

General Terms and Conditions for the use of GPS positioning services

1. PURPOSE AND SUBJECT OF THE CONTRACT

The present General Terms and Conditions (hereinafter referred to as "GTC") regulate the provisions of the electronic contract between the Service Provider and the Subscriber, the use of the website <https://gpspositions.net/map>, the service of the tracking function operated by FlexComKommunikációs Kft. (hereinafter referred to as "Service Provider"), the terms and conditions of the electronic contract, the rules, the rights and obligations of the parties.

2. CONCEPTS

Software: available from <https://gpspositions.net/map> and downloadable from the Google Play Store, the FlexCom Tracking Application, <https://play.google.com/store/apps/details?id=net.gpspositions.flexweb> is a web-based platform for viewing the location data of the GPS tracking device used by the subscriber.

Subscriber: a natural or legal person who has a subscription relationship with the Service Provider.

Device: for the purposes of this contract, any device capable of transmitting GPS positioning data and compatible with the Software.

Server: the IT device used to store the positioning data.

Website: the interface of the website <https://gpspositions.net/map> and of the application that can be downloaded from the Google Play store <https://play.google.com/store/apps/details?id=net.gpspositions.flexweb> to access the Service.

3. PROVIDER DETAILS

Name: FlexCom Kommunikációs Kft

Location: Hungary, H-2151, Fót, Szent Imre u. 94.

Address for correspondence: Hungary, H-2151, Fót, Szent Imre u. 94.

Registration Authority: Metropolitan Court of Budapest as a Company Court

Company registration number: 01-09-952886

Tax number: 23098976-2-13

Representative: Zoltán Horváth

Phone number: +36 1 769 1005

E-mail: info@nyomkovetes.net

Website: <https://nyomkovetes.net>

Bankszámlaszám: 11714006-20448255

4. THE SUBJECT OF THE SERVICE

In return for the subscription fee, the Service Provider shall provide the viewing of unique location data and storage of location data for a specified period of time of the GPS tracking device purchased from the Service Provider or qualified as compatible with its software.

The Service Provider will publish a list of devices certified as compatible with its Software on its website (<https://nyomkovetes.net>).

The technical information necessary for the use of the Service, which is not included in these TOS, is provided in other information available on the Website.

The language of the contract is Hungarian and the contract is not a written contract, it is not filed by the Service Provider and is not accessible or available for consultation, including order data.

The Service Provider is not subject to the provisions of any code of conduct.

The GTC do not cover the provision of product support or operational activities.

5. CONCLUSION OF THE CONTRACT

The contract between the Service Provider and the Subscriber is concluded by electronic mail as follows:

- if the Subscriber wishes to use the service, he/she must contact the Service Provider via the contact menu on <https://nyomkovetes.net>, by telephone, by creating an account on the Website, by downloading and installing the Service Provider's application,
- After contacting the Service Provider, the Service Provider will make an offer to provide the service, agree with the Subscriber on the steps required to request the service and the period for which the Subscriber requests the data to be stored,
- The Service Provider will send the offer to the Subscriber electronically,
- a contractual relationship is established between the Service Provider and the Subscriber, if:
 - Subscriber confirms acceptance of the offer by email,
 - the Subscriber does not confirm acceptance of the offer by email, but pays the service fee.

If the Subscriber is a natural person, a consumer contract is concluded between the parties in accordance with Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses.

6. LIABILITY OF THE SERVICE PROVIDER

The Service Provider undertakes, as part of its service, to:

- display in the Software the actual location data of the location device compatible with the Software,
- make the previously recorded location data retrievable in the Software in a systematic manner for the ordered data storage period.

The Service Provider provides the full functionality of the Service via <https://gpspositions.net/mapweboldalon>, the FlexCom Tracking App downloadable from the Google Play store only provides access to limited functionality as indicated in the app.

The Service Provider can only ensure the display of the location data if the Subscriber's device contains a SIM card capable of GPRS communication for the display of the data.

The Service Provider uses the open street map co-mapping database (see: <https://www.openstreetmap.org/about>) in the Service, where the data is updated by the community, which may cause the map database to be outdated to an unforeseeable extent.

The Service Provider shall not be liable for any errors due to causes beyond its control, in particular if:

- the Service is not available or is not available properly because:
 - the Subscriber's internet connection is not sufficient to view the website,
 - the map used in the Service is out of date and the location data is not accurate,
- data is not available in the Service because:
 - Vodafone Hungary Ltd. has interrupted the communication between the GPS tracking device and its Service Server after the roaming frame has been reached,
 - Due to a firmware update of the device used by the Subscriber, the Software compatibility has been lost,
 - any activity between the SIM card used by the Subscriber and the underlying electronic communications service provider leads to a lack of or inadequate communication between the device and the server,
 - due to a failure or malfunction of the GPRS communication channel, the location data is not received by the Service Provider's server from the device.

The Service Provider reserves the right to suspend the service for the duration of the maintenance without prior written notice to the Subscriber.

The Service Provider shall provide 95% uptime per month for 12 months of the year, with the remaining 5% reserved for possible maintenance. Availability in previous years 99.9% (SLA)

6.1. CORRECTING DATA ENTRY ERRORS

At any time after the conclusion of the contract, the Subscriber has the possibility to correct data entry errors on the Website (e.g. to change the password or to modify the user data).

6.2. FOREIGN REGISTRATION

The Service Provider does not distinguish between Subscribers within the territory of the European Union and Subscribers outside the territory of the European Union when registering and using the Service. In the case of registration abroad, the language of communication and registration shall be Hungarian, the Service Provider shall not be obliged to communicate with the Subscriber in the language of the Subscriber's Member State.

7. PROVISIONS RELATING TO SIM CARDS PROVIDED BY THE SERVICE PROVIDER

7.1. Types of SIM cards

The Service Provider shall, upon the Subscriber's request and upon payment of a fee in accordance with the special tariff, ensure the availability to the Subscriber of the SIM card necessary for the use of the Service and, through it, the data connection service.

Subscribers who use their own SIM card cannot use the SMS sending functions of the server providing the Service, they can only send SMS messages to their tracking device from their own device (e.g. mobile phone).

The Subscriber provides three types of SIM cards for the Service:

- SIM card for use within Hungary, or
- SIM card for use within Hungary and the European Union.
- A "World" card which can be used in the countries specified on the website.

The card type has different tariffs.

Any additional costs arising from the use of the card outside the defined geographical area related to the type of card must be reimbursed by the Subscriber.

Service Provider for SIM cards provided by it:

- The SIM card is supplied by the Service Provider to the Subscriber once it has been installed and activated,
- The Service Provider shall provide 15 SMS messages per month, included in the service fee, which are necessary to access the functions as described in the user manual, which are required for the server providing the Service to send SMS messages to the Subscriber's device.

7.2 PROVISIONS ON THE USE OF THE SIM CARD

The SIM card is the property of the Service Provider, but does not have to be returned to the Service Provider in the event of termination of the service contract.

The SIM card may be used in the interest of using the Service if it is used by the Subscriber for other electronic communication purposes (e.g. SMS, MMS, data traffic generation, mobile internet use, voice, video calls) or in a device other than a tracking device, and the additional costs arising from this shall be recovered from the Subscriber by the Service Provider.

The Service Provider shall be entitled to check whether the Subscriber is in breach of the SIM card usage rules by using the call detailer or technical solution.

The Subscriber acknowledges that the Service Provider is the subscriber of the electronic communications service provided by the SIM card for the provision of the Service, and therefore the Service Provider is entitled to request an itemised bill and call detail for each SIM card pursuant to Article 141 (1) and (2) of Act C of 2003 on Electronic Communications. The Service Provider shall use these documents for the purpose of verifying the use of the SIM card in accordance with these GTC and as a basis for justifying and invoicing any additional charges over and above the service fee.

The Service Provider and the Electronic Communications Service Provider providing the SIM card to the Subscriber shall not provide voice calls and mobile internet connection on the SIM card, unless necessary for the provision of the Service, but only the GPRS communication channel enabling communication between the Service Provider's server and the Subscriber's device.

The Subscriber is a user of the service within the meaning of Act C of 2003 on electronic communications and is not subject to the consumer protection provisions applicable to subscribers.

In the case of SIM cards for use within Hungary, the Service Provider has set up a roaming frame with the service provider in order to manage roaming charges within the European Union, under which, once the roaming frame is reached, the SIM card does not ensure communication between the GPS tracking device and the Service Provider's server, and therefore the Service cannot be accessed once the roaming frame is reached, until the SIM card is logged in again from the Hungarian network.

If the Subscriber logs on to a communications network outside the European Union with the SIM card, the Service Provider will charge an amount equal to EUR 50 at the central rate of the MNB to cover the additional costs incurred.

7.3 Deactivating the SIM card

The Service Provider will deactivate the SIM card if:

- the Subscriber logs in with the SIM card from a communication network outside the European Union, until the amount of EUR 50 is paid by the Subscriber to the Service Provider,
- if the Subscriber fails to pay the charges for the additional services and the extra charges payable on time, until the debt is settled,
- the contract shall be terminated.

The SIM card may be reactivated within 6 months of its deactivation, provided that the Subscriber removes the reason for deactivation and pays the reactivation fee. The Service Provider shall complete the activation within 72 hours of the conditions being met.

7.4 Additional services related to the use of SIM cards

The subscriber:

- you can request as an extra service that the SIM card can be used in the European Union,
- you can buy SMS credits for the SIM card.

The use of additional services is also subject to the provisions of these GTC, and after requesting additional services, they will be activated on the working day following the payment of the fee indicated in the special tariff.

If the Subscriber requests roaming services, the roaming charge must be paid to the Service Provider 6 months in advance.

8. SUBSCRIBER LIABILITY

Subscriber's liability:

- Payment of the Service Charge and the traffic charge on the SIM card (including any extra charge due to unintentional or intentional roaming),
- the proper use of the Device,
- Use of the SIM Card in accordance with these GTC,
- its own data processing activities,
- where you provide your own SIM Card, the payment of any fees and charges associated with it,
- in the event of installation of the location device by yourself or by your agent, to bear any resulting defects or damage.

Where the subscriber provides a SIM card for the Device, the SIM card must be capable of GPRS communication, and therefore a SIM card specifically designed for mobile radio telephony only is not suitable for use of the Service.

9. PAYMENT OF THE OCCUPATION ALLOWANCE

The Service Provider shall set out the service fee payable as consideration for the Service and the detailed rules for its enforcement in a separate Tariff of Charges, which is available on the Service Provider's Website.

The subscription period starts on the date on which the Subscriber pays the subscription fee in a manner acceptable to the Service Provider and on the basis of which the Service Provider grants the Subscriber access to the Website.

The Subscriber shall pay the Provider the fee for the Tracking Service and the SIM card fee at regular intervals (e.g. monthly/half-yearly/annual) agreed with the Provider, within the payment deadlines indicated on the fee request or invoice issued by the Provider.

The subscriber has the possibility to pay several months in advance.

The service is billed by the operator under the code "6190 SZJ Other telecommunications - Satellite Tracking".

Subscriber can pay the fee by bank transfer or credit card.

10. BILLING

FlexCom Communications Ltd. shall issue to the Subscriber a single group invoice, or the minimum number allowed by the technical conditions, for the aggregate invoicing of the traffic of all existing subscriptions (SIM cards).

The service provider shall invoice the price of the tracking service and the SIM card fee in a manner that is adapted to the frequency of the subscription. In the case of additional equipment and SIM card purchases, the service provider shall invoice the new subscriptions in accordance with the expiry date of the services previously purchased.

The parties agree that in the case of a separate account subscriber, the Subscriber and the account subscriber are jointly and severally liable for the payment of the charges. In the event of late payment or default, FlexCom Communications Ltd. shall be entitled to take action against either directly the Subscriber or directly the Subscriber, or both of them jointly, regardless of the order of priority, to recover the claim.

11. TERMS OF USE OF THE SOFTWARE

The Software (the software and other solutions, implementations, source code used), the Website (the graphics, layout, look and feel, editing of the Website) and the Service are protected by copyright. The copyright owner for this content is the Service Provider.).

The Subscriber is entitled to use the Software geographically unrestricted, free of charge, over time, in accordance with the Subscription Term, to the extent necessary to use the Service. Use of the Service is geographically limited.

The Subscriber is expressly prohibited from selling, marketing, modifying or publicly distributing the Software.

Neither the use of the Service nor any provision of the TOS grants the Subscriber any right to use or exploit any trade name or trademark contained on the Website. Except for display, temporary reproduction and private copying for the purpose of using the Service as intended, such intellectual property may not be used or exploited in any form without the prior written permission of the Service Provider.

You are prohibited from modifying, copying, adding new data or overwriting existing data in the Service Provider's database by circumventing the interface or search engines provided by the Service Provider without a separate agreement or without using the service provided for this purpose.

12. SPECIAL PROVISIONS RELATING TO HOSTING SERVICES

Hosting provided by the Service Provider shall be deemed to be an intermediary service within the meaning of Section 2(lc) of Act CVIII of 2001 on certain issues of electronic commerce services and information society services (hereinafter: Act on Information Society Services).

Pursuant to the provisions of the Ekertv., the Service Provider shall not be liable for information made available by another party and transmitted, stored or made accessible by means of its service.

The Service Provider shall not be obliged to check the information that it has only stored or made available, nor shall it be obliged to search for facts or circumstances that indicate that illegal activities are being carried out.

Pursuant to Section 13 (13) of the Act on the Protection of Minors, the Service Provider is obliged to remove from the Service any data that violate the personal rights of minors. The Service Provider shall proceed with the removal procedure in accordance with Annex 1.

13. PROVISIONS CONCERNING DATA PROCESSING ACTIVITIES

This Chapter regulates the data processing activities between the Subscriber and the Service Provider in accordance with the General Data Protection Regulation 2016/679 (hereinafter: the Regulation).

13.1 INTERPRETTATIVE PROVISIONS FOR THE APPLICATION OF THIS CHAPTER

Personal Data: any information relating to an identified or identifiable natural person (hereinafter referred to as "Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Data processing: any operation or set of operations which is performed upon personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor: a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller, for the purposes of this Chapter, the Service Provider.

Data Breach: a breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

13.2. THE DATA PROCESSING ACTIVITY

Processing of personal data is deemed to be the collection (directly or indirectly) of location data relating to a natural person through the Service provided by the Service Provider and the display of such data through the Service.

In such case, the Service Provider shall process the data through the Service Through Transfer as a data processing operation:

- Collect location data,
- Display the location data through the Service,
- Store the Location Data.

Personal data may be the location data and (if the Subscriber records it in the Solution) the name or other identification data recorded for the location device.

The provisions of this Chapter do not apply in cases where tracking of Service Animals or industrial process monitoring is carried out.

The Subscriber is the controller of the personal data, and therefore the Subscriber must also comply with the measures relating to the lawfulness of the processing.

The Service Provider will process the Subscriber's personal data as a data controller, in accordance with its Privacy Policy available on its Website.

13.3 Principles of data processing, rights and obligations of the parties in connection with the processing of data

The Subscriber and the Service Provider shall ensure the protection of the right to privacy of the Data Subjects and their fundamental rights and freedoms during the processing of data, taking into account the provisions of the Regulation.

The Subscriber shall ensure that personal data are processed in accordance with the principle of data protection by design and by default and in such a way as to ensure that the processing is necessary for the specific purposes for which the data are processed.

The Service Provider shall ensure that the personal data provided to the Service Provider for the purposes of the processing are only accessible to persons within the Service Provider's organisation who have a specific task in relation to them.

The Service Provider agrees and warrants that it will take full care to implement appropriate technical and organisational measures to ensure that:

- the systems and services used to process personal data maintain their confidentiality,
- the integrity, availability and protection against external intrusion of the IT systems used,
- it shall impose on itself and on its employees and agents an obligation of confidentiality, which shall be binding without time limit.

In determining the appropriate level of security, the Service Provider shall take into account the risks arising from the processing of personal data, in particular risks of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The Subscriber shall inform the Service Provider if data processing necessary to comply with a legal obligation occurs during the use of the service. The notification shall specify the legal obligation and the data covered by the legal obligation.

When processing personal data, the Service Provider ensures the following data security measures:

- preventing unauthorized data entry;
- to prevent the unauthorized processing of personal data prevent the unauthorized use of the automatic data processing subsystems of the IT systems used by unauthorized persons by means of data transmission equipment;
- the recoverability of the IT system in the event of failure; and

When processing personal data, the Service Provider shall ensure the following organizational measures:

- the application of a data protection policy, the definition of the data processing procedures, the application of safeguards to ensure the regularity of the processing operations,
- ensuring that data protection safeguards are in place, including data protection safeguards, to ensure that data protection safeguards are applied,
- the use of a Data Protection Officer.

13.4. RIGHT OF REFERRAL

The Service Provider undertakes to only:

- process the personal data on behalf of the Subscriber and in accordance with its instructions under these Terms and Conditions, and if for any reason it is unable to comply with these requirements, it will promptly inform the Subscriber.
- is not aware that the law to which it is subject prevents it from carrying out the instructions given to it by the Subscriber and the obligations it has undertaken in the contract.

The Subscriber has the right to delete the data recorded by him using the data erasure functions of the service.

By signing this contract, the Subscriber expressly authorises the Service Provider, or any other person holding the copyright to the Service, to develop and modify the underlying IT systems of the Service as part of the technical development of the Service.

13.5. USE OF AN ADDITIONAL DATA PROCESSOR

The Service Provider uses the data processors indicated on its Website in the operation of the Service. The Service Provider is entitled to change the name of the additional data processor without the prior consent of the Subscriber. The Subscriber acknowledges the modification by using the Service.

13.6. SUPPORT FOR DATA PROCESSING OPERATIONS

The Service Provider supports the Subscriber:

- to carry out an impact assessment pursuant to Article 35 of the Regulation, by providing written answers to specific questions raised by the Subscriber regarding the processing of data, if the Subscriber prepares an impact assessment that also concerns the processing of data,

- handling data protection incidents by:
- if the Service Provider detects a data protection incident of any level, it will notify the Subscriber within 24 hours,
- If the Subscriber reports a data breach to the Service Provider, the Service Provider will assist in the investigation of the breach.
- The Service Provider shall indicate the following information in the notification of the data protection incident:
 - the scope of the personal data concerned,
 - the scope and number of data subjects affected by the personal data breach,
 - the date of the incident,
 - the circumstances of the incident,
 - the number of data subjects, the number of data subjects, the circumstances of the incident
 - action taken by the Service Provider to remedy the incident,
 - other data relating to the incident.

The Service Provider shall provide the possibility for the Subscriber to check the operation of the Service in a personal consultation, if requested, but the Service Provider shall not provide access to the IT systems behind the Service and their source code due to lack of technical facilities and copyright restrictions.

The Service Provider shall inform the Subscriber without delay if any of its instructions is considered by the Service Provider to be in breach of the applicable data protection requirements. If the Subscriber maintains the instruction after the notification, the Service Provider shall be relieved of any liability in relation to the processing activity in question.

13.7. SUPPORT FOR THE EXERCISE OF RIGHTS OF ACCESS

The Subscriber is entitled to request the Service Provider at any time if the exercise of a right by the Data Subject requires the Service Provider's assistance, in which case the Service Provider will assist the Data Subject in exercising the right.

The Service Provider will only accept requests for the exercise of rights in relation to data management from the contractual Subscriber. If any person other than the Subscriber wishes to exercise a right to data processing concerning the Subscriber's data processing directly in the Service Provider's premises, the Service Provider shall forward the request to the Subscriber without any intervention on the merits and shall take action only on the basis of the Subscriber's instructions concerning the data processing.

The Subscriber can save and delete data within the Service by providing a system function.

13.8. OBLIGATION TO KEEP RECORDS

The Service Provider shall keep records of the Data Processing activities it performs in accordance with Article 30(2) of the Regulation.

13.9 CONFIDENTIALITY

The Service Provider undertakes to treat as confidential any personal data and any other information that may come to its knowledge in the course of the performance of its data processing activities as defined in this Agreement and to use such data and information only for the performance of the tasks defined in this Agreement.

13.10. Obligations after termination of the data processing contract

The Subscriber and the Service Provider agree that after the expiry of the storage period under the subscription, the Service Provider shall delete or irretrievably anonymise the data generated before the storage period expires.

14. TERMINATION OF CONTRACT

The Subscription contract shall be terminated:

- by mutual agreement,
 - by mutual agreement, if the Subscriber does not renew his/her subscription, including in the event that the Subscriber fails to pay the Subscription Fee by the payment deadline specified in the notice,
 - ordinary termination by either Party,
 - death of the Subscriber or termination without legal succession,
 - termination of the Subscriber's subscription or termination of the Subscriber's subscription by the Subscriber's death or the termination of the Subscriber's subscription
- The Parties may terminate the contract for a period of 30 days.

If the Contract is terminated before the expiry of the period for which the Subscription Fee has already been paid, the Subscriber shall not be entitled to a refund of the Subscription Fees already paid.

If the Subscriber fails to pay the subscription fee within a specified period of time after having been notified to do so, the Service Provider shall be entitled to terminate the Subscriber's access to the Service with immediate effect and to delete his/her data.

If the Subscriber terminates the contract, deletes his/her account or requests the deletion of his/her data or service after the expiry of the subscription period, the Service Provider will not refund the subscription fees already paid.

15. AMENDMENT OF THE CONTRACT

The Service Provider reserves the right to unilaterally modify the provisions of these GTC by publishing them on the website.

The amendment is accepted by the Subscriber by using the website.

The Service Provider reserves the right to improve and modify its Service and any element or appearance thereof. In the event of a modification of the Tariff, the Subscriber accepts the modification of the Tariff by paying the Subscription Fee.

16. WARRANTY

16.1 Rights of termination and warranty of the Subscriber

The Subscriber is entitled to the right of termination and the right of warranty in accordance with Government Decree 45/2014 in relation to the use and operation of the Website.

The Subscriber may notify and enforce his/her rights through the contact details indicated in point 1.

16.2. RIGHT OF WITHDRAWAL

Pursuant to Government Decree No. 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses, the User who is a consumer may exercise his right of termination (withdrawal) within fourteen days from the date of conclusion of the contract.

The User shall send a clear statement of his/her intention to terminate the contract to one of the contact details of the Service Provider indicated in point 1. For this purpose, the User may also use the model notice of termination available via the following link. The User may exercise his right of termination in due time if he sends his declaration to the Service Provider before the expiry of the deadline indicated above.

The User shall bear the burden of proving that he has exercised his right of termination in accordance with the provisions set out in this point.

The Service Provider shall acknowledge receipt of the User's notice of termination by e-mail without delay.

In the event of written cancellation, the User shall be deemed to have given notice of cancellation within the time limit if the User sends the Service Provider a declaration to this effect within 14 calendar days (up to the 14th calendar day).

In the case of notification by post, the date of posting shall be taken into account by the Service Provider for the calculation of the time limit, in the case of notification by e-mail, the date of sending the e-mail. The User shall be obliged to post his letter by registered mail in order to provide credible evidence of the date of dispatch.

In the event of withdrawal from the Service, the User must take into account that the Service Provider is only obliged to refund the fee for the Service that the User has not yet used. The Service Provider shall determine the use in each case individually.

4.1. ACCESSORIES WARRANTY

In case of defective performance by the Service Provider (defective performance in particular if the Website suffers from a quality defect), the Subscriber may claim a warranty claim against the Service Provider.

In the case of a consumer contract, the Subscriber may assert a warranty claim during the limitation period of 2 years from the date of receipt of the product, for product defects that already existed at the time of delivery of the product. After the two-year limitation period, the Subscriber can no longer enforce his/her warranty rights.

In the case of a contract concluded with a non-consumer, the right holder may enforce his warranty claims during the limitation period of 1 year from the date of receipt.

The Subscriber may, at his choice, request repair or replacement, unless one of these is impossible or would involve disproportionate additional costs for the Vendor compared to the fulfilment of his other request. If the repair or replacement was not or could not have been requested by the Subscriber, the Subscriber may request a proportionate reduction in the price of the service or the fault may be repaired or replaced at the expense of the Vendor or, as a last resort, the Subscriber may withdraw from the contract.

There shall be no withdrawal for minor defects.

The Subscriber may switch from the warranty of the chosen accessory to another one, but shall bear the cost of the switch, unless it was justified or the Distributor gave a reason for it.

The Subscriber shall notify the Vendor of the defect immediately after its discovery, but not later than two months after the discovery of the defect. The Subscriber may assert a warranty claim directly against the Vendor.

Within six months from the date of performance of the contract, the Subscriber may assert a claim for a guarantee, provided that he proves that he has purchased the Service from the Supplier (by presenting an invoice or a copy of the invoice). In such a case, the Supplier shall be exempted from the guarantee only if he rebuts this presumption, i.e. proves that the defect occurred after delivery to the Subscriber. If the Service Provider can prove that the defect was caused by a cause attributable to the Subscriber, it is not obliged to accept the Subscriber's claim for warranty. After a period of six months from the date of performance, the Subscriber shall be obliged to prove that the defect discovered by the Subscriber existed at the time of performance.

ENFORCEMENT OPTIONS

4.1. Place, time and manner of lodging a complaint

The Subscriber may exercise his/her complaints regarding the Service or the Service Provider's activities through the contact details indicated in Section 1.

The Service Provider shall, if it has the possibility to do so, remedy the oral complaint immediately. If it is not possible to remedy the oral complaint immediately, due to the nature of the complaint or if the Subscriber does not agree with the handling of the complaint, the Service Provider shall record the complaint and send a substantive reply within 30 days.

The Service Provider shall reply to the complaint received in writing within 30 days. For the purposes of this contract, action means a reply to an electronic mail address or a postal delivery.

If the complaint is rejected, the Service Provider shall inform the Subscriber of the reasons for the rejection.

4.2. Other enforcement options

If any dispute between the Service Provider and the Subscriber is not settled by negotiation with the Service Provider, the Subscriber is entitled to:

- File a complaint with the consumer protection authority,
- Contact details of the conciliation bodies:

Baranya County Conciliation Board Address: 7625 Pécs, Majorosy Imre u. 36.
Correspondence address: 7602 Pécs, Pf. 109. Phone number: (72) 507-154 Fax number: (72) 507-152 President: Dr. József Bodnár E-mail address: bekelteto@pbkik.hu

Address: 6000 Kecskemét, Árpád krt. 4. Telephone number: (76) 501-525, (76) 501-500 Fax number: (76) 501-538 President: Dr. Zsuzsanna Horváth E-mail address: bekeltetes@bacsbekeltetes.hu

Békés County Conciliation Board Address: 5600 Békéscsaba, Penza ltp.5.

Address: 3525 Miskolc, Szentpáli u.1., Szentpáli Street, 3525 Miskolc, Hungary Phone No.: (46) 501-091, 501-870 Fax No.: (46) 501-099 President: Dr. Péter Tulipán E-mail: bekeltetes@bokik.hu

Address: 1016 Budapest, Krisztina krt. 99.

Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: (62) 554-250/118 extension Fax number: (62) 426-149 President: Dr. Horváth Károly E-mail address: info@csmkik.hu

Fejér County Arbitration Board Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Telephone number: (22) 510-310

Fax number: (22) 510-312 President: Dr. Vári Kovács József E-mail: fmkik@fmkik.hu; bekeltetes@fmkik.hu

Győr-Moson-Sopron County Conciliation Board Address: 9021 Győr, Szent István út 10/a. Phone number: (96) 520-202; 520-217 Fax number: (96) 520-218 Pres: László Horváth E-mail: bekelteto@gymkik.hu

Address: 4025 Debrecen, Petőfi tér 10. Telephone No.: (52) 500-735 Fax No.: (52) 500-720 Officer: Dr. Zsolt Hajnal E-mail address: hbkik@hbkik.hu

Address: 3300 Eger, Faiskola út 15. Postal address: 3301 Eger, Pf. 440. Telephone number: (36) 416-660/105 extension Fax number: (36) 323-615 Presence: Dr. Csaba Gordos E-mail address: hkik@hkik.hu

Jász-Nagykun-Szolnok County Conciliation Board Address: 5000 Szolnok, Verseggy park 8.

Komárom-Esztergom County Conciliation Board Address: 2800 Tatabánya, Fı tér 36. Phone number: (34) 513-010 Fax number: (34) 316-259 Principal: Dr. György Rozsnyói E-mail address: kemkik@kemkik.hu

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

Pest County Conciliation Board Address. Phone number: (1)-474-7921 Fax number: (1)-474-7921 President: dr. Csanádi Károly E-mail cím: pmbekelteto@pmkik.hu

Address: 7400 Kaposvár, Anna utca 6. Phone number: (82) 501-000 Fax number: (82) 501-046 President: Dr. Ferenc Novák E-mail address: skik@skik.hu

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

Tolna County Conciliation Board Address: 7100 Szekszárd, Arany J. u. 23-25. Telephone number: (74) 411-661 Fax number: (74) 411-456 President: Dr. Ferenc Gáll E-mail cím: kamara@tmkik.hu

Vas Megyei Békéltető Testület Address: 9700 Szombathely, Honvéd tér 2. Phone number:(94) 312-356 Fax number: (94) 316-936 President: Dr. Kövesdi Zoltán E-mail cím:vmkik@vmkik.hu

Veszprém County Conciliation Board Address: 8200 Veszprém, Budapest u. 3. Phone number: (92) 550-514 Fax number: (92) 550-525 President: Dr. Molnár Sándor E-mail address: zmkik@zmkik.hu; zmbekelteto@zmkik.hu- To initiate legal proceedings.

16.3. UNILATERAL AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

The Service Provider is entitled to unilaterally modify these General Terms and Conditions by informing the Subscribers of the Website History in advance. The modified provisions shall become effective for the Subscriber upon the first use of the Website after their entry into force and shall apply to cases initiated after the modification.

The Service Provider further reserves the right to make any changes or improvements to the Website at any time without prior notice. The Service Provider further reserves the right to transfer the Website to a different domain name.

Effective: 19.03.2019.

ADDITIONAL ANNEX 1 RULES FOR THE NOTIFICATION REMOVAL PROCEDURE

In the case of an incapacitated minor, the minor's legal guardian may request the removal of the data.

The request for the removal of data must be made by means of a private document or authentic instrument with full probative value or by any other means capable of identifying the minor or his or her legal representative, in particular by registered post.

The request may be made by a minor with limited capacity (over 14 years of age).

In the case of information containing content that infringes the right of personality of a minor with limited capacity to act, the minor's legal representative may also request the Service Provider to remove the information containing content that infringes the right of personality of the minor with limited capacity to act.

The notification shall specify:

- a) the subject matter of the infringement, the facts likely to constitute an infringement and the reasons why the content infringes the minor's personality rights;
- b) the data necessary to identify the infringing information;

(c) the name, address or registered office, telephone number and e-mail address of the holder.

The Service Provider shall, upon notification:

- within 12 hours of receipt of the notification, take measures to remove the infringing content from the site,

- inform the Subscriber of its action in writing within a maximum of 1 working day, indicating that the removal was based on the notification of the authorised infringer.

The Service Provider shall be obliged to refuse to grant access to or to remove information if it has already acted on the basis of a notification by the same rightholder or the rightholder's authorised representative in respect of the same information, unless the removal or the prohibition of access has been ordered by a court or public authority.

On the basis of the notification of the rightholder, the service provider may refuse to make the information complained of inaccessible if, on the basis of the grounds stated in the notification referred to in paragraph 13, the service provider considers that the infringement of the minor's personality rights is unfounded.

Within 8 days of receipt of the written notification, the Subscriber may object to the removal of the information concerned by means of a private or public document with full probative value.

The objection must include:

- the identification of the information removed or made inaccessible, including the network address where it was previously accessible, the Subscriber Identifier, the data specified in Section 4 (1) a) to e) and g) of the Act on the Protection of Personal Data;
- a reasoned statement that the information provided by the subscriber does not infringe the right of the rightholder.

Upon receipt of an objection, the Service Provider shall immediately make the information concerned available again and notify the rightholder thereof by sending the objection, unless the removal or prohibition of access has been ordered by a court or public authority.

If the Subscriber acknowledges the infringement or fails to lodge an objection within the time limit or if the objection does not contain the required data and statement, the Service Provider shall maintain the effect of the refusal to grant access to the information or the removal of the information.

The Service Provider shall not be liable for the effective implementation of the removal of or the failure to provide access to the information concerned, if, in removing or failing to provide access, it has acted in good faith and in accordance with the provisions of the Act.