties, even if these websites are directly accessible from the Service Provider's website.

15.2. The Service Provider conducts its activities with the utmost protection of the personality rights of visitors and customers, in compliance with relevant laws, including the Civil Code, as well as Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: Info Act), and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). We draw your attention to the fact that providing personal data on the Service Provider's website is voluntary, and the disclosure of data is given with the acceptance of the terms and conditions by the Customer. In cases where the Customer acts on behalf of another person, it is their responsibility to obtain the consent of the relevant person for the disclosure of their data. In the case of legally incapacitated and limited legal capacity persons, the prior consent of their legal representative is required for making statements, except for data processing related to services that involve routine, widely prevalent transactions. You can find detailed rules regarding data processing in the Privacy Policy available on our website at https://www.comprehandservices.hu/datamanagement-guide-gdpr

15.3. The Service Provider places unique identifiers, commonly referred to as cookies, on the Customer's user computer for certain services. Cookies are used to facilitate personalized services for Customers and to improve services provided to Customers by identifying them and facilitating their authentication. Personal data of Customers are never stored in cookies. By using the website, the Customer accepts the placement of cookies on their computer. Disabling the acceptance of cookies does not hinder the use of the website's services. You can find more information about cookies in the Service Provider's Cookie Policy available at <a href="https://www.comprehandservices.hu/cookie-information">https://www.comprehandservices.hu/cookie-information</a>

# 16. A DIGITAL CONTENT OPERATION, TECHNICAL SECURITY MEASURES, HARDWARE AND SOFTWARE COMPATIBILITY

16.1. The Service Provider guarantees a 99% availability of the website on an annual basis. For the purpose of measuring availability, scheduled maintenance lasting up to 1 working day shall not be considered as downtime, provided that the Service Provider has notified the Customer in advance on the website about the timing and expected duration of such maintenance.

16.2. The website is compatible with all types of browser software and operating systems. The communication of the website is carried out via the HTTP protocol. Communication through the website is not encrypted, except for pages requiring personal data, which are equipped with the HTTPS protocol. The website has an SSL certificate.

16.3. The website runs on a server operated by Bányász József László e.v.

16.4. The Service Provider reserves the right to temporarily suspend the availability of any functionality to all Customers as a whole – including, in particular, network segment, nickname, email address, etc. – in justified cases or to permanently discontinue the provision of the functionality.

# Declaration of Withdrawal/Termination.

# Paper format:

Recipient: Balogh Sándor Tamás e.v. (4002 Debrecen, Tündérrózsa utca 40.)

*I, the undersigned, hereby declare that I am exercising my right to terminate the contract regarding the provision of the service described below:* 

Service name/identifier: [as per the provider's confirmation]

Contract signing date: [the day of receipt of the provider's confirmation]

User's name:

User's address:

User's signature:

Date:

# **Email format:**

Recipient: Balogh Sándor Tamás e.v. (4002 Debrecen, Tündérrózsa utca 40.)

*I, the undersigned, hereby declare that I am exercising my right to terminate the contract related to the provision of the following service:* 

Service name/identifier: [based on the provider's confirmation]

*Contract signing date: [the day of receipt of the provider's confirmation]* 

User's name:

User's address: