A01
General Terms and Conditions

Effective from June 1, 2024

made by Programming and Marketing Solutions Limited Partnership (company registration number: Cg.09-06-016904, tax number: 32280641-1-09), with its registered office at 4031 Debrecen, István út 67. 9th floor, apt. 27, as an annex to individual service contracts concerning website creation, maintenance, operation, and tasks related to websites, executed on the undersigned date and location under the following terms.

This GTC (General Terms and Conditions) applies to all transactions concluded between the Customer and the Service Provider for the purpose of creating and maintaining websites (webpages), creating and maintaining online stores, uploading products to online stores created by the Service Provider, and creating and maintaining content management systems (CMS).

This GTC forms an integral part of the individual service contract throughout the entire term of the contract. The GTC is valid with the text agreed upon by the parties at the time of signing the contract and remains unchanged throughout the term of the contract.

The language of this GTC and the individual service contract is Hungarian. In the event of translation into another language, the Hungarian text shall prevail in case of legal disputes.

1. Glossary of Definitions and Abbreviations

1.1. GTC: These General Terms and Conditions.

1.2. Service: Website creation, maintenance, development, and all related services undertaken by the Service Provider.

1.3. Service Provider: The service provider defined in Chapter 2.

1.4. Customer: Any natural or legal person, or organization without legal personality, utilizing the Service Provider's Services.

1.5. Website, Webpage: An online interface or system of pages without the functionality to place online orders.

1.6. Online Store: An online interface or system of pages that includes functionality for placing online orders.

1.7. Source Code: The original code created in a programming language that operates the page system.

1.8. Source Code User: A (natural or legal) person authorized by the creator of the source code to use the source code of the page system on their own server or a server provided by a third party.

1.9. Content: Any data (text, graphics, audio, video, etc.) that the Customer wishes to display on the page system under the terms of the individual service contract, excluding the source code and the program operating the page system.

1.10. Domain Name: The name used on the internet for identifying websites.

1.11. Server: A computer directly connected to the internet that ensures the operation of the page system.

1.12. Hosting Space: The storage space allocated on the server, dedicated to the Customer's name, reserved for the page system.

1.13. Programming Error: Any phenomenon that hinders the intended use of the page system created by the Service Provider.

1.14. Consumer: A consumer as defined in Section 8:1 of Act V of 2013 on the Civil Code (Ptk.) or under Act LXV of 1997 on Consumer Protection (Consumer Protection Act).

1.15. Complaint: Any objection raised by the consumer against the enterprise, directed at rectifying an individual infringement of rights or interests related to the behavior, activity, or omission of the enterprise or its representatives in connection with the distribution or sale of goods to consumers, excluding warranty, product liability, or guarantee claims.

2. Service Provider Details

2.1. Company Information

- **Company Name:** Programming and Marketing Solutions Limited Partnership

- **Short Name:** Programming and Marketing Solutions Bt.

- **Registered Office:** 4031 Debrecen, István út 67. 9th floor, apt. 27

- **Tax Number:** 32280641-1-09

- **Company Registration Number:** Cg.09-06-016904
  Registered by the Company Registry Court of the Debrecen Regional Court

2.2. Contact Information

- **Website:** https://pnmsolutions.eu

- **Email Address:** info@pnmsolutions.eu

- **Phone Number:** +36 50 122 2608

2.3. Availability
The Service Provider can be reached at the phone number specified in Section 2.2 and at the registered office listed in Section 2.1 between 8:00 AM and 4:00 PM. Emails sent to the Service Provider after 3:00 PM will be processed starting on the next business day.

2.4. Changes in Information

The Service Provider shall promptly notify the Customer of any changes to its information during the contract period via email.

3. Designation of Services

3.1. Website Creation

3.1.1. Upon request, the Service Provider undertakes website creation in accordance with the terms outlined in the individual service contract. Website creation includes any activity where the Service Provider performs programming (creating or modifying source code) or graphic design to develop or modify an online interface (page system).

3.1.2. If the individual service contract pertains to modifying an existing source code under the Customer's control, the Customer is required to verify the lawful use of the source code.

3.1.3. As part of website creation, the Service Provider installs and configures the components of the page system based on the Customer's needs and uploads content to the page system. The basic website creation price covers the development in a single language. Additional languages will incur extra charges. The Customer must translate the textual content into the requested languages and provide it to the Service Provider within the specified deadline. Failure to meet this obligation or to provide the translation within the deadline will void the provision in the individual service contract regarding the display of the website in additional languages. The Service Provider will not be obligated to create the multilingual versions and is not entitled to the corresponding fee. If the Customer later wishes to display the website content in additional languages, this will require a separate amendment to the contract.

3.1.4. The Customer's requirements are fully recorded in the individual service contract during the website creation process. The Customer may request changes to the terms recorded in the individual service contract only for an additional fee.

3.1.5. The Service Provider will modify the design created based on the Customer's requirements up to two times during website creation. Any additional design changes requested by the Customer will be subject to extra charges.

3.1.6. The Service Provider will deploy (install and configure) the completed website to the hosting space specified by the Customer. The website is considered delivered when the Service Provider notifies the Customer of the deployment and the Customer acknowledges receipt in accordance with the provisions of Chapter 9 of these GTC.

3.1.7. If the Customer does not request deployment of the completed website to their final hosting space, the website is considered delivered when the Service Provider hands over the files and descriptions required for the website's flawless operation on a physical storage medium of the Service Provider's choice or copies them to a cloud storage or FTP space accessible to the Customer without restrictions. In such cases, the delivery date is the date the Service Provider notifies the Customer of the copying and the Customer acknowledges receipt in accordance with the provisions of Chapter 9 of these GTC.

The Customer acknowledges that the Service Provider does not guarantee the flawless operation of the website under these circumstances.

3.2. Online Store Creation

3.2.1. Upon request, the Service Provider undertakes the creation of an online store in accordance with the terms outlined in the individual service contract. Online store creation includes any activity where the Service Provider performs programming (creating or modifying source code) or graphic design to develop or modify an online interface (page system).

3.2.2. If the individual service contract pertains to modifying an existing source code under the Customer's control, the Customer is required to verify the lawful use of the source code.

3.2.3. As part of online store creation, the Service Provider installs and configures the components of the page system and uploads content based on the Customer's needs. The basic online store creation price covers development in Hungarian. Additional languages will incur extra charges. The Customer must translate the textual content into the requested languages and provide it to the Service Provider within the specified deadline. Failure to meet this obligation or to provide the translation within the deadline will void the provision in the individual service contract regarding the display of the online store in additional languages. The Service Provider will not be obligated to create the multilingual versions and is not entitled to the corresponding fee. If the Customer later wishes to display the online store content in additional languages, this will require a separate amendment to the contract.

3.2.4. The Customer's requirements are fully recorded in the individual service contract during the online store creation process. The Customer may request changes to the terms recorded in the individual service contract only for an additional fee.

3.2.5. The Service Provider will modify the design created based on the Customer's requirements up to two times during online store creation. Any additional design changes requested by the Customer will be subject to extra charges.

3.2.6. The Service Provider will deploy (install and configure) the completed online store to the hosting space specified by the Customer. Online store creation does not include uploading products to the online store. However, the Service Provider is obligated to provide training within 15 (fifteen) days of handing over the online store, during which the Service Provider demonstrates the management of the online store to the person designated by the Customer. The online store is considered delivered when the Service Provider notifies the Customer of the deployment and the Customer acknowledges receipt in accordance with the provisions of Chapter 9 of these GTC.

3.2.7. If the Customer does not request deployment of the completed online store to their final hosting space, the online store is considered delivered when the Service Provider hands over the files and descriptions required for its flawless operation on a physical storage medium of the Service Provider's choice or copies them to a cloud storage or FTP space accessible to the Customer without restrictions. In such cases, the delivery date is the date the Service Provider notifies the Customer of the copying and the Customer acknowledges receipt in accordance with the provisions of Chapter 9 of these GTC.

The Customer acknowledges that the Service Provider does not guarantee the flawless operation of the online store under these circumstances.

3.2.8. The Customer acknowledges that the Service Provider is not responsible for preparing the legal documentation for the online store (e.g., terms and conditions, privacy policy). The

Customer agrees to provide the necessary documents required for compliance with e-commerce regulations to the Service Provider during the content provision phase.

If the Customer does not possess the legal documentation, they may assign the Service Provider to arrange for its preparation in the individual service contract. All costs associated with this are borne entirely by the Customer.

The Service Provider is required to request a quote for the preparation of legal documentation from a specialized enterprise (lawyer or internet legal consulting firm) and forward it to the Customer. The Customer must respond to the quote within 3 (three) days. If the Customer does not accept the quote, the Service Provider may be required to contact up to two additional specialized enterprises. If the Customer does not accept any of the quotes, the assignment in the individual service contract for obtaining (preparing) legal documentation becomes entirely void.

3.3. Website and Online Store Maintenance

3.3.1. The Service Provider undertakes the maintenance of the website or online store within the framework of an individual service contract.

3.3.2. The maintenance service includes only the updating of tools integrated into the page system.

3.3.3. Within the framework of the maintenance service, the Service Provider does not perform modifications or fix errors caused by reasons attributable to the Customer.

3.4. Product Upload and Maintenance for Online Stores

3.4.1. The Service Provider undertakes the uploading of products and the maintenance of product listings for online stores created by them within the framework of an individual service contract.

3.4.2. The Customer is obligated to provide product photographs to the Service Provider within the deadline specified by the Service Provider.

3.5. Domain Registration

3.5.1. The Customer may assign the Service Provider to handle domain name registration as part of the individual service contract. The Service Provider does not undertake domain registration independently of other assignments.

3.5.2. All costs related to domain registration and maintenance are the responsibility of the Customer.

3.5.3. During the registration process, the Customer is required to cooperate with the Service Provider, provide all documents requested by the registrar within the deadline specified by the

Service Provider, pay all fees related to domain registration to third parties on time, and promptly forward proof of payment to the Service Provider after payment.

3.6. Hosting Management

3.6.1. The Customer may assign the Service Provider in the individual service contract to handle the subscription process for hosting services required to operate the website or online store created by the Service Provider.

3.6.2. All costs related to hosting registration and maintenance are the responsibility of the Customer.

3.6.3. During the management process, the Customer is required to cooperate with the Service Provider, provide all documents requested by the hosting provider within the deadline specified by the Service Provider, pay all fees related to the hosting subscription to third parties on time, and promptly forward proof of payment to the Service Provider after payment.

4. Billing and Payment Terms

4.1. The Service Provider is entitled to the fee specified in the individual service contract for performing the tasks. The fee may be paid in a lump sum or in installments, either in cash or via bank transfer.

4.2. In the case of lump-sum payment, the Service Provider shall issue an invoice for the fee specified in the individual service contract within 5 (five) days of signing the contract, with a payment deadline of 15 (fifteen) days.

4.3. In the case of installment payment, the Service Provider shall issue a pro forma invoice for the first installment within 5 (five) days of signing the contract, with a payment deadline of 8 days. Upon timely payment by the Customer, the Service Provider shall issue an advance invoice based on the pro forma invoice.

For subsequent installments, the Service Provider shall issue a pro forma invoice upon the due date, and upon the Customer's timely payment, an additional advance invoice will be issued.

For the final installment, the Service Provider is required to issue the final invoice without prior issuance of a pro forma invoice. The payment deadline for the final invoice is 15 (fifteen) days.

4.4. In the event of delayed payment by the Customer, the Service Provider shall charge late payment interest as stipulated in the Civil Code (Ptk.). Additionally, for business customers, the Service Provider may enforce a collection cost compensation as specified in Act IX of 2016 on Compensation for Recovery Costs.

5. Order Fulfillment

5.1. Website and Online Store Creation

5.1.1. The Service Provider must begin fulfilling the contract on the next business day after receiving the fee (or the first installment in the case of installment payments) and shall notify the Customer of this via email.

5.1.2. Design Creation

5.1.2.1. The first step in creating a website or online store involves designing the appearance. If the Service Provider and Customer enter into a separate contract for complete branding alongside the website or online store creation, the terms of the branding contract (as outlined in the individual service contract and related GTC) will apply to this phase.

5.1.2.2. During the design phase, the Service Provider will create a visual design for the website or online store based on the Customer's requirements outlined in the individual service contract. This includes defining colors, fonts, placing graphical elements provided by the Customer, and planning the structure of the page system.

5.1.2.3. The design is created using content elements provided by the Customer. Upon starting the fulfillment (if not provided earlier), the Service Provider will request the necessary materials via email, specifying a deadline. Required materials include:

- **a.** Graphical elements (backgrounds, banners, favicons, logos, product images, etc.) in vector format (.svg, .pdf, .ai) or, if unavailable, in image format (.jpeg, .png) with a minimum resolution of 600 dpi for monochrome and 2400 dpi for full-color graphics.

- **b.** Text content in Microsoft 365-compatible formats (.docx, .doc, .docm, .rtf) or editable PDF.

- **c.** Videos in standard formats (.avi, .mpeg, .mp4, .mov, .wmv).

- **d.** Audio files in standard formats (.wav, .mp3, .mid, .smf).

- **e.** Additional instructions in Microsoft 365-compatible formats.

If the Service Provider identifies copyrighted elements among the materials and the Customer cannot verify usage rights, the Provider must warn the Customer of potential infringement. If the Customer insists on using such materials despite the warning, the Provider will include them at the Customer's risk.

The Customer assumes full responsibility for the usability of the provided materials, and the Provider is not liable for unlawful use, regardless of whether the issue was detected.

5.1.2.4. If the Customer cannot supply the necessary content elements or only partially supplies them, and this is agreed upon in the individual service contract, the Service Provider will create the required content (e.g., graphics, videos, audio).

5.1.2.5. The Customer must review the completed design within a deadline set by the Service Provider, which cannot be less than 15 days.

5.1.2.6. If the Customer rejects the design, the Service Provider will create a new one based on the Customer's written instructions. The Customer may reject the design a maximum of

two times. If the Customer rejects the design a third time, the Service Provider may terminate the contract immediately and retain the fee allocated for design. Additional designs will incur extra charges as specified in the individual service contract.

5.1.2.7. Once the design is approved by the Customer, further modifications are only possible for an additional fee.

5.1.2.8. The Customer acknowledges that the design's appearance may vary across different display devices due to varying color handling.

5.1.3. Page System Development

5.1.3.1. The Service Provider begins developing the page system within 3 business days of the Customer approving the design. This includes programming tasks and uploading content as specified in the individual service contract.

5.1.3.2. If the Customer fails to provide the requested content elements, the Service Provider is not deemed delayed in performance. The deadline for delivery will be extended by the number of business days the Customer delays.

5.1.3.3. During development, the Customer must cooperate actively. The Customer may request up to three content-related modifications included in the fee. Structural modifications will incur additional fees, as quoted by the Service Provider.

5.1.3.4. The Service Provider may use subcontractors if necessary and must notify the Customer. The Customer may object to subcontractors under certain conditions (e.g., if the subcontractor is a competitor).

5.1.4. Deployment of the Page System

5.1.4.1. The Service Provider presents the completed page system to the Customer, who must issue a performance certificate.

5.1.4.2. Within 5 days of issuing the performance certificate, the Provider must install the page system on the final hosting space and provide training on its operation.

5.1.4.3. If the page system contains dynamic elements requiring ongoing Customer input, the Provider must also supply usage instructions.

5.1.4.4. If the Customer fails to cooperate during deployment, they cannot raise objections post-deployment.

5.1.4.5. The Provider must hand over all necessary credentials at delivery.

5.1.4.6. The Provider will fix programming errors reported within 30 days of delivery.

5.2. Maintenance of Websites and Online Stores

5.2.1. Upon assignment, the Service Provider maintains websites or online stores they created by updating installed components. Maintenance does not cover design or content changes unless required due to system updates.

5.3. Product Upload and Maintenance in Online Stores

5.3.1. Upon assignment, the Provider uploads products during the online store's launch phase.

5.3.2. The Customer must provide product data and images in required formats.

5.3.3. The Provider is only obligated to upload provided data and images.

5.4. Customer Obligations

5.4.1. The Customer must cooperate with the Provider and provide necessary declarations within specified deadlines.

5.4.2. Any changes to the Customer's data must be reported immediately to the Provider.

5.4.3. The Customer must accept the completed work and pay the agreed fee on time.

5.5. Additional Obligations of the Provider

5.5.1. The Provider must hand over all Customer-owned data at the end of the contract.

5.5.2. Personal data must be deleted after the contract's termination. The Customer is responsible for creating backups of received data.

6. Copyrights

6.1. The Customer is not entitled to ownership of the original files of content elements created by the Service Provider; these remain the property of the Service Provider. The Service Provider grants the Customer a license to use the content elements created by the Service Provider for the duration of the page system's operation under this contract. This license is limited to publishing the content on the internet, specifically on the page system created by the Service Provider for the Customer.

If the Customer modifies the website or online store created under the individual service contract through a third party (excluding cases where the Customer contracts a third party to upload products to the online store or ensure its operational functionality without affecting the page design), this license will terminate, and the Customer will no longer have the right to use the content elements created by the Service Provider.

6.2. The Customer is not permitted to share the source code created or modified by the Service Provider with any third party.

6.3. The Service Provider grants the Customer the right to use the page system created or modified (based on open-source source code) by the Service Provider. This right is limited to displaying the completed page system on the internet. The Customer is not authorized to modify the page system or grant such rights to any third party (excluding cases where the Customer contracts a third party for inventory maintenance, partner management, or other operational tasks that do not affect the page design).

6.4. The Customer acknowledges that if the Service Provider creates the page system based on open-source source code, the modifications made by the Service Provider render the source code protected by copyright.

7. Breach of Contract

7.1. If the creation of the website or online store fails due to the Customer's breach of contract, the Customer is obligated to pay the Service Provider for the work phases already completed.

7.2. If the domain name registration specified in the individual service contract fails or no contract is established with a hosting provider due to the Customer's breach of contract, the Service Provider's performance shall still be considered compliant. In such cases, if the deployment of the website or online store is unsuccessful, the Service Provider will still be entitled to the full service fee.

7.3. If the contract fails due to the breach of contract by either party, the aggrieved party may only claim compensation for direct damages from the breaching party. The parties explicitly exclude liability for consequential damages.

8. Termination of the Contract

8.1. Either party may withdraw from a contract governed by these GTC prior to the commencement of performance. A Customer qualifying as a Consumer is entitled to withdraw from the individual service contract within 14 (fourteen) days from the date of conclusion.

8.2. The individual service contract terminates upon ordinary termination by either party. Neither party is required to provide justification, and the notice period is 15 (fifteen) days. During the notice period, the Service Provider must continue to fulfill the agreed services, and the Customer must pay for the completed services.

8.3. The individual service contract terminates upon immediate termination by either party. Immediate termination must be justified.

Immediate termination is only permissible under the following circumstances:

8.3.1. The Customer is entitled to terminate the contract with immediate effect if the Service Provider, for reasons attributable to them, fails to deliver the agreed work by the deadline and does not fulfill their obligation even after receiving a written notice granting an additional deadline of at least 8 (eight) days.

Failure to meet the deadline is not attributable to the Service Provider if the Customer misses deadlines set for providing data or information requested by the Service Provider. In such cases, the final deadline for the Service Provider is extended by the number of days the Customer delays.

8.3.2. The Service Provider is entitled to terminate the contract with immediate effect if:

- **a.** The Customer fails to meet their advance payment or installment payment obligations by the deadline (except in the case outlined in Section 8.3.3) and does not rectify this even after receiving a written notice granting an additional deadline of at least 8 (eight) days, or
- **b.** The Customer requests the inclusion of content elements protected by copyright on the page system but cannot prove the right to use them and does not provide alternative content within an additional deadline of at least 8 (eight) days following a written notice, nor commissions the Service Provider to procure or use non-copyrighted or licensed content within the same timeframe. In the case of **b**, the Service Provider may, instead of terminating the contract, perform the contractual task at the Customer's risk.

8.3.3. The Service Provider is entitled to withdraw from the contract if the Customer fails to pay the first installment outlined in Section 4.3 based on the pro forma invoice. In this case, the contract is terminated retroactively to the date of its conclusion.

8.3.4. The Customer is entitled to withdraw from the contract before the Service Provider commences performance. The Service Provider must notify the Customer via email when the performance begins.

9. Communication

9.1. Communication by Post

9.1.1. Written communication between the parties shall be conducted via registered mail with a return receipt.

9.1.2. If the recipient does not accept the letter sent as per Section 9.1.1 and the letter is returned to the sender with a notice such as "not claimed," "moved without forwarding address," "address insufficient," "addressee unknown," "delivery obstructed," or "delivery refused," the letter shall be considered delivered on the fifth business day following dispatch.

9.1.3. If the Customer or Service Provider registers with an electronic postal service providing certified delivery, they must inform the other party of this fact and provide their address associated with the electronic postal service. (As of the publication date of this GTC, a certified electronic postal service available in Hungary is https://www.e-postoffice.hu).

9.2. Communication by Electronic Means

9.2.1. Communication during contract performance shall primarily occur via email. However, declarations resulting in contract termination cannot be made by email. Such declarations must be sent exclusively by registered mail with a return receipt.

9.2.2. Emails are considered received by the recipient at 9:00 AM on the next business day after dispatch if sent to the email address specified in the individual service contract annex (or a duly reported updated email address), and the recipient has not previously indicated that they cannot access their email during that time (e.g., due to leave or other reasons).

If the recipient has previously notified the sender of a specific time interval during which they cannot access their email, the email shall be considered received at 9:00 AM on the next business day following the expiration of that time interval unless the recipient confirms receipt earlier.

9.2.3. Emails are considered received earlier than specified in Section 9.2.2 if:

- The recipient replies to the email (in which case the receipt time is the timestamp of the reply), or
- The sender receives an automatic read confirmation (in which case the receipt time is the date provided in the read confirmation).

9.3. Communication by Phone or Online Video Conference

9.3.1. Declarations related to contract performance cannot be validly made via phone or online video conference. If the Service Provider or Customer makes a declaration via phone, they must confirm their declaration within 1 business day through at least an email.

10. Confidentiality Obligation

10.1. All provisions of the legal relationship governed by these GTC are considered business secrets by the parties. Disclosure of business secrets is not considered breached in the following cases:

- **a.** Public disclosure of these GTC, provided they do not contain data specific to the Customer;
- **b.** Presentation of the individual service contract to an official during a regulatory inspection; or
- **c.** Submission of the individual service contract in a lawsuit between the parties if the lawsuit pertains to enforcing legal claims arising from the contract.

10.2. The Customer grants the Service Provider free permission to reference the Customer's name and the page system created by the Service Provider as a reference.

10.3. The party breaching the confidentiality obligation is liable for damages to the other party. However, the breaching party is only obligated to compensate for direct damages, with liability for consequential damages expressly excluded.

11. Warranty Conditions

11.1. The Service Provider does not guarantee the correction of errors caused by browsers that were not up-to-date on the handover date or by changes in browsers released after the handover.

11.2. The Service Provider is not responsible for data loss or other data management incidents arising from technical issues at the hosting provider. The Service Provider is also not liable for performance issues caused by any third parties beyond their control.

11.3. The Service Provider is obligated to correct programming errors in the completed page system reported by the Customer within 30 days of handover. The Service Provider must begin correcting the error within 3 (three) business days of receiving the notification and must inform the Customer of this.

The Customer acknowledges that if deemed necessary by the Service Provider, the page system's internet accessibility may be suspended for the duration of the error correction. The Customer is not entitled to a refund, compensation, or any other claims for the suspension if the correction period does not exceed 7 days.

11.4. If the suspension exceeds 7 days, the Customer is entitled to a penalty fee starting from the 8th day, calculated as 0.01% of the service fee per day (but not exceeding 10% of the service fee). The Customer is only entitled to additional compensation if the Service Provider fails to restore the page system's functionality within 30 (thirty) days of beginning the error correction.

In such cases, the Customer may claim compensation for verified damages. The penalty fee is deducted from the compensation amount. The penalty fee becomes due on the day the page system's functionality is restored.

12. Egyéb rendelkezések

12.1. Jelen Általános Szerződési Feltételek az egyedi vállalkozási szerződés kiegészítésére szolgál. Az egyedi vállalkozási szerződésben és a jelen ÁSZF-ben valamennyi, a felek által ismert és az egyedi vállalkozási szerződésben rögzített jogviszony tekintetében elismert megállapodás rögzítésre került. A felek által korábban tett, a jelen ÁSZF-ben és az egyedi vállalkozási szerződésben nem rögzített megállapodás érvénytelen.

12.2. Amennyiben az egyedi vállalkozási szerződés és a jelen ÁSZF rendelkezései között eltérés mutatkozik, úgy az egyedi vállalkozási szerződésben rögzített rendelkezések az irányadók.

12.3.   A jelen ÁSZF alkalmazásával érintett jogügylet során a magyar jog az irányadó. A jelen ÁSZF-ben és az egyedi vállalkozási szerződésben nem rögzített kérdések tekintetében a Polgári Törvénykönyvről szóló 2013. évi V. törvény, a szerzői jogról szóló 1999. évi LXXVI. törvény, a fogyasztóvédelmi jogszabályok és a kapcsolódó magyar joganyag az irányadó.

12.4.   Megrendelő és Szolgáltató a jelen ÁSZF alkalmazásával érintett jogügyletből eredő jogvitáikat elsősorban peren kívül kívánják rendezni, ennek meghiúsulása esetére azonban kikötik a Debreceni Járásbíróság, illetve a hatásköri szabályok alapján a Debreceni Törvényszék kizárólagos illetékességét. Szerződő felek rögzítik, hogy a jelen illetékességi kikötés kizárólag abban az esetben érvényes, amennyiben Megrendelő nem minősül a Ptk. szerint Fogyasztónak. Amennyiben Megrendelő a Ptk. szerint Fogyasztónak minősül, úgy a jogvita eldöntésére az a bíróság illetékes, amelynek területén a Megrendelő állandó lakhellyel rendelkezik.

13.   Fogyasztónak minősülő Megrendelő esetén alkalmazandó rendelkezések

13.1.   Alapvető rendelkezések

13.1.1.   A jelen fejezet kizárólag abban az esetben alkalmazandó, amennyiben Megrendelő a Ptk. vagy a fogyasztóvédelemről szóló 1997. évi CLV. törvény (továbbiakban: Fogyasztóvédelmi tv.) 2. § 10. pontja szerint fogyasztónak minősül.

13.1.2.   Fogyasztó a Ptk. szerint: a szakmája, önálló foglalkozása vagy üzleti tevékenysége körén kívül eljáró természetes személy.

Fogyasztó a Fogyasztóvédelmi tv. szerint: az önálló foglalkozásán és gazdasági tevékenységén kívül eső célok érdekében eljáró <u>természetes személy</u>, aki árut vesz, rendel, kap, használ, igénybe vesz vagy az áruval kapcsolatos kereskedelmi kommunikáció, ajánlat címzettje. A békéltető testületre vonatkozó szabályok alkalmazásában - a fogyasztói jogviták online rendezéséről, valamint a 2006/2004/EK rendelet és a 2009/22/EK irányelv módosításáról szóló, 2013. május 21-i 524/2013/EU európai parlamenti és tanácsi rendelet alkalmazásának kivételével - fogyasztónak minősül a fentieken túlmenően az önálló foglalkozásán és <u>gazdasági tevékenységi körén kívül eső célok érdekében eljáró, külön törvény szerinti civil szervezet, egyházi jogi személy, társasház, lakásszövetkezet</u>, amely árut vesz, rendel, kap, használ, igénybe vesz vagy az áruval kapcsolatos kereskedelmi kommunikáció, ajánlat címzettje. A belső piacon belül a vevő állampolgársága, lakóhelye vagy letelepedési helye alapján történő indokolatlan területi alapú tartalomkorlátozással és a megkülönböztetés egyéb formáival szembeni fellépésről, valamint a 2006/2004/EK és az (EU) 2017/2394 rendelet, továbbá a 2009/22/EK irányelv módosításáról szóló, 2018. február 28-i (EU) 2018/302 európai parlamenti és tanácsi rendelet [a továbbiakban: (EU) 2018/302 rendelet] alkalmazásában fogyasztónak minősül a fentieken túlmenően az (EU) 2018/302 rendelet szerint vevőnek minősülő vállalkozás is.[1]

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[1] Változó szöveg, hatályos: 2024. 06. 01. napjától

13.1.3. Az ÁSZF jelen fejezete a fogyasztók tekintetében az ÁSZF többi fejezete mellett alkalmazandó, azonban amennyiben a jelen fejezet a korábbi fejezetektől eltérő rendelkezéseket tartalmaz valamely kérdésben, és a kérdéses rendelkezés alkalmazását a felek az egyedi vállalkozási szerződésben alapos megtárgyalás során nem zárták ki, úgy a fogyasztók tekintetében a jelen fejezetben foglalt rendelkezések az alkalmazandók.

13.2. **Kellékszavatosság, termékszavatosság**

13.2.1. A fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet 3. melléklete szerint az alábbi tájékoztatást adja a fogyasztónak minősülő Megrendelő részére a kellékszavatosság és termékszavatosság tekintetében:

Model Statement on Warranty, Product Warranty, and Guarantee

1. Warranty (materials)

When can you enforce your warranty rights?
*You may enforce warranty claims against **Programming and Marketing Solutions Limited Partnership** in cases of defective performance, as per the provisions of the Civil Code.*

What rights do you have under warranty?
At your discretion, you may:

- *Request repair or replacement unless these are impossible or would incur disproportionate additional costs for the business compared to other remedies.*
- *If repair or replacement is not requested or cannot be performed, you may request a proportionate reduction of the fee, correct the defect at the expense of the business or have it corrected by someone else, or – as a last resort – withdraw from the contract.*

For contracts between consumers and businesses involving the sale of goods, digital content, or digital services, you may not correct the defect yourself or have it corrected by someone else at the business's expense. You may switch from your chosen warranty right to another, but the costs of switching are borne by you unless it is justified or the business provided the reason.

What is the time frame for enforcing warranty claims?
You must report the defect immediately after discovering it, but no later than within two months of discovery. However, warranty rights cannot be enforced beyond two years from the contract's performance.

Who can you enforce warranty claims against?
Warranty claims can be enforced against the Service Provider.

What are the conditions for enforcing warranty rights?
*Within one year of performance, reporting the defect is sufficient to enforce your warranty rights, provided you can prove that the product or service was provided by **Programming**

and Marketing Solutions Limited Partnership. After one year, you must prove that the defect existed at the time of performance.

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2. Product Warranty

When Can You Enforce Your Product Warranty Rights?
You may enforce your product warranty rights in the case of a defect in a movable item (product). You have the option to choose between enforcing the warranty rights specified in Section 1 or asserting a product warranty claim under the Civil Code.

What Rights Do You Have Under a Product Warranty Claim?
As part of a product warranty claim, you can request the repair or replacement of the defective product.

Against Whom Can You Enforce a Product Warranty Claim?
You can enforce your product warranty rights against the manufacturer or distributor of the product (hereinafter collectively referred to as the "manufacturer").

When Is a Product Considered Defective?
A product is considered defective if:

- *It does not meet the quality requirements in effect at the time of its introduction to the market, or*
- *It does not possess the characteristics specified in the manufacturer's description.*

What Is the Time Frame for Enforcing Product Warranty Claims?
You can enforce your product warranty claim within two years from the product's introduction to the market by the manufacturer. After this period, your product warranty rights expire.

What Evidence Is Required to Enforce a Product Warranty Claim?
When enforcing a product warranty claim, you must prove that the defect existed at the time the product was introduced to the market by the manufacturer.

When Is the Manufacturer Exempt From Product Warranty Obligations?
The manufacturer is only exempt from product warranty obligations if they can prove any of the following:

- *The product was not manufactured or distributed as part of their business activities.*
- *The defect was not detectable based on the state of science and technology at the time of its introduction to the market.*
- *The defect results from the application of mandatory legal or regulatory requirements.*

The manufacturer only needs to prove one of the above reasons to be exempt.

Important Note:
You may enforce both warranty and product warranty claims simultaneously for the same

defect against the business and the manufacturer. However, if your product warranty claim is successfully enforced, you may only enforce further warranty claims for the replaced product or the repaired part against the manufacturer.

13.3. Right of Withdrawal and Termination

13.3.1.
Under Section 20 of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, if the individual service contract is concluded as a distance contract, the consumer has the right to withdraw from or terminate the contract within 14 (fourteen) days from the date of its conclusion.

13.3.2.
The consumer may exercise this right within 14 (fourteen) days from the conclusion of the individual service contract. The exercise of this right is considered valid if the consumer posts or sends the withdrawal or termination notice to the Service Provider via email as per Section 9.2 on the 14th (fourteenth) day, even if the notice is received by the Service Provider later.

For the purposes of this section, the parties consider a withdrawal or termination notice sent via email as a written statement, provided it contains all necessary data to clearly identify the individual service contract.

*The consumer withdrawal or termination template form is included as **Appendix 1** of this GTC.*

13.3.3.
In the event of withdrawal or termination by the consumer, the Service Provider shall refund the already paid service fee to the consumer within 14 (fourteen) days of receipt of the withdrawal/termination notice.

If the consumer does not specify the method of refund, the Service Provider will proceed as follows:

- *__a.__ If the consumer's bank account number is known, the refund will be transferred to that account.*
- *__b.__ If the consumer's bank account number is unknown, or the consumer cannot accept a transfer (e.g., the account is closed or frozen), the refund will be sent via a postal money order ("pink check") addressed to the name and address specified in the individual service contract.*

If the refund is returned from all provided or otherwise known payment destinations, the Service Provider will retain the amount in a separate account for 5 (five) years from the termination of the contract. During this period, the Service Provider is obliged to pay the retained amount to the consumer or their legal successor upon request, provided appropriate proof of succession is submitted.

If the refund fails for reasons attributable to the Customer (e.g., lack of a statement, closure or freezing of the bank account without providing new account details, or postal delivery failure), the Service Provider is not liable to pay interest or any other charges on the unreturned amount.

13.4. Payment of Additional Charges

13.4.1.
Any contractual condition granting the Service Provider the right to claim additional monetary compensation beyond the main obligation defined in the contract cannot be considered as explicitly accepted by the consumer if the business employs default options (e.g., pre-filled fields) that the consumer must actively decline to avoid paying additional amounts.

Accordingly, a consumer qualifying as the Customer is only obligated to pay additional charges resulting from extra work or supplementary work if the Customer's order and the Service Provider's confirmation clearly indicate that the Customer explicitly acknowledged the amount to be paid.

13.5. Complaint Handling for User Agreements

13.5.1. Complaints to the Service Provider

13.5.1.1.
The Service Provider accepts complaints regarding contract performance or the Service Provider's activities through the contact details specified in Sections 2.1 and 2.2. Each complaint is assigned a unique identifier (serial number) which must be communicated to the Customer.

13.5.1.2.
For complaints submitted via telephone, the Service Provider records the conversation in a written report, as no voice recording is used. The report is stored until the complaint is resolved to the satisfaction of both parties but no longer than 90 days. A copy of the report is sent to the Customer's known email address, or if unavailable, to their billing address within 15 (fifteen) days of recording the complaint.

13.5.1.3.
Oral complaints (submitted via telephone or in person at a service office) are investigated and resolved immediately if the nature of the complaint allows it. If immediate investigation is not possible, or if the Customer disagrees with the resolution, the Service Provider sends a copy of the written report to the Customer's provided email address within 15 (fifteen) days.

13.5.1.4.
For complaints submitted in writing (via email or postal mail), the Service Provider must examine the complaint within 15 (fifteen) days and respond substantively within an additional

15 (fifteen) days. Responses are sent electronically to the email address provided during registration or, upon specific written request by the Customer, to their designated postal address.

13.5.1.5.
The Service Provider must retain all written complaint records, reports, and responses for a period of 5 years.

13.5.2. Complaints to Consumer Protection Authorities
If the Customer believes their rights have been violated, they may submit a complaint to the consumer protection authority with jurisdiction over their residence. The first-instance consumer protection authority is the relevant Government Office of the Customer's place of residence.

The contact information for these authorities is provided in Appendix 2 of this GTC and can also be found at:
https://fogyasztovedelem.kormany.hu/#/fogyasztovedelmi_hatosag

If the Customer is a private individual and has access to the government's Client Portal, they may initiate a consumer protection procedure online at:
https://magyarorszag.hu/szuf_ugyleiras?id=61bf1c56-3705-4710-8d3d-8cfcdc972e26

13.5.3. Conciliation Body Procedures
For disputes related to the conclusion or performance of contracts, consumers may contact the Conciliation Body operating alongside the regional Chamber of Commerce and Industry with jurisdiction over their place of residence, provided discussions with the Service Provider fail to yield a resolution.

Under the 1997 CLV Act on Consumer Protection ("Consumer Protection Act"), entities acting outside their professional or business activities (e.g., civil organizations, religious legal entities, condominium associations, housing cooperatives) are considered consumers and may submit complaints to the Conciliation Body.

Contact details for Conciliation Bodies are available at:
https://bekeltetes.hu

The Conciliation Bodies provide weekly personal hearings in major cities within their jurisdiction if requested by the consumer.

Consumer's Residence (County)	Consumer's Residence (County)
Baranya vármegye *Somogy vármegye* *Tolna vármegye*	*Baranya Vármegyei Békéltető Testület* *Régióközpont: Pécs* *www.baranyabekeltetes.hu* *7625 Pécs, Majorossy I. u. 36.,* *telefon: +36-72/507-154* *Hivatali kapu KRID: 667360112,* *rövid neve: PBKIKBT* *e-mail: info@baranyabekeltetes.hu*
Borsod-Abaúj-Zemplén vármegye *Heves vármegye* *Nógrád vármegye*	*Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület* *Régióközpont: Miskolc* *www.bekeltetes.borsodmegye.hu* *3525 Miskolc, Szentpáli u. 1.* *Telefon:* *46/501-090 (új ügyek)* *46/501-871 (folyamatban lévő ügyek)* *E-mail: bekeltetes@bokik.hu* *Hivatali kapu azonosító: 466467335, rövid név: BOKIKBT*
Budapest	*Budapesti Békéltető Testület* *Régióközpont: Budapest* *www.bekeltet.bkik.hu* *1016 Budapest, Krisztina krt. 99.* *Telefon: 06-1-488-2131* *E-mail: bekelteto.testulet@bkik.hu* *Honlap cím : bekeltet.bkik.hu* *Hivatali kapu KRID: 469532362,* *rövid név: BBT*
Csongrád-Csanád vármegye *Bács-Kiskun vármegye* *Békés vármegye*	*Csongrád-Csanád Vármegyei Békéltető Testület* *Régióközpont: Szeged* *www.bekeltetes-csongrad.hu* *6721 Szeged, Párizsi krt. 8-12.* *Telefon: +36-62/554-250/118* *E-mail: bekelteto.testulet@cskik.hu* *Hivatali kapu KRID:162127371,* *rövid név: CSMKIKBT*
Fejér vármegye *Komárom-Esztergom vármegye* *Veszprém vármegye*	*Fejér Vármegyei Békéltető Testület* *Régióközpont: Székesfehérvár* *www.bekeltetesfejer.hu* *8000 Székesfehérvár, Hosszúsétatér 4-6.* *Telefon: 06-22/510-310* *E-mail: bekeltetes@fmkik.hu* *Hivatali kapu KRID: 352258915,* *rövid név: FMBT*

Consumer's Residence (County)	Consumer's Residence (County)
Győr-Moson-Sopron vármegye *Vas vármegye* *Zala vármegye*	*Győr-Moson-Sopron Vármegyei Békéltető testület* *Régióközpont: Győr* *www.bekeltetesgyor.hu* *9021 Győr, Szent István út 10/a.* *Telefon: 06-96-520-217* *email: bekelteto.testulet@gymsmkik.hu* *Hivatali kapu KRID: 363053930,* *rövid név: GYMSMKIKBT*
Hajdú-Bihar vármegye *Jász-Nagykun-Szolnok vármegye* *Szabolcs-Szatmár-Bereg vármegye*	*Hajdú-Bihar Vármegyei Békéltető Testület* *Régióközpont: Debrecen* *www.hbmbekeltetes.hu* *4025 Debrecen, Petőfi tér 10.* *Ügyintézés helyszíne:* *4025 Debrecen Vörösmarty u. 13-15.* *Telefon: 06-52-500-710, 06-52-500-745* *Fax: 06-52-500-720* *E-mail: bekelteto@hbkik.hu* *Hivatali kapu KRID: 457289758,* *rövid név: HBKIKBT*
Pest vármegye	*Pest Vármegyei Békéltető Testület* *Régióközpont: Budapest* *www.pestmegyeibekelteto.hu* *1055 Budapest, Balassi Bálint utca 25. IV/2.* *Levelezési cím:* *1055 Budapest, Balassi Bálint utca 25. IV/2.* *E-mail cím: pmbekelteto@pmkik.hu* *Telefon: 06-1-792-7881* *Panasz elektronikus beadása:* *http://www.panaszrendezes.hu/homepage/index.php* *Hivatali kapu rövid név: PMKIKBEKEL,* *KRID azonosító:560351920*

The conciliation bodies, upon the consumer's request, provide personal hearings once a week in the county-level cities within their jurisdiction.

According to the Consumer Protection Act, a User who qualifies as a Consumer in the conciliation body's procedure can also submit their complaint to the Conciliation Body online via the online dispute resolution platform available at https://bekeltetes.hu/publikus/online-ugy-inditas. In this case, the contact point for online dispute resolution is the European Consumer Center of the Ministry of Innovation and Technology. Their phone number is +36 1 795 5233, mailing address: 1440 Budapest, Pf.: 1, email: odr@itm.gov.hu.

This General Terms and Conditions (GTC) is effective from June 1, 2024, until revoked.