

GENERAL TERMS AND CONDITIONS

For users availing themselves of the "Relaxie Market" webshop service

Effective from: 2026. 10.01

Version: 1.0.

Table of Contents

1.	General provisions.....	3
1.1.	Contractual definitions	3
1.2.	Name of the Service Provider	3
2.	The contractual legal relationship	4
2.1.	Interpretation of the Contract.....	4
2.2.	The contracting parties, the subject matter and scope of the contractual legal relationship.....	4
2.3.	Amendment and termination of the contractual legal relationship.....	6
3.	The Service.....	7
3.1.	Description and purpose of the Webshop	7
3.2.	Subject matter of the Service	8
3.3.	Operation and description of the Webshop	8
3.4.	Framework of the Service, rights and obligations of the Parties.....	16
4.	Security of the Webshop, technical protection measures.....	19
5.	Liability	20
6.	Warranty and guarantee	22
7.	Withdrawal and termination	24
8.	Right to complain.....	26
9.	Data processing.....	30
10.	Force Majeure	30
11.	Intellectual property, copyright.....	31
12.	Miscellaneous provisions.....	32

1. General provisions

1.1. Contractual definitions

General Terms and Conditions (hereinafter: "**GTC**"): Those contractual terms which the Service Provider has determined unilaterally, without the involvement of the Customer, in advance in this document, without having negotiated these terms with the Customer, and which contractual terms the Service Provider makes available to the Customer in advance and keeps accessible at all times.

Service Provider: The legal person specified in section 1.2 of the GTC.

Customer or Buyer: The natural person (consumer) acting outside their trade, self-employment or business activity, who avails themselves of the Service provided by the Service Provider and, as such, registers, makes purchases, uses and visits the Service Provider's Webshop.

Parties: The Service Provider and the Customer jointly.

Partner: A commercial partner, supplier and/or courier service, manufacturer in a contractual relationship with the Service Provider, or any contractor or agent involved in the performance of the Contract.

Contract: The contract concluded and performed between the Service Provider and the Customer in the course of using the Webshop, aimed at the use of the Webshop, which is created with the content set out in the GTC.

Service: The service, or the totality of services, defined in section 3 of the GTC, which the Service Provider provides to the Customer.

Webshop: The unique online store created by the Service Provider, where products or services can be viewed, selected, added to the cart and purchased online.

Website: Means the <https://rxiemarket.eu/> website.

Relaxie Market: The name of the Webshop.

Product: The movable goods intended for sale and their parts and accessories published in the Webshop, which the Customer may purchase from the Service Provider against payment of the Purchase Price.

Purchase Price: The price, the consideration, of the Products expressed in money.

Privacy Notice: Provides the Customer with the information required under Articles 13-14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) with regard to the personal data processed in the course of the Services. The Service Provider makes the Privacy Notice available to the Customer in advance and keeps it accessible at all times.

The provisions highlighted in bold in this GTC qualify as special provisions differing from usual contractual practice. By accepting the GTC, the Customer expressly acknowledges and accepts the information highlighted in the GTC.

1.2. Name of the Service Provider

Name of the Service Provider	Relaxie International Kft.
Registered office	5904 Orosháza, Aranyeső utca 22.

Mailing address	5904 Orosháza, Aranyeső utca 22.
Tax number	32837102-2-04
Registration number	Cg.04-09-017804
Represented by	Nikolett Nóvé, Managing Director
Phone number	+ 36 70 224 3748
E-mail address	info@rxiemarket.eu

In connection with any question, request, demand, complaint or comment relating to the Webshop, the Customer may contact the Service Provider at one of the contact details specified in this section.

2. The contractual legal relationship

2.1. Interpretation of the Contract

- 2.1.1. For the interpretation of this GTC, as well as for matters not regulated in the GTC, the applicable Hungarian law shall govern, in particular Act V of 2013 on the Civil Code (Civil Code), furthermore Act CLV of 1997 on consumer protection (Consumer Protection Act), Act CVIII of 2001 on certain issues of electronic commerce services and information society services (E-commerce Act) and the provisions of the relevant implementing legislation.
- 2.1.2. If any provision of this GTC is found to be invalid, ineffective or unenforceable, this shall not affect the other provisions of this GTC.
- 2.1.3. **Prior to making a purchase in the Webshop, the Customer declares that they have become acquainted with the contents of the GTC and the Privacy Notice, and acknowledges the contents thereof as binding upon themselves.**

2.2. The contracting parties, the subject matter and scope of the contractual legal relationship

- 2.2.1. **On the basis of this GTC, a contractual legal relationship (Contract) is established between the Customer and the Service Provider for the purpose of providing, or availing of, the Service defined in this GTC. The Service Provider makes this GTC available and accessible to the Customer in advance on the Website of the Webshop. Prior to making a purchase in the Webshop, during the finalisation thereof, the Customer accepts this GTC and the Privacy Notice by ticking a checkbox, and hereby declares that they have become acquainted with and understood their contents and regards them as the content of the contractual legal relationship established with the Service Provider. The purchase can only be finalised after acceptance of the GTC and the Privacy Notice. The Contract shall only be deemed a concluded contract once the Service Provider declares acceptance of the order, which it confirms in a separate e-mail sent to the Customer. The GTC and the Privacy Notice must be accepted for each individual order.**

- 2.2.2. By placing an order, the Customer makes a binding offer entailing a payment obligation to purchase the Product(s) in the cart, and accepts and acknowledges this GTC as binding upon themselves. The arrival of the Customer's order to the Service Provider results in the Customer being bound by the offer.
- 2.2.3. On the basis of the conditions set out in the GTC, the Customer avails of the Service set out in section 3 of the GTC from the Service Provider. The Contract between the Parties is established with the content set out in this GTC, upon the confirmation following its acceptance, and terminates upon performance or in the manner defined in this GTC, thus it is established for a definite term. The definite term of the contract does not affect the performance of the ancillary obligations arising from the contract (e.g. warranty for defects, product warranty), which are obligations of the Service Provider irrespective of the definite term of the contract. **Performance takes place when the Customer has paid the Purchase Price of the Product in full and the Product has been handed over to, delivered to, the Customer. The time of performance is the day on which the Customer received the ordered Product. The Service Provider delivers the ordered Products to the Customer within the delivery deadline indicated in the Webshop, or indicated during the order and confirmed in the order confirmation. In the absence of a separate provision to that effect, the delivery deadline is 30 days from the day of the conclusion of the contract established under this GTC. A new Contract is established between the Parties for each order.**
- 2.2.4. Ancillary oral agreements, supplements or subsequent amendments of the GTC between the Parties are valid and effective only with the written confirmation of the Service Provider.
- 2.2.5. Under the Contract, the Service Provider provides the possibility to use the Webshop. The Customer is not obliged to actually avail of the main functions of the Webshop or to make a purchase. Even without placing an order and making a purchase, the Customer is entitled to create an account on the Webshop free of charge, to edit their cart, to compile a wish list, to browse, and to decide on their intention to purchase. The Service Provider provides these functions to Customers in a continuously available manner, for an indefinite period. **The relevant provisions of this GTC, as terms of use, are applicable during use even without an order.**
- 2.2.6. The Contract between the Parties qualifies as a contract concluded by electronic means, to which the provisions of the Civil Code and the E-commerce Act relating to electronic commerce services apply. The Contract does not qualify as a written contract; the Service Provider does not register or record it. The GTC in force at any given time is available on the Webshop at any time, and can be downloaded and stored. The Customer may modify the state of the checkbox serving to accept the GTC at any time until the submission of the declaration. The contractual declaration is sent only if the Customer expressly accepts the GTC and thereby finalises their order. The checkbox is not pre-ticked. If the

Customer does not accept the GTC, they cannot finalise and place an order.

- 2.2.7. The Customer acknowledges and expressly accepts that the Service Provider may engage subcontractor(s) (Partner) for the purpose of providing the Service, even in the absence of prior notice to the Customer. The Service Provider is liable towards the Customer for the quality and standard of the tasks performed by the subcontractor(s), as well as for the subcontractor(s)' activity relating to the Service, as if it were acting itself.
- 2.2.8. During the existence of the contractual legal relationship and for the purpose of its performance, the Customer is obliged to cooperate with the Service Provider and to inform the Service Provider of every material circumstance arising in connection with the contractual legal relationship. Otherwise, during the existence of the Contract, the Parties are at all times obliged to cooperate and to inform each other without delay of every material circumstance arising in connection with performance.
- 2.2.9. The scope of this GTC extends to the Services provided to Customers staying within the territory of Hungary.
- 2.2.10. The Service Provider does not submit itself to a code of conduct.
- 2.2.11. The language governing the Contract subject to the GTC is English. The scope of the GTC extends to every commercial transaction established electronically between the Service Provider and the Customer.

2.3. Amendment and termination of the contractual legal relationship

- 2.3.1. The Service Provider is entitled to amend the GTC unilaterally. In every case the Service Provider informs the Customer of the amendment at least 15 days prior to the entry into force of the amendment, and at the same time informs the Customer of the conditions and legal consequences of termination. **It shall be regarded as information and communication of the amendment if the Service Provider publishes the amended GTC on the Webshop.**
- 2.3.2. It does not qualify as an amendment of the GTC by the Service Provider if any condition set out in this GTC changes as a result of a change in a legislative/regulatory provision, or if it makes a clarification in the GTC which does not affect its essential content.
- 2.3.3. If the unilateral amendment of the Service Provider contains any provision disadvantageous to the Customer, or the Customer does not agree with it, the Customer is entitled to terminate the use of the Service with immediate effect. The Customer is not entitled to withdraw from Contracts already performed, nor to terminate them subsequently. **If the Customer does not terminate the Contract or cease the use of the**

Service as set out in this section, the amendment automatically becomes effective and applicable.

- 2.3.4. The Customer is entitled to delete their registration account at any time. The deletion of the registration is possible primarily by sending an e-mail with such a request to the Service Provider's e-mail address recorded in section 1.2, or via the contact menu on the Website. **The Service Provider generally fulfils the deletion request within 30 days of the request arriving in its mail system.** Otherwise, the Customer is entitled to cease or suspend the use of the Webshop at any time, even without prior notice to the Service Provider and without justification. Following deletion, there is no obstacle to the Customer registering again or availing of the Service, but in this case too they are obliged to accept the GTC and Privacy Notice in force.

3. The Service

3.1. Description and purpose of the Webshop

- 3.1.1. The Service Provider is the operator of the individually created Webshop bearing the name **Relaxie Market**. The purpose of the Webshop is to enable Customers, through an online sales interface, to become acquainted with, compare and purchase the products or services advertised and uploaded therein against consideration. The aim of the Service Provider is to sell the products distributed by it or otherwise at its disposal online, in an easily accessible and user-friendly manner.
- 3.1.2. The Webshop is a Service Provider-operated **closed service accessible under defined conditions**. The use of the Webshop and the purchase made through it **is subject to webshop registration, the creation of a Customer account and the successful verification of the Customer's eligibility; in the absence of registration and valid eligibility, no order can be placed in the Webshop**. The verification of eligibility takes place in the Webshop's own technical environment, by means of the verification system serving this purpose. Webshop registration is not merely a technical precondition of the purchase, but part of the access to the closed membership service, the verification and maintenance of eligibility, as well as the provision of the permanent webshop access provided to the Customer and the related account functions. The Service Provider is entitled to refuse, suspend or terminate access to the use of the Webshop if the verification of the Customer's eligibility is unsuccessful, their eligibility ceases or expires, or if the Customer provides untrue, incomplete or unlawfully used data during registration or the use of the Webshop.
- 3.1.3. The purpose of the Webshop is to provide targeted, easily accessible and predictable purchasing opportunities for persons who are staying in Hungary for the purpose of work on a temporary or fixed-term basis and who, due to their particular life situation, have an increased need for support or access with regard to accessing and finding their way around

the Hungarian commercial, supply and service environment, or acquiring certain basic products. The purpose of the Service is to support a group of persons whose members, in connection with their residence and integration situation, may face particular, objectively identifiable difficulties in accessing the domestic commercial and service environment. The purpose of creating the Webshop is to mitigate the access difficulties arising from this particular life situation, to support the integration into Hungary and the independent living of the persons concerned, and to facilitate access to products relevant to them. Accordingly, the Webshop is a closed, membership-type service, which may be accessed exclusively by Customers meeting the personal eligibility conditions defined in advance and in an objective manner in this GTC, directly related to the above purpose of the Website.

3.2. Subject matter of the Service

- 3.2.1. The Service Provider ensures the undisturbed, smooth and proper operation, availability and intended use of the Webshop, and, in order to remedy any errors and malfunctions, takes the necessary measures as soon as can be expected of it. Upon detecting any errors or malfunctions, the Customer is entitled to notify the Service Provider at one of the contact details set out in section 1.2.
- 3.2.2. The Service Provider furthermore ensures the online display and availability of certain products or services, the ordering processes, the organisation and integration of online payment and delivery, the administration and management of orders and purchases, as well as certain functions available through the Webshop (e.g.: creation of a registration account, contact channels, management of wish lists and carts).

3.3. Operation and description of the Webshop

The Customer can use the Webshop as follows and together with the following functions:

- 3.3.1. For availing of the Services provided by the Webshop, registration is mandatory in advance. Without registration, the Customer may browse and edit their cart on the Webshop, but may place an order exclusively with a valid registration. During registration, the Customer is obliged to provide their e-mail address and their OWWA ID defined in section 3.3.2. The Customer receives an e-mail confirmation of the registration.
- 3.3.2. By registering, the Customer, as a third-country worker, is obliged to provide the OWWA (Overseas Workers Welfare Administration) e-card and the related official identifier (OWWA ID), which OWWA ID identifier in this case is a precondition for access to the Services provided by the Webshop. During registration, the Customer is obliged to provide their OWWA ID identifier, after which the registration system of "Relaxie Market" automatically and immediately verifies its validity using the

OWWA system. The Service Provider's system receives automatic and immediate confirmation of the success of the identification, on the basis of which the Customer can finalise their profile after providing further data. The Customer is entitled to modify the personal data in their account at any time by notifying the Service Provider (except for the delivery address). The modification is possible primarily by sending such a request to the Service Provider's e-mail address recorded in section 1.2, or via the contact menu on the Website. **The Service Provider generally fulfils the modification request within 30 days of the request arriving in its mail system.** If there is a change in identifying data, the Service Provider's system verifies the OWWA ID again. The Service Provider provides registration exclusively to Customers with a valid OWWA ID; in the absence of a valid identifier, it is entitled to refuse registration and access to the Webshop, and assumes no liability in the event of the failure or refusal of the registration. Following registration, the Customer may log in to their own account at any time using their e-mail address and the password provided by them. In the event of a forgotten password, the Customer may request a password reminder e-mail from the Service Provider at any time and may modify their password accordingly.

- 3.3.3. **The delivery address is not freely editable data:** the Customer may choose exclusively from among the predetermined delivery addresses or delivery locations supported by the Market at any given time and available on the ordering interface, in view of the fact that the Service Provider provides delivery exclusively to specified geographic areas and to delivery points. The **Customer is not entitled to request delivery to an address not included in the Webshop, and the Service Provider is not obliged to fulfil delivery to such an address.** The Customer is responsible for selecting the actual and appropriate delivery address from among the available options when placing the order, and for ensuring that the data provided or selected by them are suitable for the performance of the Contract. **The Service Provider is not liable for any delay, unsuccessful delivery, additional cost or other disadvantage arising from a delivery address incorrectly selected by the Customer, or from the inaccuracy, obsolescence or incompleteness of the registration or contact data.**
- 3.3.4. Registration on the Website can only be carried out by ticking the reCaptcha box, thereby preventing activities carried out by fake persons (robots) and ensuring that only real persons avail of the Service.
- 3.3.5. The verification of the identifier takes place via an API connection, in an automated manner: the Service Provider transmits to the verification system exclusively the characters necessary for eligibility verification, which provides feedback exclusively on the validity of the identifier, so the Service Provider does not carry out independent identification, and does not process more data than necessary for the verification.
- 3.3.6. The product range of the Webshop consists primarily of durable, non-perishable foodstuffs, or foodstuffs that retain their quality for more than

a short time, as well as of household Products. The Service Provider displays certain Products in the Webshop, lists their categories, name, description, availability, Purchase Price, photograph, characteristics, minimum order quantity, delivery methods and other material characteristics or characteristics required by law. The Service Provider specifies in the Webshop its availability, contact data, any partners, and may provide a description of its operation and activity. The Customer may search, browse and select among the Products and uploaded range in the Webshop, compile their cart, filter among the Products they prefer, list them, add them to a wish list, and, after registering, also purchase directly through the Webshop.

- 3.3.7. Through the Webshop, the Customer may also view their previous order history, track the status of their order, view and modify their provided personal data, and, with regard to the Products they prefer, compile a wish list, which they may edit at any time, view afterwards, save, place directly in the cart, or delete.
- 3.3.8. **Placing a Product on the wish list does not qualify as a reservation or order of the Product or an offer made by the Service Provider, and furthermore the Service Provider does not guarantee the later availability, the availability, nor the unchanged Purchase Price of the Products either.**
- 3.3.9. The content of the Webshop can be browsed even without registration. The viewing of the Products, the use of the search and filter functions, as well as the **placing of products in the cart do not in themselves give rise to a purchase or payment obligation.**
- 3.3.10. Purchasing is possible, alongside registration, after placing the selected Product in the "Cart". The Customer selects the Products they wish to purchase and places them in the Cart according to their own, voluntary decision and subjective judgement. The content of the Cart can be freely modified until the finalisation of the order (modifying quantity, adding a new product, deleting products). The Customer may return to browsing the Webshop at any time without the content of the Cart being lost; in the case of registration they may also keep it in their account or delete it at any time. **Placing a Product in the Cart or keeping it in the Cart does not qualify as a reservation or order of the Product or an offer made by the Service Provider, and furthermore the Service Provider does not guarantee the later availability, the availability, nor the unchanged Purchase Price of the Products either.**
- 3.3.11. An order that can be placed in the Webshop is **subject to a minimum order value**. When calculating the minimum order value, the combined amount of the gross purchase prices of the ordered products, reduced by discounts, shall be taken into account. Any delivery fee, packaging fee, cash-on-delivery fee, as well as any other ancillary cost possibly charged, shall not be included in the minimum order value. If the total value of the products in the Customer's cart does not reach the minimum order value,

the Webshop does not allow the finalisation of the order. **The Service Provider always provides information about the minimum order value on the Website prior to the order.**

- 3.3.12. The Service Provider is entitled, in the case of certain Products, to define a **minimum order quantity**. The Service Provider clearly indicates the minimum order quantity at the Product concerned, prior to the placing of the order. Such a Product can be ordered exclusively upon reaching the indicated minimum quantity. The ordering system of the Webshop may automatically prevent the placing in the cart of a quantity smaller than the minimum order quantity prescribed for the given Product, and the finalisation of the order, until the Customer reaches the required quantity. **The Service Provider always provides information about the minimum order quantity on the Website, at the Products, prior to the order.**
- 3.3.13. After checking the content of the Cart, the Customer can submit the order. Prior to submission, the Customer is obliged to accept this GTC, as well as the Privacy Notice, which they can do by ticking two checkboxes. After providing the information, on the order summary interface the Customer is obliged to check the correctness of the data and information provided by them and the details of the order. At this point the Customer still has the possibility to go back and modify the provided data and the order. Clicking the button finalising the order **gives rise to a payment obligation**. After sending the order, its content can no longer be modified on the Webshop interface.
- 3.3.14. The Service Provider confirms the arrival of the offer (order) sent by the Customer to the Customer by e-mail within a reasonable time, but no later than within 48 hours. The order, or its confirmation, is deemed to have arrived to the Service Provider when it becomes accessible to the addressee. **The Service Provider bears no liability whatsoever if the confirmation does not arrive to the Customer because they provided an incorrect e-mail address, or because it is not accessible to them due to the storage capacity of the e-mail account being full.** The Customer is obliged to check the content of the confirmation e-mail, to review in detail its attachment and the links indicated therein, and to verify the correctness of the data and parameters provided by them. **Any problem, delivery or other additional cost, or impossibility, or delay arising due to incorrectly or insufficiently detailed data or information provided is borne by the Customer and is the exclusive responsibility of the Customer.** The confirmation of the arrival of the order in the manner detailed in this section constitutes the conclusion of the contract. Following the order, the Webshop system automatically sends an e-mail message to the e-mail address provided by the Customer about the summary and receipt of the order. If the electronic confirmation does not arrive to the Customer within a reasonable deadline depending on the nature of the service, but no later than within 48 hours of the sending of the order, the Customer is released from their contractual obligation. Thereafter, the Service Provider begins the processing of the order and

sends a separate e-mail notification about the status of the delivery. If the ordered Product is no longer available, or the order cannot be fulfilled for any other reason, the Service Provider informs the Customer thereof without delay. If the ordered Product is not available at the time of the order, or the Product indicated as orderable cannot be procured within the time indicated on the Webshop, the Service Provider reserves the right not to accept the order of the Product, in which case no contract is concluded, of which the Customer receives notification. Any payment possibly made earlier is refunded to the Customer by the Service Provider without delay, but no later than within 30 days, in the manner paid by them, unless the Customer requests otherwise.

- 3.3.15. The important information relating to the Product (in particular its material properties and characteristics), as well as the sale prices, can be become acquainted with by the Customer on the Website, on the product information page, before placing their order.
- 3.3.16. The Service Provider endeavours to ensure that the product descriptions, composition data, allergen information, packaging and other product information appearing in the Webshop are accurate and up to date at all times. The stock information displayed on the Website is of an informative nature and relates to the moment at which the Service Provider's database was updated. The Service Provider does everything to ensure that these data are up to date; however, due to the rapid movement of goods in the stock of its Partners, it cannot guarantee this, and thus the Webshop may still show certain (running low) Products as available even though they have in the meantime run out. **The Service Provider assumes no liability for all of this.** The Customer is obliged, prior to the order, to check with particular attention the ingredient and allergen information relating to the given product, if they themselves, or another person consuming the product, has a known allergy, intolerance or other individual sensitivity.
- 3.3.17. The Purchase Prices indicated next to the Products are to be understood in **Hungarian forints**. The Service Provider indicates the Purchase Price clearly and unambiguously, as the price actually payable by the Customer, including value added tax (VAT) and other mandatory charges, where it is liable to pay VAT. Other mandatory charges and costs may typically be the fee for delivery and cash-on-delivery (where such exist), which the Service Provider displays separately from the Purchase Price. The total amount payable, increased by the costs, appears before the finalisation of the order.
- 3.3.18. For the fulfilment of the orders – including in particular delivery – the Service Provider may engage a Partner as a contributor. The engagement of the Partner does not affect the Service Provider's liability towards the Customer based on legislation. **Upon receipt, the Customer is obliged, within reasonable limits, to check the external integrity of the consignment, and to signal any detected damage to the deliverer and the Service Provider without delay where possible.**

- 3.3.19. **The Service Provider undertakes delivery exclusively to the delivery addresses, delivery points, or delivery areas indicated as available in the Webshop at any given time.** During the order, the Customer may choose exclusively from among the predetermined delivery addresses selectable on the Webshop interface; **the Service Provider is not obliged to deliver to an address not available in the Webshop.**
- 3.3.20. **The Service Provider does not carry out warehousing activity; it does not store the Products in its own warehouse.** The Service Provider procures the ordered Products from its supplier (Partner), and the storage of the Products prior to their handover to the Customer takes place under the warehousing conditions provided by the supplier. In engaging the supplier, the Service Provider endeavours to cooperate exclusively with a supplier that provides storage conditions appropriate to the nature of the Product and compliant with the relevant legislative, food safety and manufacturer requirements. The Service Provider is not liable for any deterioration in quality, damage or other adverse consequence that demonstrably arises after the proper handover of the Product, from a cause arising within the Customer's sphere of interest, in particular from improper storage, from breach of the cooling or other storage requirements, from improper handling after opening the packaging, from use after the expiry of the best-before date, or from use of the Product contrary to its intended purpose.
- 3.3.21. The Products ordered in the Webshop can be received exclusively by way of delivery. **The Service Provider does not provide on-site or in-person collection.** The Service Provider fulfils the delivery of the Products with the involvement of the delivery Partner engaged by it. Delivery takes place to the delivery address provided by the Customer during registration and available through the Webshop. **Delivery is free of charge.** The Service Provider is entitled to modify the conditions of delivery, including the delivery fee, unilaterally for the future. The Service Provider clearly indicates any delivery fee and its amount in the Webshop prior to the placing of the order. A change in the delivery fee does not affect orders already placed before the entry into force of the modification.
- 3.3.22. **The handover of the Product is deemed to have taken place when the Product is actually taken into possession by the Customer or by a third person designated by the Customer to receive the Product.** The risk of accidental loss, destruction or damage of the Product – i.e. the risk of damage – passes to the Customer upon the proper handover of the Product.
- 3.3.23. **The Customer is obliged and responsible to provide such delivery and contact data by means of which delivery can be ensured.** The Service Provider assumes no liability for deliveries provided incorrectly, erroneously or improperly by the Customer. By ordering any Product found on the Website, thus by concluding the contract under the GTC, the Customer undertakes to receive the Product at the address indicated

by them. If the Customer does not receive the Product at the provided address, the Customer is obliged to bear the direct cost of returning the Product. If the delivery of the Product is unsuccessful for a cause arising within the Customer's sphere of interest – in particular because the Customer or the person entitled to receive it is not available at the provided delivery address at the time of delivery – the Service Provider is not obliged to automatically provide a further delivery attempt following the unsuccessful delivery. If repeated delivery is possible – from the point of view of the safety of the Products – the Service Provider or the service provider carrying out the delivery informs the Customer of its time and conditions. **In the case of foodstuffs, repeated delivery can be provided exclusively if it can be safely fulfilled in view of the nature, shelf life, storage requirements of the Product and the applicable food safety requirements.** An exception from repeated delivery is where the Customer exercises the right of withdrawal, and communicates this in a clearly identifiable manner to the Service Provider orally, in writing, or by returning the withdrawal declaration, by using the withdrawal function. In this case the Service Provider refunds the delivery fee – if there was one – however, the cost of return is always borne by the Buyer.

3.3.24. Upon receipt of the order, the Customer is obliged to examine its external integrity. In the case of visible damage, the Customer may request the delivery partner to draw up a record. All of this does not affect the Customer's statutory warranty for defects, product warranty, guarantee or other claims.

3.3.25. The payment method may be, through the Webshop, **bank card payment or bank transfer.** The Service Provider is entitled to modify the range of payment methods available in the Webshop for the future. For the given order, the payment method available in the Webshop at the time of placing the order and selected by the Customer is always governing. The Service Provider does not process personal data in connection with bank card payment; the bank card cannot be saved in the registration account. The Service Provider applies, built into the Webshop through the **Shopify system**, the built-in **Apple Pay** (Apple Inc.- Apple Distribution International Ltd., Hollyhill Industrial Estate, Cork, Ireland) or **Google Pay** (Google LLC -Google Payment Ireland Limited, 70 Sir John Rogerson's Quay Dublin 2 D02 R296 Ireland) payment system. In the case of bank card payment, the system automatically deducts the amount of the Purchase Price and any related costs from the provided bank card. The system of Apple and Google Pay is independent of the Webshop and the Service Provider; the Service Provider has no insight into or influence over it, and furthermore in no case assumes liability for the personal data processed by them, for its lawfulness or for the consequences of any infringement. Apple and Google qualify as independent data controllers with regard to the personal data processed during the use of their own payment system. The payment service providers may, on the basis of their applicable terms of use, charge various fees (transaction fee, usage fee, refund fee, conversion fee, etc.) on the Purchase Price for the use of the payment system. These possible

costs remain at the Service Provider's expense. **The Customer thus incurs no additional cost or separate fee payment obligation towards the payment service provider.** The Service Provider has no involvement regarding the deduction of the Purchase Price; it is fully automated and takes place immediately upon ordering, and furthermore it has no influence over the rules of the operating and payment conditions and use of Apple and Google, over their unilateral modification, nor does it undertake to follow the changes. The Service Provider is not liable if the bank card payment fails or is delayed for a cause arising within the sphere of interest of the Customer, the card-issuing bank, the payment service providers or another payment service provider participating in the payment transaction. The payment system and its service provider are an independent and autonomous entity from the Service Provider; its payment system is connected directly to the Service Provider. The Service Provider always receives the Purchase Price directly. Bank card payment thus takes place via a payment service provider independent of the Service Provider. **An error, deficiency, malfunction or any unlawful operation of the payment system, and the consequences arising therefrom, are not within the Service Provider's sphere of interest and are not the Service Provider's liability.** Apple/Google Pay automatically sends an electronic notification about the payment transaction and its occurrence. An unsuccessful or interrupted bank card payment does not in itself qualify as payment of the purchase price.

The Customer may also perform payment of the Purchase Price by bank transfer to the bank account indicated by the Service Provider. In the case of bank transfer, payment is deemed to have been made when the full consideration of the order is credited to the Service Provider's bank account. In connection with the bank transfer, any fees charged by the Customer's own payment service provider are borne by the Customer. **The Service Provider is not liable for the delay, failure or defective performance of the transfer for a cause arising within the sphere of interest of the Customer or the Customer's payment service provider.** In the case of bank transfer, the Service Provider sends an electronic invoice to the Customer's e-mail address following the order, and the Customer is obliged to pay the Purchase Price and its costs to the bank account number indicated on the duly issued invoice and within the deadline stated therein, while indicating the order identifier.

- 3.3.26. The Service Provider issues an electronic invoice about the order in accordance with the legislation in force. By accepting this GTC, the Customer consents to the Service Provider sending the invoice by electronic means to the e-mail address provided by them. The Webshop uses the system of Shopify (Shopify International Ltd.; 2nd Floor 1-2 Victoria Buildings Haddington Road Dublin 4, D04 XN32 Ireland) , which operates in an integrated manner with the **Számlázz.hu** (Kboss.hu Kft.; 1031 Budapest, Záhony utca 7.) invoicing system applied by the Service Provider. The issuance of the invoice related to the order accordingly takes place in an automated manner, on the basis of the invoicing data provided by the Customer and recorded in the Webshop. The Customer is obliged to

provide the data necessary for invoicing accurately and completely during the Order, and to check their correctness prior to the finalisation of the order. The Service Provider is not liable for the consequences arising from incorrect invoice data that are demonstrably attributable to data provided incorrectly or incompletely by the Customer.

3.3.27. The fulfilment of the delivery by the Service Provider can only be commenced in the event of full payment of the Purchase Price and its costs.

3.3.28. The Purchase Price and its costs are deemed to have been paid when their full amount has been credited to the Service Provider's bank account or the Service Provider's bank has sent a transaction confirmation thereof.

3.3.29. In the event of the failure of the payment, the order cannot be deemed paid and the Product is not delivered or handed over. The Customer may repeat the payment according to the possibilities provided by the Webshop, choose another payment method, or contact the Service Provider.

3.3.30. The Webshop provides the possibility to rate the Products from 1 to 5 stars, where 1 star means the lowest and 5 stars the highest rating. **A product rating can be given exclusively by a Customer who is registered and logged in to the Webshop. The Service Provider does not verify whether the Customer giving the rating actually purchased or used the given Product through the Webshop or otherwise, therefore the ratings appearing in the Webshop do not qualify as verified customer ratings.** The star ratings given appear in aggregated form in connection with the given Product; the Service Provider does not display the person of the Customer giving the rating to the other Customers. The published rating results represent the aggregation of the star scores given by the Customers, and do not qualify as the Service Provider's own opinion, recommendation, or independent statement regarding the characteristics of the Product.

3.4. Framework of the Service, rights and obligations of the Parties

3.4.1. **As the Service, the Service Provider makes possible the use of the Webshop, provides the Customer with appropriate information about its material characteristics through this GTC, and furthermore, in the event of the purchase of the Products uploaded to the Webshop, provides confirmation and delivery, performs the contract established between the Parties, makes possible the payment of the Purchase Price via a payment interface, issues an invoice, and furthermore ensures every right of the Customers relating to the purchase (including complaint, warranty, withdrawal, etc.). The Service Provider is not obliged to supervise the activity within the Webshop, and assumes no liability for the content published there, for its lawfulness, or for the damages, disadvantages and other legal**

consequences caused by Customers to each other and to themselves by means thereof. The Service Provider makes possible exclusively the payment and delivery methods indicated in the Webshop, but does not undertake any obligation or liability to make possible the use of further payment and delivery methods.

- 3.4.2. The Service Provider sells the Products in accordance with the Hungarian and European Union food safety, product safety, consumer protection, labelling, information and marketing requirements in force at any given time. The Service Provider makes available the product information relating to foodstuffs that is mandatory on the basis of legislation in the Webshop prior to the purchase, or, in the case of information which under legislation must be provided at the latest upon delivery, upon the handover of the Product. With regard to the product-specific information originating from the manufacturer or supplier indicated on the packaging, on the label of the Product, or in the Webshop – in particular the data relating to ingredients, allergens, use, storage and shelf life – the manufacturer Partner, or the supplier Partner providing the given information, is also liable for the accuracy and legal compliance of the data provided by them; this does not affect the obligations and liability incumbent on the Service Provider, as distributor, on the basis of legislation. If the Service Provider becomes aware that any Product distributed by it does not comply with the applicable food or product safety requirements, it takes the necessary measures as set out in the legislation, including in particular the discontinuation of the distribution of the Product, its withdrawal from circulation, cooperation with the competent authorities, as well as – where necessary – the appropriate information of the Customers and the recall of the Product already sold.
- 3.4.3. The Service Provider is entitled at any time to modify, change or delete the range of the Products indicated by it in the Webshop, and furthermore to modify their Purchase Price, delivery and other costs, or to advertise and terminate discounts, which it carries out exclusively on the basis of its own decision; the Customer may not assert any claim against these decisions of the Service Provider.
- 3.4.4. The Service Provider is obliged to process and deliver the orders, and furthermore is entitled to justifiably refuse or cancel the order alongside the refund of the Purchase Price, if there is a stock shortage or it is unable to fulfil the order for any other reason, and furthermore is entitled, but not obliged, to request further information from the Customer if they provided incomplete or incorrect data when ordering. **However, it in no case undertakes any obligation for the contractual performance and delivery of a Product ordered according to incorrect, incomplete data, nor for the legal consequences arising from the failure thereof.**
- 3.4.5. The Customer is entitled to browse the Webshop, to place an order, to make purchases, to modify their cart and wish list, to choose a payment and delivery method from among the possibilities indicated in the

Webshop, and furthermore to turn directly to the Service Provider with any of their claims and to exercise their rights set out in legislation.

- 3.4.6. The Customer is obliged in every case to provide true, accurate and up-to-date data during the order, so that the order can be fully fulfilled; is obliged to check the order prior to sending it and also upon delivery; is obliged to pay the Purchase Price and the further costs; furthermore to treat the login data of their registration account confidentially; and is obliged to use the Webshop according to its functions, in accordance with its intended purpose. **The Service Provider fully excludes its liability for the legal consequences arising from any conduct of the Customer contrary to this section.**
- 3.4.7. The Service Provider ensures, in the manner and to the extent that can be expected of it, the undisturbed, smooth and proper operation and availability of the Webshop, and furthermore, in order to remedy any errors and malfunctions, takes the necessary measures within the shortest time that can be expected of it. The Customer is entitled and obliged to inform the Service Provider of every circumstance which affects the operation of the Webshop, or if they detect a disturbance in its function, or experience any anomalous circumstance during the use of the Webshop. The Service Provider carries out regular updates and maintenance in the manner and to the extent that can be expected of it. The Service Provider assumes no liability for functional and operational errors arising from the absence or inadequacy of the updates. The Service Provider assumes no liability and warranty that the Webshop is – continuously and without interruption available, or continuously and without interruption, safely and error-free usable – in accordance with the expectations placed on it by the Customer, or their needs relating to it, or that the result created in connection with its use is real, reliable, complete or accurate. The Service Provider does not provide customer service and 24-hour availability or system supervision. It begins the correction of any errors within the shortest time possible that can be expected of it, if this is possible and can be expected of it, and if it did not arise from a cause beyond its control.
- 3.4.8. The Service Provider is entitled to remove any data entered by the Customer into the Webshop from the Webshop, even in the absence of prior notice, if in its judgement the data uploaded by the Customer or the Customer's conduct infringes or endangers what is set out in this GTC, or the right or legitimate interest of third persons. The Service Provider does everything during the operation of the Webshop for the protection of the Customers, and furthermore to ensure the proper and safe use of the Webshop. The Service Provider is also entitled to remove content uploaded by the Customer in violation of legislation or the GTC without prior notice. The content provided by the Customers into the Webshop may in no case infringe the right or legitimate interest of third persons; for any such unlawful content or content differing from reality, the Service Provider is entitled to take action against the Customer.

- 3.4.9. The Service Provider reserves the right to modify the settings of the Webshop, to suspend, terminate, change or restrict certain of its functions. The Service Provider is entitled to remove any data entered by the Customer into the Webshop from the Webshop, even in the absence of prior notice to the Customer, if in its judgement the data uploaded by the Customer or the Customer's conduct infringes or endangers what is set out in this GTC, deviates from the intended use of the Webshop or is seriously unlawful.
- 3.4.10. **The Webshop may be used exclusively by the Customer, i.e. a person who has reached the age of 18, has legal capacity and is of full age, compliance with which is the sole responsibility of the Customer.**
- 3.4.11. The Customer is obliged to comply with all legislation, regulations and their obligations under this GTC during the use of the Webshop. The Customer alone is liable for the accuracy and truthfulness of the information and data provided by the Customer during the use of the Webshop.
- 3.4.12. The Customer is entitled to use the Webshop exclusively in accordance with its intended purpose and for the purposes set out in this GTC and according to the terms of use. Any activity aimed at the listing, systematising, archiving, cracking, etc. of the Service Provider's storage space, database, source codes, or at any other unlawful act, is prohibited. During the use of the Webshop, the Customer may not infringe the right or legitimate interest of others.
- 3.4.13. **By accepting the GTC, the Customer expressly acknowledges and accepts what is set out in this section 3.**

4. Security of the Webshop, technical protection measures

The Service Provider applies the following technical protection measures during the use of the Website:

Data protection and encryption: The use of an SSL certificate and HTTPS protocol ensuring the protection of the data and information provided on the Website. The data are stored in encrypted form at a storage service provider designated for this purpose.

Security of payment systems: The application of appropriate, closed, secure technologies for the systems ensuring online payments.

Access control: Restriction of access to Customer data in the Webshop, logging of errors and suspicious activities. Regulation of the administrator privileges of the Webshop.

Regular security audits and updates: Identification and remedying of the security weaknesses of the Webshop through regular monitoring. Continuous keeping up to date and updating of the Webshop. Making regular backups, as

well as providing a restoration procedure. Where necessary, running test systems with test data.

Selection of Partners: During the use of the Webshop, the Service Provider cooperates exclusively with partners who apply the same, high-level protection measures as the Service Provider with regard to their clients, or their own contributors.

Data minimisation: The collection exclusively of the data necessary for operation, the omission of the processing of personal data or the reduction of direct identifiability.

Incident management procedure: the application of predetermined measures in the event of a data protection or security incident.

Customer information: The development of appropriate data protection and use notices and documentation.

5. Liability

- 5.1. The Service Provider – to the fullest extent permitted by law – excludes its liability for all damage for which the exclusion or limitation of its liability is permitted by law. If the Service Provider's liability nevertheless exists for some reason, in the cases permitted by law, the total amount of compensation payable by the Service Provider **is limited, per order, to at most the amount of the actually paid Purchase Price of the Product or Products affected by the compensation claim.** The Service Provider is not liable for indirect, consequential or incidental damage, or for lost pecuniary advantage. **These provisions excluding and limiting liability are not applicable in those cases and to that extent in which the exclusion or limitation of liability is prohibited by law,** in particular with regard to liability in connection with the Service Provider's intentional breach of contract, breach of contract damaging human life, bodily integrity or health, product liability that cannot be excluded on the basis of law, as well as the warranty, guarantee and other consumer rights due to the Customer that mandatorily prevail on the basis of law.
- 5.2. The Service Provider ensures the proper operation and use of the Webshop, its current state at any given time, and furthermore acts in accordance with the legislation during the indication of the Products and the purchase, fulfils its obligations set out in legislation, and undertakes the performance of the Contract established between the Parties, but does not undertake any further obligation.
- 5.3. The Service Provider assumes no liability for those error phenomena, as well as their consequences, which arise from software, hardware independent of the Webshop or from the improper use of the Webshop. It furthermore assumes no liability for defective operation arising from the unstable operation of the data connection line, the internet network, the mail system, and its consequences. Ensuring a stable network

connection is the task and responsibility of the Customer. The Service Provider assumes no liability for the outage of the service during periods arising from maintenance, and furthermore is not liable for the errors, outages, delays occurring in the system of the payment and delivery service provider, or for their availability.

- 5.4. The Service Provider is not liable, with regard to the images uploaded to the Webshop about the Products, for minor, non-material deviations not affecting the material characteristics of the Products, otherwise complying with the description and information of the Products, and not influencing the intended purpose of the Product.
- 5.5. The Customer alone is liable for the correctness, accuracy, truthfulness of the data provided by them, and furthermore for checking the Product prior to the order and after delivery. The Customer alone is liable for the payment of the Purchase Price and other costs; the Service Provider accepts performance on the part of a third person only with the express consent of the Customer. **The Customer is obliged to ensure the receipt of the Products; if they do not receive the Product, it is returned, as a result of which the Service Provider refunds the Purchase Price in full. In the event of unsuccessful delivery of the Product, the Service Provider is not obliged to refund any delivery cost.**
- 5.6. The Customer is obliged to ensure that only persons with authorisation access the Webshop. The Customer is obliged to ensure the security of the passwords, thus that they do not come to the knowledge of an unauthorised person. The Service Provider expressly excludes its liability for damages suffered by the Customer arising from the Customer not fulfilling their obligation under this section and, as a result, their identifier codes, passwords coming to the knowledge of an unauthorised person or being used by an unauthorised person.
- 5.7. The Service Provider furthermore assumes no liability for defective operation and legal consequences attributable to a deficiency of the Customer's equipment or to improper use.
- 5.8. The Service Provider expressly excludes its liability for damages suffered by the Customer or a third party arising from the unsuitability, inadequacy, unlawfulness of the data provided and uploaded on the Website and when ordering. For these damages the Customer always bears liability. The Service Provider is not liable for the correctness, truthfulness, lawfulness or availability of what is contained in the data uploaded by the Customer. In the event of the inadequacy of these, it is not obliged to fulfil the order. The Customer may upload, when ordering and on the Website, only data that do not infringe public morals, public taste, the legislation in force, the rights of others, in particular copyright or personality rights, image, trademarks, or other personality or pecuniary rights, as well as the accounting rules in force. The Customer alone is liable for the data uploaded on the Website and when ordering. It is not the task or responsibility of the Service Provider to examine the uploaded

data, to check their lawfulness and adequacy. The Service Provider is not liable for those damages suffered by the Customer because they communicate some information incompletely, inaccurately, erroneously to the Service Provider. Nor does liability rest on the Service Provider for the consequences arising from the Customer's erroneous or untrue, or not comprehensive, or delayed provision of data.

- 5.9. The Website may be lawfully availed of by any registered Customer. The Customer is not entitled to use the Website as their own, or to resell or make accessible their right of use to a third party; the Customer may use it only for private purposes. By breaching this obligation, the Customer bears full financial liability for the damage caused to the Service Provider.
- 5.10. The Service Provider assumes no liability for damage arising from forcible intrusion, as well as for damage arising due to the usual force majeure causes (e.g.: epidemic, war, act of terrorism, work stoppage, etc.), as well as for malfunction, service outage arising from the fault of the electricity and telecommunications service provider.
- 5.11. **By accepting the GTC, the Customer expressly acknowledges and accepts the information relating to the limitation of liability set out in this section 5.**

6. Warranty and guarantee

- 6.1. With regard to the Products, the Customer may make against the Service Provider, according to the rules of the Civil Code, a **warranty for defects** claim.
- 6.2. In the course of exercising their warranty for defects right, the Customer may request repair or replacement, unless the fulfilment of any of these claims is impossible or would entail a disproportionate additional cost for the Service Provider compared to the fulfilment of another claim. If they did not, or could not, request the repair or the replacement, they may claim a proportionate reduction of the consideration, or – as a last resort – may also withdraw from the Contract.
- 6.3. In view of the nature of the foodstuffs sold in the Webshop, the fulfilment of a repair claim is generally impossible, therefore the Customer – according to the conditions defined in legislation – may primarily request the replacement of the Product, or, if the conditions relating thereto exist, a proportionate price reduction, and furthermore may withdraw from the Contract. However, in the case of a contract between a consumer and a business – aimed at the sale of goods qualifying as a movable thing – within the framework of exercising their warranty for defects rights, the Customer may not repair the defect themselves at the expense of the business, nor have it repaired by someone else. With regard to the Products, the Customer may claim a proportionate price reduction, and furthermore may also demand compensation for any damage caused to

them on the basis of what is set out in section 5.1. They may also switch from their chosen warranty for defects right to another; however, the cost of the switch is borne by the Customer, unless it was justified, or the Service Provider gave cause for it.

- 6.4. The Customer is obliged to communicate the defect immediately after its discovery, but no later than within 2 months counted from the discovery of the defect. At the same time, beyond the 2-year limitation period counted from the performance of the Contract, they may no longer assert their warranty for defects rights.
- 6.5. The Customer may assert their warranty for defects claim against the Service Provider.
- 6.6. Within one year counted from performance, the assertion of the warranty for defects claim has no condition other than the communication of the defect, if the Customer proves that the service was provided by the Service Provider. However, after the lapse of one year counted from performance, the Customer is already obliged to prove that the defect recognised by the Customer already existed at the time of performance.
- 6.7. In the case of a defect of the Product (movable thing), the Customer – at their choice – may assert the right defined in this section or a **product warranty claim**. As a product warranty claim, the Customer may request exclusively the repair or replacement of the defective Product. A Product is defective if it does not comply with the quality requirements in force at the time of its placing on the market, or if it does not possess the characteristics contained in the description given by the manufacturer. The Customer may assert their product warranty claim within two years counted from the placing of the Product on the market by the manufacturer. Upon the lapse of this deadline, they lose this entitlement. The Customer may exercise their product warranty claim exclusively against the manufacturer or distributor of the movable thing. In the case of the assertion of a product warranty claim, the defect of the Product must be proven by the Customer. The manufacturer (distributor) is exempted from its product warranty obligation exclusively if it can prove that:
 - it did not manufacture or place the product on the market within the scope of its business activity, or
 - the defect was not recognisable according to the state of science and technology at the time of the placing on the market, or
 - the defect of the product results from the application of legislation or a mandatory regulatory provision.
 - For exemption, it is sufficient for the manufacturer (distributor) to prove one cause.
- 6.8. The foodstuffs sold in the Webshop – including durable foodstuffs – do not fall within the scope of the durable consumer goods under Government Decree 151/2003 (IX. 22.), or within the scope of the durable consumer goods subject to mandatory **guarantee** as defined by Decree

10/2024 (VI. 28.) IM, therefore statutory **mandatory guarantee does not apply** to these Products. This does not affect the warranty for defects and – if the conditions thereof exist – product warranty rights due to the Customer on the basis of law. If the Service Provider, the manufacturer or another contributor or Partner undertakes a voluntary guarantee for any Product, the Customer receives separate information about its conditions, duration and the manner of asserting it.

- 6.9. For the same defect, the Customer may not assert guarantee, warranty for defects and product warranty claims simultaneously, in parallel with each other. However, in the event of the successful assertion of a product warranty claim, the Customer may assert their warranty for defects claim relating to the replaced Product, or the repaired part, against the manufacturer.
- 6.10. Complaints relating to defective performance – if these are detectable with usually expectable care – must be reported by the Customer without delay. In the case of a consumer order, a defect communicated within two months of the discovery of the defect must be regarded as communicated without delay.
- 6.11. If the Customer submits a warranty objection, the Service Provider investigates it and notifies the Customer of the result.
- 6.12. In connection with defective performance, and with regard to the rules of the conciliation board, among Customers a consumer under section 6:157 (3) of the Civil Code, as well as a consumer (Customer) under section 2, point 10.b) of the Consumer Protection Act, is also to be regarded as a consumer.
- 6.13. The (damage) liability of the Service Provider is governed by what is set out in section 5.

7. Withdrawal and termination

- 7.1. The Customer is entitled to withdraw from the contract concluded under the GTC without justification within 14 days counted from the receipt of the Product. The Customer may also exercise this right in the period between the day of the conclusion of the contract under this GTC and the receipt of the Product; however, if they exercise this right after the commencement of performance, they are obliged during the settlement to reimburse the reasonable costs of the Service Provider.
- 7.2. The Service Provider may demand reimbursement of the depreciation arising from use exceeding the use necessary to establish the nature, characteristics and functioning of the Product.

- 7.3. If the Customer wishes to exercise their right of withdrawal/termination, they are obliged to send their unambiguous declaration containing their intention to withdraw/terminate by post or by way of a letter sent by electronic means to the e-mail address indicated in section 1.2, or, in the case of oral withdrawal/termination, they can contact the Service Provider at the contact details of the Service Provider defined in section 1.2. In this respect, the Service Provider may request that the caller identify themselves in some manner, to which personal data processing the Privacy Notice found on the Website is governing. The Service Provider confirms the fact of the withdrawal in writing, sent to the e-mail address contained in the order.
- 7.4. The Customer may exercise the right of withdrawal by using the **withdrawal/termination declaration template**; or by way of another unambiguous declaration to that effect. The withdrawal/termination declaration template can be downloaded and used from Annex 1 of the legislation found at the following link, or also from the Webshop database:

<https://net.jogtar.hu/jogszabaly?docid=a1400045.kor>

The exercise of the right of withdrawal must be regarded as asserted in time if the consumer sends their declaration before the expiry of the deadline defined in section 7.1.

The Customer may also exercise the right of withdrawal by using the withdrawal function placed on the website of the Webshop, which withdrawal function is possible by the submission of a single-button "Withdrawal from the contract", which is continuously and at any time accessible to the Customer. The withdrawal function is an unambiguously worded, easily readable online withdrawal declaration, in which the Customer communicates to the Service Provider that they withdraw from the order, indicates their name, contractual (order) identifying data, as well as their electronic availability. After the filled-in data, the Customer can send their withdrawal with the "Confirm withdrawal" button. In the event of the arrival of the withdrawal to the Service Provider, the Service Provider sends, without undue delay, a confirmation/acknowledgement of receipt of the content of the withdrawal, as well as of the day and time of its sending. The burden of proving that they exercised their right of withdrawal in accordance with this paragraph rests on the Customer. The withdrawal qualifies as asserted in time if the Customer exercises their right with the function within 14 days counted from receipt.

- 7.5. If the Customer withdraws from the contract, the Service Provider refunds without delay, but no later than within 14 days counted from the receipt of their withdrawal declaration, all consideration performed by the Customer, including the delivery cost. During the refund, the Service Provider applies a payment method identical to the payment method applied during the original transaction, unless the Customer expressly

gives their consent to the use of another payment method; as a consequence of the application of this refund method, no additional cost is borne by the Customer.

- 7.6. The Customer is obliged to return or hand over the Product to the Service Provider without undue delay, but no later than within 14 days counted from the communication of their withdrawal declaration. The cost of the return is borne by the Customer. The deadline is deemed to have been met if the Customer sends the Product before the expiry of the 14-day deadline.
- 7.7. The Service Provider may withhold the refund until it has received back the Product, or the Customer has proven beyond doubt that they returned it: of the two, the earlier date must be taken into account.
- 7.8. The Customer may not exercise their right of withdrawal in the cases under section 29 (1) of Government Decree 45/2014 (II. 26.), of which the following prevail with particular emphasis in this case:
 - o in the case of a non-prefabricated Product that was produced on the Customer's instruction or express request, or in the case of a Product that was clearly tailored to the Customer's person;
 - o with regard to perishable Products or Products that retain their quality for a short time;
 - o with regard to a Product of sealed packaging that cannot be returned after opening following the handover for health protection or hygiene reasons;
 - o with regard to a Product that by its nature becomes inseparably mixed with another Product after the handover.

8. Right to complain

- 8.1. The Service Provider is obliged to ensure the handling of complaints submitted in connection with the Webshop, its use, and the orders. The Customer is entitled and obliged to notify the Service Provider of any complaint arising.
- 8.2. The Customer may submit to the Service Provider, orally or in writing, a **Customer objection/complaint** at the contact details indicated in section 1.2 of this GTC. The complaint handling of the Service Provider is free of charge and without fee.
- 8.3. If a Customer legal dispute possibly existing between the Service Provider and the Customer is not settled during negotiations with the Service Provider, the Customer may turn to the conciliation board competent according to their domicile or place of residence and may initiate the procedure of the Board.

- 8.4. The Customer can become acquainted with the competent conciliation board, as well as its registered office and postal address, through the following website: <https://bekeltetes.hu/udvozlo>
The procedure of the conciliation board procedure can be found at the following link: <https://bekeltetes.hu/tartalom/21/menu/8>

The contact details, availability data of the **Csongrád-Csanád Vármegyei Békéltető Testület**

competent according to the registered office of the Service Provider:

Székhelye: **6721 Szeged, Párizsi krt. 8-12.**

Levelezési cím: **6721 Szeged, Párizsi krt. 8-12.**

Telefon/Fax: **+36-62/549-392**

E-mail cím: **bekelteto.testulet@cskik.hu**

Honlap: <https://www.bekeltetes-csongrad.hu/>

The Service Provider has not made a general submission declaration.

- 8.5. Beyond the above, the following legal enforcement possibilities are open to the Customer:

Complaint at the Service Provider: You have the possibility to also make a complaint at the Service Provider by way of any of the contact details defined in this GTC. The Service Provider investigates the complaint within 30 days of its receipt; in the case of an oral complaint it draws up a record thereof. Within this period – in accordance with the provisions relating to the reply given to a written complaint – the Service Provider sends the record to the complainant simultaneously with the substantive reply.

- 8.6. Complaint at the Consumer Protection authority. If the Customer detects the infringement of their rights, they are entitled to turn with a complaint to the Consumer Protection authority competent according to their domicile. Following the adjudication of the complaint, the authority decides on the conduct of the consumer protection procedure. The first-instance consumer protection authority tasks are performed by the capital city and county government offices competent according to the Customer's domicile; the list of these can be found here:

<https://kormanyhivatalok.hu/kormanyhivatalok>

Budapest Főváros Kormányhivatala

Fogyasztóvédelmi Osztály

Address: 1051 Budapest, Sas u. 19. III. em.

Phone: +36 (1) 450-2598

E-mail: fogyved_kmf_budapest@bfkh.gov.hu

Pest Vármegyei Kormányhivatal

Fogyasztóvédelmi Osztály

Address: 1088 Budapest, József krt. 6.

Phone: +36 (1) 459-4843

E-mail: fogyved@pest.gov.hu

Bács-Kiskun Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 6000 Kecskemét, Szent István krt. 19/A.
Phone: +36 (76) 795-710
E-mail: fogyasztovedelem@bacs.gov.hu

Baranya Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 7630 Pécs, Hengermalom u. 2.
Phone: +36 (72) 795-398
E-mail: fogyasztovedelem@baranya.gov.hu

Békés Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 5600 Békéscsaba, József Attila u. 2-4.
Phone: +36 (66) 546-150
E-mail: fogyved@bekes.gov.hu

Borsod-Abaúj-Zemplén Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 3525 Miskolc, Városház tér 1.
Phone: +36 (46) 512-971
E-mail: fogyasztovedelem@borsod.gov.hu

Csongrád-Csanád Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 6722 Szeged, Rákóczi tér 1.
Phone: +36 (62) 680-530
E-mail: fogyasztovedelem@csongrad.gov.hu

Fejér Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 8000 Székesfehérvár, Honvéd utca 8.
Phone: +36 (22) 501-751
E-mail: fogyved@fejer.gov.hu

Győr-Moson-Sopron Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 9022 Győr, Türr István u. 7.
Phone: +36 (96) 795-950
E-mail: fogyasztovedelem@gyor.gov.hu

Hajdú-Bihar Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 4025 Debrecen, Széchenyi u. 46.
Phone: +36 (52) 533-924
E-mail: fogyasztovedelem@hajdu.gov.hu

Heves Vármegyei Kormányhivatal

Fogyasztóvédelmi Osztály
Address: 3300 Eger, Kossuth L. u. 9.
Phone: +36 (36) 515-469
E-mail: fogyved@heves.gov.hu

Jász-Nagykun-Szolnok Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 5000 Szolnok, Indóház u. 8.
Phone: +36 (56) 795-165
E-mail: jasz.fogyved@jasz.gov.hu

Komárom-Esztergom Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 2800 Tatabánya, Bárdos L. u. 2.
Phone: +36 (34) 309-303
E-mail: fogyasztovedelem.meff@komarom.gov.hu

Nógrád Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 3100 Salgótarján, Mérleg u. 2.
Phone: +36 (32) 511-116
E-mail: fogyved@nograd.gov.hu

Somogy Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 7400 Kaposvár, Vásártéri u. 2.
Phone: +36 (82) 510-868
E-mail: fogyasztovedelem@somogy.gov.hu

Szabolcs-Szatmár-Bereg Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 4400 Nyíregyháza, Hatzel tér 10.
Phone: +36 (42) 500-694
E-mail: fogyasztovedelem@szabolcs.gov.hu

Tolna Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 7100 Szekszárd, Kiskorzó tér 3.
Phone: +36 (74) 795-385
E-mail: fogyasztovedelem@tolna.gov.hu

Vas Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 9700 Szombathely, Wesselényi u. 7.
Phone: +36 (94) 505-220
E-mail: fogyasztovedelem@vas.gov.hu

Veszprém Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 8200 Veszprém, Megyeház tér 1.

Phone: +36 (88) 550-510
E-mail: veszprem.fogyasztovedelem@veszprem.gov.hu

Zala Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 8900 Zalaegerszeg, Göcseji út 24.
Phone: +36 (92) 510-530
E-mail: fogyasztovedelem.zala@zala.gov.hu

The Customer has the possibility for a dispute resolution procedure via the online dispute resolution platform of the European Union, which is accessible at the following interface:

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

The Customer is entitled to enforce their claim arising from a consumer protection legal dispute before a court within the framework of civil proceedings, according to the provisions of the Civil Code, as well as Act CXXX of 2016 on the Code of Civil Procedure.

In the case of a cross-border Customer legal dispute in connection with an online contract, there is a possibility for Customers to resolve their cross-border legal disputes electronically at the following link:

<https://ec.europa.eu/consumers/odr/main/?event=main.trader.register>

9. Data processing

- 9.1. During the use of the Webshop, the Service Provider makes available to the Customer the Privacy Notice relating to the processing of the Customer's personal data, and makes it continuously accessible on the Webshop interface. The Service Provider processes the personal data to be provided within the framework of the performance of this GTC for the purpose of the performance of the Service and the tasks set out in this GTC, on the basis of the authorisation of section 13/A of Act CVIII of 2001.

10. Force Majeure

- 10.1. It does not qualify as a breach of contract if, for a cause not attributable to either of the contracting Parties (force majeure), either of the Parties is unable to fulfil their obligations under the GTC. Those unforeseeable circumstances that cannot be averted by human force (e.g.: war, earthquake, flood, fire, act of terrorism, epidemic, etc.), which do not depend on the will of the Parties and directly impede the given Party, or the institution or service provider contributing to the performance of the contract, in the performance of the contractual legal relationship, must be regarded as force majeure circumstances. If the duration of the force majeure exceeds 30 days, either Party may terminate the Contract with immediate effect, or, if the original state can be restored, may withdraw from the contractual legal relationship, even in the case where they are

otherwise not entitled to termination or withdrawal on the basis of the governing law or the GTC.

11. Intellectual property, copyright

- 11.1. All material, text, image, animation, graphics, source code, logo, appearance, design, structure, idea, principle, know-how, etc. placed in the Webshop constitute the intellectual property of the Service Provider, over which it has unlimited and exclusive pecuniary rights, thus all of this is under full legal protection. The holder of the rights attached to the intellectual property is exclusively the Service Provider. The unauthorised use of the Webshop or its content, or of any intellectual property of the Service Provider, without prior permission is prohibited, the violation of which may entail civil law, copyright, or criminal law consequences.
- 11.2. The Service Provider fully reserves all of its copyright and intellectual creation rights with regard to the Webshop. The use of the Webshop does not mean and does not result in the transfer of the copyright and intellectual property, or the handover of an unlimited and exclusive right of use, to the Customer. The intellectual products of the Service Provider appearing in the Webshop can be used and availed of exclusively within the framework of the Service, under the name of the Service Provider.
- 11.3. The Service Provider does not transfer a right of use in connection with the Webshop as a copyright work/intellectual creation; the intellectual product or any part thereof may in no case be distributed, reproduced, decompiled, copied, modified, reverse-engineered, sold or adapted, and furthermore may not be made accessible to third persons, or exploited in any other manner, unless the Service Provider expressly, in advance, in writing consents thereto. The Customer is obliged to refrain from any conduct which may infringe or endanger the good reputation of the Service Provider. The Customer is not entitled to carry out an activity aimed at the unauthorised copying, imitation or competitive use of the operation, technical solutions, user interface or other elements of the Webshop.
- 11.4. The name, logo, image elements, domain names, application names, brand marks and other designations of the Service Provider are under legal protection. Their use, display or application in any manner is permitted exclusively with the prior written permission of the Service Provider.
- 11.5. The Customer is obliged to refrain from any unfair conduct, is entitled to use the Webshop exclusively in accordance with its intended purpose, however, may not transfer it to third persons or resell it.
- 11.6. **A violation of what is set out in this chapter qualifies as a serious breach of contract. In the event of any unlawful use, the Service Provider is entitled to restrict, suspend or terminate the Customer's access to the Webshop, and furthermore is entitled to take action**

against the Customer with a legal claim (including a civil law and criminal law claim), to demand compensation for its full damage for the unauthorised use.

- 11.7. **By accepting the GTC, the Customer expressly acknowledges that the unauthorised use of the Webshop and the intellectual products found therein may entail legal consequences.**

12. Miscellaneous provisions

- 12.1. The Parties are obliged to settle their disputes relating to the Contract primarily amicably. If the conciliation does not lead to a result, they stipulate the jurisdiction of the competent courts of Hungary for their legal disputes. For every agreement concluded by the Parties on the basis of this GTC, as well as for the GTC itself, the laws of Hungary must be regarded as governing in every respect. In matters not regulated in this GTC, the Civil Code, or the otherwise governing Hungarian legislation, are governing.
- 12.2. **The Service Provider makes possible the accessibility of this GTC and the Privacy Notice prior to the availing of the Service; they are accessible to anyone at any time in their state in force, via the Webshop. The Privacy Notice forms an inseparable annex to this GTC.**
- 12.3. The invalidity of one or more provisions contained in this GTC does not affect the validity of the other provisions. In such a case the contracting Parties endeavour to replace the invalid provision concerned by way of negotiation with a valid provision, and during the negotiations to that effect take into account the framework and objectives of the GTC.

Relaxie International Kft.
Service Provider