

KekStore.com

General Terms and Conditions

1. Introduction

This document (hereinafter referred to as GTC) contains the rights and obligations of contractual partners (hereinafter referred to as: Partner) of **Kek Group Trading and Contracting Limited Liability Company** (hereinafter referred to as: Provider) and the Users (hereinafter referred to as: Consumer, User) using the electronic commerce services provided by the Provider on KekStore.com website, mutually referred to as Parties. User can purchase online from the Partners through the website and Provider provides the platform therefor.

The scope of this GTC concerns every electronic commerce activity provided in Hungary through KekStore.com website. The conditions of using the products and services available through the website are governed by Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services (hereinafter referred to as: E-Commerce Act).

The General Terms and Conditions (hereinafter referred to as: GTC) of KekStore.com contain conditions and rules of using the webshop service available on KekStore.com website (<http://KekStore.com>) (hereinafter referred to as: KekStore.com) operated by **Kek Group Trading and Contracting Limited Liability Company** (hereinafter referred to as: Provider).

The scope of this GTC concerns the legal relationships on Provider's website (<http://KekStore.com>) and subdomains. This GTC is continuously available from the following website: <http://kekstore.com/privacy>.

Any contract made based on this document shall not be filed, shall be made exclusively in electronic format, shall not be regarded as a written contract, shall be written in Hungarian and shall not refer to any code of conduct.

2. Provider's data

Provider's name: Kek Group Trading and Contracting Limited Liability Company
Provider's registered office: 6326 Harta, Rákóczi utca 11/A
Provider's electronic mail address regularly used for contact with the users:
support@kekstore.com
Trade registry number: 03 09 108719
Tax number: 12579877-2-03
Name of the registering authority: Registry Court of Kecskemét Tribunal
Telephone number: +36 30 700 1001
Data protection registration number: NAIH-116420/2017
Language of the contract: Hungarian
Data of the hosting service provider:
Cloud-Design Kft.
1033 Budapest, Szentendrei út 32. 12. em. 125.
ugyfelszolgalat@webstudios.hu

3. Scope of GTC and changeability

1. This GTC defines the rights and obligations of the Parties in terms of every contractual relationship relating to the use of the website, Provider's activities in connection with website operation and advertising and other services not classified as advertising activity, as well as the circumstances relating to the use of other services.
2. The scope of this GTC shall concern every User and Partner. The provisions of this GTC shall oblige or entitle the Provider, Users, Partners, all of their representatives, successors or transferees.
3. With respect to any questions not regulated in this GTC and the interpretation of this GTC, the Hungarian law shall apply, particularly the relevant provisions of Act V of 2013 on the Civil Code (Civil Code) and Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services (hereinafter referred to as: E-Commerce Act). The standards of the relevant acts shall apply to the Parties without specific terms and conditions.
4. This GTC shall be valid from 28 March 2017 and remain valid until withdrawn. The GTC shall apply to the legal relationships established before its validity in such a way that the Users and Partners accept the provisions of this GTC by ordering the particular services or extending the period thereof.
5. Provider shall be entitled to unilaterally modify the GTC provided that the Users affected by the modification are informed in advance. The modifications shall be published on the websites by the Provider 11 (eleven) days before their entering into force. For new Users of the service, the modified GTC shall be valid upon its publication. Partners shall accept the provisions of this GTC by ordering the service/filling out the registration sheet.

6. Users shall consent to be bound by the content of the GTC if they visit the website operated by the Provider or read its content in any way – even if they are not registered users of the website. If Users do not accept the conditions, they shall not be entitled to view the content of the website.

4. Concepts

1. Partner: shall refer to a generic term meaning an exclusively legal person (entrepreneur) who is in a contractual relationship with the Provider. Partner shall publish its offers by the Provider on Provider's website to the Consumers and Users.
2. Advertisement, product: shall mean the presence of advertising for business reasons whose costs (by means of subscription) shall be paid by the Partner to the mediating provider (Provider).
3. Mediating provider, Provider: shall mean a provider supplying an information society service; in this case it shall be Kek Group Trading and Contracting Limited Liability Company.
4. Mediated service: shall mean that the purchase and access of products provided by the Partner on the website is granted.

5. Purpose of the website

The purpose of the website is to provide a platform to the Partners (entrepreneurs) to place their advertisements relating to their products offered for sale, thereby establishing a framework for the purchase made by the Users.

6. General provisions

1. By the use of the website, the Partner and the User state to have learned and accept the conditions set forth in this GTC and the Data Processing Guide published on the website and agree to data processing.
2. The Partner and the User shall give their own and correct data during registration. The electronic contract made based on false data or data associated with other persons shall be considered null and void. The Provider shall not bear any responsibility if the Partner/User uses the service on behalf of another person or with the data of another person.
3. The Provider shall not be responsible for any delay, problem, and mistake arising from the incorrect and/or inaccurate data provided by the Partner/User.

4. Those products or services whose offering violates the law shall not be advertised on KekStore.com.
5. Partner agrees not to offer its product on other websites/platforms for a lower price than the one displayed on KekStore.com. If Partner does not fulfill this condition, Partner shall pay a penalty worth HUF 1,000,000. By accepting this GTC, Partner expressly agrees to the condition of the penalty and does not consider its amount excessive.
6. Provider shall reserve every right in terms of the website, any detail thereof, any content displayed thereon and the distribution of the website.
7. The download, electronic storage, technical manipulation and sale of the contents displayed on the website or any part thereof shall be forbidden without the written consent of the Provider. Any material from the website and its database shall be borrowed only with written consent and by referring to the particular website.
8. With regard to the fact that the content of the website may change regardless of the Provider – unless otherwise regulated by the valid acts – the Provider shall not be liable for the accuracy and reliability of the content of the website.
9. Provider shall not be liable for any content generated or published by third parties, any content uploaded to Provider's system by third parties or any content referred to through the websites.
10. Provider shall reserve the right to modify the content of the website any time or terminate its accessibility in accordance with this GTC. Provider shall not guarantee smooth access to the website. Provider excludes to be liable for mistakes not attributed to it and the damages arising from possible malfunctions exceeding the 99.5% annual availability of the Provider.

7. Liabilities

1. Partner shall be liable for the content and publishing of advertisements, products, commercials and other materials placed on the website.
2. Provider acting as a mediating provider excludes its liability:
 - 2.1. in terms of the damages deriving from the materials placed on the website, including damages to a third party. This provision shall apply to the commercials and other materials placed on the website;
 - 2.2. in terms of information transmitted, stored and disclosed by an information society service provided by the mediating provider and made available by other persons – if the conditions set forth in the act are still valid;

- 2.3. for the accuracy, correctness of the information placed on the website, and their compliance with the laws, as well as for the infringements of the rights caused to a third party by unlawful content;
 - 2.4. for the possible damages deriving from the use of the system, the complete termination of the operation and changes;
 - 2.5. for other errors, damages arising from reasons not attributed to the Provider (force majeure circumstances);
 - 2.6. for possible material and non-material damages to the User caused by the use of the services.
3. Provider shall operate the website as a mediating provider in accordance with the provisions of E-Commerce Act. Provider shall not bear any responsibilities for the notifications, offers made by another party on the online platform maintained by the Provider, as well as for the contracts made based on such notifications and offers or for the failing of any contract and the failures or termination of Services available on the website.
 4. In case of infringements of rights in relation to the Service, Provider shall cooperate with the authorities to the extent required by law in order to attribute liability to the persons committing the infringement and shall reserve the right to make a complaint at the competent authority for any infringement of rights committed by the User or the Partner. If the Provider is obliged to pay a fine, penalty or any amount under any other title, Provider shall be entitled to a claim against the person committing the infringement with regard to the amount paid by the Provider and additionally to total compensation.
 5. The Provider shall not intervene in the legal disputes, transaction arising between the users of the website (User and Partner); in case of any dispute, the Users and Partners of the website shall exempt Provider from every claim, demand and compensation. Provider shall not intervene in the legal disputes arising between the User and the Partner.
 6. The delivery and handover of the products, payment performance, possible right enforcement relating to warranty right and right of withdrawal shall be performed in accordance with the agreement between the Users and Partners, regardless of the Provider.
 7. These rules for liability shall be valid in terms of the Partners and Users.
 8. Provider shall be entitled to refuse to make additional contracts if Partner has not settled charges to the Provider or the previous contract was terminated as a result of serious violation made by the Partner.
 9. Provider shall be entitled but not obliged to check the content possibly published on the website by the Partner during the use of the website. Provider shall not be obliged to check the information transmitted, stored, disclosed by Provider; therefore in terms of the disclosed content the Provider shall be entitled but not obliged to search for signs of the pursuit of unlawful activities.

10. However, if Partner violates the restrictions set forth in this GTC, Provider shall enjoy the right to remove the Advertisement/product; and if Partner intends to place an offensive content on the website, Provider may refuse to provide the service, i.e. place the advertisement/product, any time, and shall not be obliged to place the advertisement/product on its website.
11. Provider shall make particular efforts to ensure that the data, contents provided by the enterprises found on the website are accurate and complete; however, Provider shall not be responsible for any damage arising from the inaccuracy or deficiency of data found on the website. User shall rely on the material available on the website only under its own responsibility. User accepts that User shall be responsible for monitoring the possible changes in the material and data found on the website.
12. Provider excludes its liability for damages, disadvantages and loss of profit deriving from the material placed on KekStore.com, including damages to a third party. Additionally, Provider bears no responsibility for the damages resulting from the use of the system, and any offensive statement or behavior of any other party, any infringements of rights, including intellectual property rights. Provider shall bear liability for compensation in every case only to the extent of the consideration of the ordered Service.
13. If any content published or made available by any persons on KekStore.com is infringing, Provider shall be entitled to remove such content.
14. Partner shall use the service for lawful and legitimate purposes and in lawful and legitimate ways. Provider shall not publish any content which involves, advertises unlawful activities and is based on incorrect data.
15. Partner shall inform the Provider about the changes in its data relating to the use of the service and payment of the charges within 5 (five) business days and change them on the platform of the site. In case of a failure to submit the data or late submission, Provider shall exclude the Provider's delay and the extra costs deriving therefrom shall be borne by Partner. In case of delayed invoicing due to a failure to submit the data or late submission, Provider does not agree to the continuous provision of the Service.
16. User and Partner shall provide the Internet access and relating devices (hardwares and softwares, and the adequate settings thereof) necessary to access the service.
17. Provider shall be entitled to check the public data traffic and reserve the right to immediately terminate the contract in case of unlawful use and use violating the provisions of this GTC. The Provider's right to check shall not exempt Partner from the responsibility for the infringement of rights deriving from unlawful use; such responsibility shall be borne solely by the Partner even if a third party is concerned. Partner shall be liable in terms of every claim made against the Provider which is enforced by a third party against the Provider in connection with the Partner's activity.

18. Partner acknowledges and agrees to the fact that the location, environment – including the advertisements placed immediately next to the product – and order of the products are decided by Provider. Partner shall not be entitled to disapprove of the placement of a different content located on the same website and belonging to the scope of a different display service, shall not make a claim in relation to any advertisement – including the advertisement of a competitor – located in the indirect or direct environment of the content.

8. Service fees

1. Provider shall inform Partner about the current fees of the particular services (e.g. half-year VIP subscription) on the subscription packages site.
2. In the Basic package, Partner shall be entitled to advertise 3 products (in different colours and sizes).
3. Partner shall settle the fees only by the payment methods granted by the Provider. The service relating to the payment shall be active immediately after the successful online payment.
4. Provider shall have the right to unilaterally, yearly modify the Service fees in January based on the inflation rate relating to the previous calendar year (rounded) and published by the Hungarian Central Statistical Office, without any prior notice.
5. Provider shall issue an electronic invoice about its services.

9. Refusal of service

1. Provider shall not publish or shall have the right to remove any content which misleadingly suggests that the Provider supports the product or service advertised by the content.
2. Provider shall enjoy the right to refuse the Service if it cannot be provided for technical reasons or violates any provisions of this GTC. Provider shall suspend the display of previously published contents violating the provisions of this GTC.
3. If bankruptcy proceeding, liquidation proceeding or final accounting is initiated against the Partner, Provider shall be entitled to refuse to provide further Services.

4. Upon refusal of the service, Provider shall also be entitled to immediately terminate every contract of the Partner; if the performance is refused based on this section, the Provider shall not bear compensation or warranty liability.
5. If the Service is partially or fully suspended, terminated or the Provider terminates the contract for the aforementioned reasons, Partner shall not be exempt from paying for the Services used before the date of suspension or termination, and before and/or during the date of suspension. In such cases, Provider shall issue an invoice about the provided Services based on the fees in accordance with Provider's website and the terms of the possibly existing contract between the parties.

10. Copyright

1. Provider shall reserve every right on Kekstore.com website in terms of any part of the website, any content displayed thereon and the distribution of the website.
2. As KekStore.com as a website is regarded a copyrighted work, it is forbidden to download (reproduce), use in any other ways, store electronically, technically manipulate and sell the contents or any part of the contents displayed on KekStore.com website without the written consent of the Provider.
3. Any material from the website and its database shall be borrowed only with written consent and by referring to the particular website.
4. Provider shall reserve every right in terms of every element of its service, its domain names and secondary domain names generated therewith and its online advertisement platforms. The use of services shall not lead under any circumstances to the decryption, reversal of the source code, or to any other infringement of Provider's copyright.
5. It shall also be forbidden to adapt or decrypt the content or particular part of the content of KekStore.com website; unfairly create user identifiers and passwords; use any application suitable for modifying or indexing the content or any part of the content of KekStore website (e.g. web crawler or any other decryptor tools).
6. KekStore.com name is protected by copyright; it shall be used exclusively upon written consent of the Provider except for reference.
7. Users may download specific parts of the website to their hard drive for personal use or print them; however, Users shall not be entitled to further use, distribute, photocopy, borrow the reproduced parts, store them in database, make such reproduced parts downloadable and market the content.

11. Data protection

The Data Processing Guide of Kekstore.com is available on: <http://kekstore.com/privacy>

12. Right to termination

According to Directive 2011/83/EU of the European Parliament and of the Council, Section 29 (1) (a) and (m) of Government Decree No. 45/2014. (II.26.) on the Detailed Rules of Contracts Concluded between Consumers and Business Operations, Partner shall not enjoy the right to termination.

13. Complaint management

1. Our website aims at performing every order/service in the adequate quality, thereby fully satisfying the customers. If the Users/Partners have any kind of complaint about the contract or its performance, their complaint may be communicated by phone, via e-mail or by post.
2. Provider or Partner shall immediately examine oral complaints and if necessary, rectify the issue. If customer disagrees with the ways the complaint has been handled or the complaint cannot be examined immediately, the Provider/Partner shall instantly draw up a protocol about the complaint and its viewpoint in connection therewith and hand over a copy of such protocol to the customer.
3. Provider/Partner shall reply to the written complaint within 30 days in writing. The viewpoint refusing the complaint shall be justified. Provider shall keep the protocol drawn up about the complaint and the copy of the reply for five years, and present them to the authority checking these documents.
4. You are hereby informed that if your complaint has been refused, you may initiate a proceeding conducted by an authority or an arbitration board by submitting your complaint as follows:
5. Consumer may make a complaint at the authority for consumer protection:

According to Government Decree No. 387/2016. (XII.2.) on the Appointment of the Authority for Consumer Protection, in administrative cases the district authority and the district authority based on the county seat shall be competent as a first-instance court, on second instance the Government Office of Pest County shall have national competency. Contact details of district authorities: <http://jarasinfo.gov.hu>

6. Consumer shall have the right to make a complaint at an arbitration board. The contact details of such boards are listed here:

Arbitration Board of Bács-Kiskun County
 Address: 6000 Kecskemét, Árpád krt. 4.
 Telephone number: (76) 501-525, (76) 501-500
 Fax number: (76) 501-538
 Name: Mariann Mátyus
 E-mail address: bkmkik@mail.datanet.hu;

Arbitration Board of Baranya County
 Address: 7625 Pécs, Majorossy Imre u. 36.
 Address for correspondence: 7602 Pécs, Pf. 109.
 Telephone number: (72) 507-154
 Fax number: (72) 507-152
 Name: Dr. József Bodnár
 E-mail address: bekelto@pbkik.hu;

Arbitration Board of Békés County
 Address: 5601 Békéscsaba, Penza ltp. 5.
 Telephone number: (66) 324-976, 446-354, 451-775
 Fax number: (66) 324-976
 Name: Dr. László Bagdi
 E-mail address: bmkik@bmkik.hu;

Arbitration Board of Borsod-Abaúj-Zemplén County
 Address: 3525 Miskolc, Szentpáli u. 1.
 Telephone number: (46) 501-091, 501-870
 Fax number: (46) 501-099
 Name: Dr. Péter Tulipán
 E-mail address: kalna.zsuzsa@bokik.hu;

Arbitration Board of Budapest
 Address: 1016 Budapest, Krisztina krt. 99.
 Telephone number: (1) 488-2131
 Fax number: (1) 488-2186
 Name: Dr. György Baranovszky
 E-mail address: bekelto.testulet@bkik.hu;

Arbitration Board of Csongrád County
 Address: 6721 Szeged, Párizsi krt. 8-12.
 Telephone number: (62) 554-250/118 extension
 Fax number: (62) 426-149
 Name: László Dékány, Zoltán Jerney
 E-mail address: bekelto.testulet@csmkik.hu;

Arbitration Board of Fejér County
 Address: 8000 Székesfehérvár,
 Hosszúsétatér 4-6.
 Telephone number: (22) 510-310
 Fax number: (22) 510-312
 Name: László Kirst
 E-mail address: fmkik@fmkik.hu;

Arbitration Board of Győr-Moson-Sopron County
 Address: 9021 Győr, Szent István út 10/a.
 Telephone number: (96) 520-202; 520-217
 Fax number: (96) 520-218
 Name: László Horváth

E-mail address:
 bekeltotestulet@gymkik.hu;

Arbitration Board of Hajdú-Bihar County
 Address: 4025 Debrecen, Petőfi tér 10.
 Telephone number: (52) 500-749
 Fax number: (52) 500-720
 Name: Dr. Zsolt Hajnal
 E-mail address: info@hbkik.hu;

Arbitration Board of Heves County
 Address: 3300 Eger, Faiskola út 15.
 Address for correspondence: 3301 Eger, Pf. 440.
 Telephone number: (36) 416-660/105 extension
 Fax number: (36) 323-615
 Name: Mrs. Pintér, née Tünde Dobó
 E-mail address: tunde@hkik.hu;

Arbitration Board of Jász-Nagykun-Szolnok County
 Address: 5000 Szolnok, Verseggy park 8.
 Telephone number: (56) 510-610
 Fax number: (56) 370-005
 Name: Mrs. Dr. Lajkó, née Judit Vígh, Dr.
 E-mail address: kamara@jnszmkik.hu;

Arbitration Board of Komárom-Esztergom County
 Address: 2800 Tatabánya, Fő tér 36.
 Telephone number: (34) 513-010
 Fax number: (34) 316-259
 Name: Dr. György Rozsnyói
 E-mail address: kemkik@kemkik.hu;

Arbitration Board of Nógrád County
 Address: 3100 Salgótarján, Alkotmány út 9/a
 Telephone number: (32) 520-860
 Fax number: (32) 520-862
 Name: Dr. Erik Pongó
 E-mail cím: nkik@nkik.hu;

Arbitration Board of Pest County
 Address: 1119 Budapest, Etele út 59-61. 2. em. 240.
 Telephone number: (1)-269-0703
 Fax number: (1)-269-0703
 Name: Dr. Károly Csanádi
 E-mail address: pmbekelteto@pmkik.hu
 Website: www.panaszrendezes.hu

Arbitration Board of Somogy County
 Address: 7400 Kaposvár, Anna utca 6.
 Telephone number: (82) 501-000
 Fax number: (82) 501-046
 Name: Dr. Ferenc Novák
 E-mail address: skik@skik.hu;

Arbitration Board of Szabolcs-Szatmár-Bereg County
 Address: 4400 Nyíregyháza, Széchenyi u. 2.

Telephone number: (42) 311-544, (42) 420-180

Fax number: (42) 311-750

Name: Mrs. Görömbei, née Katalin Balmaz,
Dr.

E-mail address: bekelteto@szabkam.hu;

Arbitration Board of Tolna County

Address: 7100 Szekszárd, Arany J. u. 23-25.

Telephone number: (74) 411-661

Fax number: (74) 411-456

Name: Tibor Mátyás

E-mail address: kamara@tmkik.hu;

Arbitration Board of Vas County

Address: 9700 Szombathely, Honvéd tér 2.

Telephone number: (94) 312-356

Fax number: (94) 316-936

Name: Dr. Zoltán Kövesdi

E-mail address: pergel.bea@vmkik.hu

Arbitration Board of Veszprém County

Address: 8200 Veszprém, Budapest u. 3.

Telephone number: (88) 429-008

Fax number: (88) 412-150

Name: Dr. László Óvári

E-mail address: vkik@veszpremikamara.hu

Arbitration Board of Zala County

Address: 8900 Zalaegerszeg, Petőfi utca 24.

Telephone number: (92) 550-513

Fax number: (92) 550-525

Name: dr. Csaba Koczka

E-mail address: zmbekelteto@zmkik.hu

7. The arbitration board shall be competent to resolve consumer legal disputes out of court. The arbitration board shall attempt to make an agreement between the Parties in order to resolve the consumer dispute; in case of inefficiency, the board shall make a decision in the matter in order to easily, quickly, effectively and cost-efficiently enforce consumer rights. The arbitration board shall give advice on the consumer rights and obligations if it is requested by the Consumer or the Provider.
8. In case of a cross-border consumer legal dispute relating to an online sale and purchase agreement or online service agreement, only the arbitration board attached to Budapest Chamber of Commerce and Industry shall be competent to conduct the proceedings.
9. Consumers may use the online dispute resolution platform of the European Union. The platform can be used after completing a simple registration procedure in the system of the European Commission by [clicking here](#). After login, Consumers may submit their complaint through the following online website: <http://ec.europa.eu/odr>.
10. Provider/Partner shall be obliged to cooperate during the arbitration board procedure. Therefore, Provider/Partner shall send its reply to the arbitration board and make sure that a person entitled to make an agreement is present during the hearing. If the registered office or premises of the enterprise is not registered in the county of the chamber operating the arbitration board with territorial jurisdiction, the enterprise's obligation to cooperate shall extend to the offer of the option for a written agreement made in accordance with the Consumer's needs.

14. **Other provisions**

1. Provider shall be entitled to engage a contributor to perform its obligations. Provider shall be liable for the contributor's unlawful conduct as if the Provider itself has committed such conduct.
2. If any part of this GTC becomes void, illegitimate or cannot be enforced, it shall not concern the validity, legality and enforceability of the remaining parts.
3. If Provider does not exercise its rights deriving from GTC, the failure of exercising such rights shall not be considered as a waiver of rights. The waiver of any rights shall be valid only with a specific written statement made in connection therewith. If the Provider once does not strictly insist on an essential condition or provision of GTC, it shall not mean that Provider waives its right to later strictly insist on the compliance with such condition or provision.
4. Provider and User/Partner shall attempt to amicably resolve their disputes.

SPECIFIC PROVISIONS

15. Conclusion of the contract and its validity

1. Partner shall make the contract entitling to the use of services provided by KekStore.com by means of completing and electronic registration sheet. The contract shall be valid from the day on which the Partner completely filled out the registration sheet, accepted the provisions of GTC, settled the fee (in case of a service with pay element), and Provider activated the service.
2. Provider shall send an electronic mail to User about the activation of the services, i.e. the execution of the contract.
3. Partner acknowledges that if incorrect data or not its own data were given on the registration sheet, the Contract shall be void.
4. In case of invalidity, Partner shall be obliged to settle the fee of the used services to the Provider and the amount already paid shall not be refunded by the Provider.

16. Parties' rights and obligations

1. Provider agrees to continuously provide its Services to Partner provided that Partner fulfills the conditions on the use of the Services in accordance with the content of this GTC.
2. The services with a pay element shall be activated upon arrival of the fee to the Provider.

Special provisions on the operation of the webshop

17. Purchasable products, services

1. The products displayed may be ordered only online. The prices relating to the products are expressed in dollar, do not contain VAT and the fee of home delivery. Extra costs for packaging shall not be charged.
2. Partner shall provide the name and description of the product in detail on the webshop, as well as photos about the products. The photos displayed on the product profile may be different from reality and shall serve as illustrations. No responsibility shall be taken for the difference between the photo displayed on the webshop and the real appearance of the product.

3. If a discounted price is introduced, Partner shall thoroughly inform Users about the price reduction and its exact period.
4. If despite the Partner's exercise of all due care, an incorrect price is displayed on the webshop, particularly an undoubtedly incorrect price, e.g. a price that is substantially different from the known, generally accepted or estimated price of the product, a price equal to HUF 0 or HUF 1 as a result of a system error, Partner shall not be obliged to deliver the product for the incorrect price, but may offer the User a delivery for the correct price and knowing that the User may withdraw from the purchase.
5. If a price is incorrect, there is a noticeable disproportion in value between the real and the displayed product price which shall be immediately realized by an ordinary consumer. According to Act V of 2013 on the Civil Code, the contract shall be made based on the expression of the mutual and consistent will of the Parties. If Parties cannot come to an agreement on the terms and conditions of the contract, i.e. there is no statement expressing the mutual and consistent will of the Parties, no valid contract has been made generating rights and obligations. Consequently, the order confirmed based on an incorrect/false price shall be regarded as a void contract.

6. Ordering process

1. By confirming the order of a product on the website, a contract shall be made between the User and the Partner.
2. User may directly purchase the product offered by the Partners on the website.
3. After registration, the Users log into the webshop/they can start purchasing even without registration.
4. Users shall set the quantity of products – offered by the Partners – to be purchased.
5. Users shall put the selected products to the cart. Users may check the content of the cart any time by clicking on the 'cart' icon.
6. If Users do not want to buy more products, the quantity of the items to be purchased shall be checked. By clicking on icon 'X', the content of the cart may be deleted. Users shall click on 'update/update cart' icon to finalize the quantity.
7. Users shall select the delivery address, the method of delivery/payment which may be the following:

- i. Payment methods:

Users shall settle the consideration for their orders as follows:

Online with bank card: Users may pay the total price of their order online with bank card through the safe payment system of the financial provider (PayPal, AliPay) used by the Provider.

ii. Delivery information:

Partner shall deliver the ordered products by a courier. Partner shall inform the User about the exact delivery costs.

8. Users may enforce the warranty claims, claims under a guarantee and the right to withdrawal against the Partner; Provider does not agree to or provide any warranty or guarantee period, obligation, right to withdrawal. Additionally, Users may exercise their right to withdrawal and termination directly against the Partner, shall submit their complaint in relation to the return of the product to the Partner and shall enforce their rights – deriving from the contract made between absentees – provided by the valid Hungarian laws directly against the Partner.
9. The total payment amount shall include every cost based on the total order and the confirmation mail.
10. Users shall check the parcel upon delivery in the presence of the courier, require the drawing up of a protocol if the products or the package is damaged, and shall not be obliged to receive the parcel in case of any damage. Partner shall not accept any complaint made subsequently without drawing up a protocol.
11. After providing the data, Users can send their order by clicking on the ‘send the order’ button; Users may check the provided data before sending, send a note about their order or inform the Partner about any other wishes in connection with their order in e-mail.
12. Correction of errors during data entry: Users may return in every case to the previous step to correct the provided data before terminating the ordering process.
13. Users shall be sent a confirmation by the Partner via e-mail after sending the order. If this confirmation is not received by the Users within a reasonable period of time depending on the type of the service after the order has been sent, but maximum within 48 hours, Users shall be exempt from the offer validity or the contractual obligation. The order and its confirmation shall be regarded received by the User when it is accessible by the User. Partner excludes its liability for confirmation if the confirmation is not received in time because User entered an incorrect e-mail address during registration or User cannot receive mails because the space of its account is full.
14. Partner shall directly contact the User if any problem arises in connection with the performance of the order (e.g. the ordered product is out of stock).

15. Other requirements on the contents displayed on the website or transferred by the Partner for this purpose

1. In the advertisement placed on the website no content shall be included which
 - violates the law or it is suspected;
 - violates copyright, moral rights, the personality rights of survivors relating to the preservation of the memory of the deceased person, or it is personal;
 - is unreasonably incomplete or does not provide enough information, violates the rights to data protection, incites behaviour destroying the environment and nature, contains evidently incorrect information about the product/service;
 - relates to weapons, ammunition, explosives and substances extremely dangerous for public safety.
2. Partner agrees to be liable for the content of the data and information placed by it on the website and acknowledges that the submission of advertisements violating the law may result in proceedings of public authorities.

16. Order processing and performance

1. Partner shall process the orders after their submission.
2. The orders shall be continuously processed. Partner shall confirm the performance date of the order in every case via e-mail.
3. The general performance date shall depend on Partner's feedback.

17. The liability of Provider as a mediating provider

10.1. The liability of the mediating provider shall be governed by Sections 7-12 of Act CVIII of 2001. The act is available here:

http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A0100108.TV

18. Right to withdrawal

1. Users are hereby warned that the right to withdrawal may be exercised via the **Partner's** contacts.
2. According to Directive 2011/83/EU of the European Parliament and of the Council, Government Decree No. 45/2014. (II.26.) on the Detailed Rules of Contracts Concluded between Consumers and Business Operations, User shall be entitled to withdraw from the contract without giving any reason therefor within 14 days after receipt of the ordered product and return the ordered product. In the lack of this GTC, User shall be entitled to exercise the right to withdrawal for 1 year.

3. The period for exercising the right to withdrawal shall terminate after 14 days counted from the day on which the User or a third party other than the carrier, appointed by the User receives the product.
4. User shall exercise its right to withdrawal in the period between the day of executing the contract and the day the product is received.
5. Consumer shall bear the costs of the product return; Partner does not agree to bear these costs.
6. If the right to withdrawal is exercised, User shall not bear any costs other than those of the product return; nevertheless, Partner shall be entitled to demand the refund of material damages resulting from unintended use.
7. User shall not be granted the right to withdrawal in case of non-pre-manufactured products which were produced based on Consumer's instructions or at Consumer's specific request; or in case of products which were unambiguously customized to the Consumer.
8. Consumer shall not be granted the right to withdrawal
 - a. after the performance of the total service in case of a service contract if the enterprise started the performance upon expressed prior consent of the Consumer and the Consumer agreed to lose its right to withdrawal after the total service has been performed;
 - b. in terms of a product or service whose price or fee cannot be influenced by the enterprise and depends on the possible financial market fluctuations during the period for exercising the right to withdrawal;
 - c. in terms of a perishable product or a product with a short period of expiry;
 - d. in terms of a product with closed packages which cannot be returned after opening for health care and hygienic reasons;
 - e. in terms of a product which – based on its nature – is inseparably combined with other products after receipt;
 - f. in terms of a product with alcohol content whose real value depends on market volatility and cannot be influenced by the enterprise and whose price was agreed on by the Parties upon the execution of the sale and purchase agreement but the contract was performed only on the thirtieth day after the execution;
 - g. in the case of a contract for services where the enterprise contacts the consumer at consumer's specific request in order to carry out urgent repair or maintenance work;
 - h. in terms of a sale and purchase relating to a copy of sound or video records, computer softwares in closed packages if the package was opened by the Consumer upon receipt;
 - i. in terms of newspapers, magazines and periodicals with the exception of subscription contracts;
 - j. in case of contracts made on public auctions;
 - k. in case of contracts on accommodation with the exception of residential services, contracts on services relating to delivery, car rental, catering or

- freetime activities if a specific date or deadline for performance has been set forth in the contract;
- l. in terms of digital data content provided on a non-tangible medium if the enterprise started the performance upon Consumer's expressed prior consent and upon this consent the Consumer made a statement own agreeing to lose its right to withdrawal after performance has been started.
9. According to the aforementioned acts, Partner shall refund the paid amount to User, including the delivery fee, after the product has been returned/the statement on withdrawal has been received but not later than 14 days.
 10. During the refund, the payment method applied during the original transaction shall be used, except if User expressed its consent to the use of another payment method; User shall not bear any extra costs for applying such payment method.
 11. User shall return the products or deliver them to Partner's address without unreasonable delay but definitely not later than 14 days counted after the statement on withdrawal from the contract has been sent to Partner.
 12. User meets the deadline if the products are returned or handed over before the 14-day period expires.
 13. User shall only bear the direct cost of product return, except if Partner has agreed to bear that cost.
 14. Partner shall not be obliged to refund the extra costs to the User which arise from the delivery method differing from the usually applied cheapest delivery method offered by the Partner.
 15. User shall be liable for the depreciation of products only if it was caused by the different handling needed to determine the nature, characteristics and operation of the products.
 16. Partner shall be entitled to withhold the refund until the products have been returned or the User has provided evidence for the return: the earliest date shall be considered.
 17. If User wishes to exercise its right to withdrawal, it shall be communicated to Partner in any of the contacts either in writing (even by means of the attached data sheet) or by phone. In case of a contact in writing by post, the date of posting shall be considered, while in case of a contact by phone, the date of communication via phone shall be considered. If User wishes to inform Partner by post, registered mails and parcels shall be accepted by Partner. User may return the ordered product to Partner by post or courier service.
 18. User shall pay special attention to the intended use of the product as costs of damages caused by unintended use shall be borne by the User. Partner shall

refund the purchase price – including delivery costs – to the bank account number provided by the User within fourteen days upon the return of the product.

19. Government Decree No. 45/2014. (II.26.) on the Detailed Rules of Contracts Concluded between Consumers and Business Operations is available [here](#).
20. Directive 2011/83/EU of the European Parliament and of the Council is available [here](#).
21. User may turn to Partner with any other complaints through the contacts given in this GTC.
22. The enterprise, i.e. a person acting within the scope of its profession, self-employment or business activity, shall not be entitled to the right to withdrawal.

23. Guarantee, warranty

According to the provisions of the Civil Code, User shall be entitled to enforce its warranty and guarantee claims against the Partner in case of defective product performance.

Implied warranty

- a. In what cases shall User be entitled to exercise its right to implied warranty?

According to the provisions of the Civil Code, User shall be entitled to enforce its implied warranty claims against the Partner in case of defective performance by the Partner.

- b. What rights shall the User be entitled to based on its implied warranty claim?

User may be entitled to the following implied warranty claims upon its choice: User may request repair or replacement, except if the performance of the claim chosen by the User from these options is impossible or the claim would entail disproportionate extra costs to the Partner compared to the performance of other claims. If repair or replacement has not been or could not have been requested, the proportionate reduction of the consideration may be claimed or User may also repair the fault or engage a third party to repair it at Partner's expense or – as a last resort – opt for withdrawal from the contract. User may choose another implied warranty instead of the chosen option; however, the costs of the change shall be borne by User, except if it has been justified or triggered by Partner.

- c. What is the deadline to enforce User's implied warranty claim?

User shall communicate the fault immediately after it has been noticed, but not later than two months after its notice. User shall take into account that implied warranty rights cannot be enforced after the 2-year deadline for the limitation period counted from the performance of the contract has expired.

d. Who shall User enforce its implied warranty claim against?

User may enforce its implied warranty claim against the Partner.

e. What are the other conditions of enforcing its right to implied warranty?

Within six months after performance, there shall be no other conditions of enforcing the implied warranty claim than communicating the fault if User proves that the product or the service has been provided by Partner. However, six months after the performance, User shall prove that the fault noticed by the User already existed at the time of the performance.

Product warranty

f. In what cases may User exercise its right to product warranty?

In case of faulty movables (products) User may enforce its implied warranty or product warranty claim, depending on its choice.

g. What rights shall the User be entitled to based on its product warranty claim?

In terms of a product warranty claim, User may only request the repair or replacement of the faulty product.

h. In what cases shall the product be considered faulty?

The product shall be considered faulty if it does not meet the quality requirements valid at its marketing authorization or it does not have the characteristics listed in the manufacturer's description.

i. What is the deadline to enforce User's product warranty claim?

User shall be entitled to enforce its product warranty claim within two years after the product was offered for sale by the manufacturer. User shall lose such right after the deadline has expired.

j. Who shall User enforce its product warranty claim against and what are the other conditions therefor?

User shall exercise its product warranty claim only against the manufacturer or distributor of the movables. User shall prove the fault of the product if the product warranty claim is enforced.

- k. In what cases shall the manufacturer (distributor) be exempt from its product warranty obligation?

The manufacturer (distributor) shall only be exempt from its product warranty obligation if it can prove that:

- the product was not manufactured or distributed within the scope of its business activity;
- the fault could not be noticed at the time of marketing based on the current scientific and technical progress; or
- the fault of the product derives from the application of an act or compulsory regulation of an authority.

The manufacturer (distributor) shall prove only one reason to be exempt.

You are hereby warned that an implied warranty and a product warranty claim cannot be enforced concurrently and at the same time for the same fault. If the product warranty claim has been successfully enforced, the implied warranty claim in relation to the replaced product or the repaired part shall be enforced against the manufacturer.

Guarantee

- l. In what cases may User enforce its right to guarantee?

According to Government Decree No. 151/2003. (IX.22.) on Compulsory Guarantee for Certain Consumer Durables, Partner shall be obliged to grant guarantee in case of defective performance.

- m. What rights shall the User be entitled to based on guarantee and what is the deadline therefor?

The deadline for guarantee shall commence upon the receipt of the consumer durable by the Consumer or if the installation is performed by the distributor or its agent, the deadline shall commence on the date of installation.

- n. When shall Partner be exempt from its obligation to grant guarantee?

Partner shall be exempt from its obligation to grant guarantee only if Partner can prove that the fault emerged after the performance. You are hereby warned that implied warranty and guarantee claim or product warranty and guarantee claim cannot be enforced concurrently and at the same time for the same fault; however, User shall be entitled to rights deriving from guarantee irrespective of the rights described in the sections about implied and product warranty.

- o. Partner shall not be obliged to grant guarantee and warranty for damages resulting from natural wear and tear; incorrect or careless use, excessive

use, impacts different from the ones determined and other, unintended use of the product after the transfer of risk.

24. Proceedings in case of a warranty claim

1. In the contract made between the Consumer and the enterprise the agreement between the Parties shall not derogate from the provisions of the decree to Consumer's detriment.
2. Consumer shall prove the execution of the contract (by means of an invoice or only a receipt).
3. The costs relating to the guarantee obligation shall be borne by Partner (Section 6: 166 of Civil Code).
4. Partner shall draw up a protocol on the warranty or guarantee claim made at Partner.
5. Consumer shall be immediately and justifiably provided with a copy of the protocol.
6. If Partner cannot provide information on whether the Consumer's warranty or guarantee claim can be satisfied upon its submission, Partner shall justifiably inform the Consumer about its viewpoint – in case of a refusal, also about the reason for refusal and the opportunity to turn to an arbitration board – within five business days.
7. Partner shall keep the protocol for three years after its drawing up and present it to the authority checking it.
8. Partner shall endeavour to carry out the repair or replacement within maximum fifteen days.

25. Relevant acts

- the Fundamental Law of Hungary
- Act CXII of 2011 on Informational Self-Determination and Freedom of Information (Privacy Act)
- Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services (E-Commerce Act)
- Act C of 2003 on Electronic Communications (Act on EC)
- Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities (Advertising Act)

- Government Decree No. 45/2014. (II.26.) on the Detailed Rules of Contracts Concluded between Consumers and Business Operations

Dated: Harta, 28 March 2017