

# General terms and conditions

## General terms and conditions

### Preamble

[www.kemenyaruhas.unas.hu](http://www.kemenyaruhas.unas.hu)

Welcome to our website! Thank you for honouring us with trust by shopping in our webshop.

Please read this document carefully before finalizing your order, since by completing the order procedure You will accept the content of this GTC.

Should you have any question in connection with these General Terms and Conditions, use of the webpage, any of the products or shopping procedure, or if you wish to discuss any special demand with us, do not hesitate to contact our colleague by using contact details provided on the website.

## Impressum: data of the Service Provider (Seller, Enterprise)

### Data of the Service Provider

**Name:** H-Flue System Kft.

**Registered office:** H-2100 Gödöllő, Veres Péter utca 33.

**Mailing address:** H-2100 Gödöllő, Veres Péter utca 33.

**Registration Authority:** Budapest Környéki Törvényszék Cégbírósága

**Corporate registration number:** 13-09-147059

**Tax number:** HU23350595

**Representative:** Hucsóné Szatmári Edit

**Telephone number:** +36709414977

**E-mail:** hfluesystem@gmail.com

**Webpage:** <http://www.kemenyaruhas.unas.hu>

**Bank account number:** 10103836-07308400-01004308

**Data protection registration number:**

### Data of the hosting service provider

**Name:** UNAS Online Kft.

**Registered office:** H-9400 Sopron, Major köz 2. I/15.

**Contact details:** +3699884000, unas@unas.hu

## Definitions

**Parties** mean the Seller and Customer collectively.

**Consumer** means any natural person who is acting for purposes which are out of the scope of his trade, profession or business activity

**Consumer contract** means any contract to which one of the parties is qualified as consumer

**Webpage** means website [www.kemenyaruhas.unas.hu](http://www.kemenyaruhas.unas.hu), which is qualified as means of distance communication

**Contract** means the contract of sale to be concluded between the Seller and Customer by using the Webpage and electronic mail

**Means of distance communication** has reference to the means used for making contractual statement for conclusion of the contract. Such means include, in particular, forms with or without address, standard mails, advertisements published with an order form in press, catalogues, telephone, fax and any device ensuring the internet access

**Distance contract** means any consumer contract that is concluded under an organised distance sales or service-provision scheme without the simultaneous physical presence of the parties with the exclusive use of means of distance communication

**Product** means any marketable tangible movable item, indicated in the offer of the Webpage, that is marketed on the Website and intended for sale, can be acquired and forms object of the Contract

**Enterprise/Seller** means a person acting within the scope of his trade, profession or business activity

**Customer/You** means a person entering into the contract and making bid through the Webpage

**Commercial guarantee in the case of contracts between the consumer and enterprise** (hereinafter: consumer contract) means the compulsory guarantee applicable to consumer contracts specified in the Civil Code and separate legislation

## Applicable laws

The laws specifically applicable to the Contract are as follows:

Act CLV of 1997 on Consumer Protection;

Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services;

Act V of 2013 on the Civil Code (Civil Code);

Gov. Decree no. 151/2003. (IX. 22.) on compulsory guarantee for certain consumer durables;

Government Decree no. 45/2014 (II.26.) on the detailed rules for contracts between consumers and enterprises;

NGM Decree no. 19/2014. (IV.29.) on the procedural rules for administering guarantee and warranty claims on products sold to consumers under a contract between the consumer and enterprise

## Scope, acceptance and amendment of GTC

The content of the contract to be concluded between us shall be governed by these General Contract Terms and Conditions (hereinafter: GTC) - apart from the provisions of the relevant binding laws - as well as by the information available on the Webpage. Accordingly, this GTC contains the rights and obligations pertinent to You and us, terms of conclusion of the contract, terms of

fulfilment, delivery and payment terms, rule of liability rules and the terms for exercising the right of withdrawal.

You are required to gain proper understanding of the provisions of this GTC prior to finalizing Your order. By shopping in the webshop You shall accept the provisions of this GTC, which shall form integral part of the contract to be concluded between You and the Seller.

The Seller shall be entitled to amend the provisions of this GTC in accordance with relevant laws. Please read through the provisions of this GTC carefully before every shopping. Any possible amendment to GTC shall be valid from the publication thereof on the webpage. Any possible amendment shall have no effect on the contracts already concluded until then (confirmed orders).

## Language and form of the contract

The language of the contracts falling within the scope of this GTC shall be English.

The contracts falling within the scope of this GTC shall not qualify as written contracts; they shall not be registered by the Seller.

## Prices

The prices are indicated in Hungarian Forint, and they shall include VAT to the amount of 27 %. We reserve the right to change prices. The purchase price indicated next to the products shall not include the delivery charges.

## Handling complaints and remedies

The consumer may submit his/her complaints related to the Seller's activity by using the following contact details:

- Telephone: +36709414977
- Internet address: [www.kemenyaruhas.unas.hu](http://www.kemenyaruhas.unas.hu)
- E-mail: [hfluesystem@gmail.com](mailto:hfluesystem@gmail.com)

The Seller shall use his best efforts to perform repairs or replacement not later than within fifteen days. Should the consumer disagree with the complaint handling, or if the complaint cannot be investigated the Seller shall draw up minutes without delay on the complaint and his standpoint related thereto, and then the Seller shall hand over or e-mail a copy of the minutes to the consumer. The Seller shall draw up minutes on the consumer's claim submitted and take over the product with any defect falling under guarantee.

In case the consumer dispute between the Seller and consumer is not settled through negotiations, following remedies are available for the consumer:

Submitting a complaint to the **authorities for consumer protection**. If the consumer detects the violation of his/her consumer rights, he/she shall be entitled to submit complaint to the authority for consumer protection with competence according to the place of residence of the complainant. Following the review of the complaint the authority shall decide on the conduction of the consumer protection proceedings.

Any possible disputes arising from the contract shall be governed by Hungarian law; the legal forum with exclusive jurisdiction shall be the court with competence according to the registered office of the seller/enterprise.

## Platform for online dispute resolution

The European Commission has set up a webpage on which consumer can register; in this way they will be able to resolve their disputes related to the online purchases by completing an application form so as to avoid judicial proceedings. Consequently, consumers can enforce their rights without being prevented from that e.g. by the distance.

If You intend to make a complaint in relation to any product or service purchased online and You do not want to go to court, then You can use the platform of online dispute resolution.

You and the trader against whom You have lodged the complaint can jointly choose the dispute resolution body to deal with the complaint.

The platform for online dispute resolution is available on website <https://jarasinfo.gov.hu/>

## Copyrights

Under section 1 (1) of Act LXXVI of 1999 on copyrights (hereinafter: Copyright Act) the website is qualified as a copyrights work, therefore each part thereof falls under copyright protection. Under Section 16 (1) of the Copyright Act unauthorized use of graphic or software solutions and computer program creations as well as use of any application by which the website or any part thereof can be altered is forbidden. Any material can be taken over from the website or the data base thereof with the written consent of the right holder only with reference to the website or by indicating the source.

The right holder: H-Flue System Kft.

## Severability clause, code of conduct

If this GTC is incomplete in legal terms or invalid, this shall have no effect on the remaining provisions which shall continue to be in force, and the invalid or imperfect terms shall be replaced by the applicable provisions.

The Seller has no code of conduct according to the act on the prohibition of unfair commercial practices.

### Function of the digital data content, technological protection measures

Availability of the servers providing data displayed on the website is over 99.9% annually. The full data content is constantly saved; as a result, in the case of trouble the original data content can be restored. The data displayed on the website are stored in MSSQL and MySQL database. The sensitive data are stored with appropriate encryption, and for their encoding we use hardware support built in processor.

### Information on the essential properties of the products

We provide information on the essential properties of the products to be purchased in the description of each product. The data of products on the page are only for information. The photos are for illustration; in some cases the colours could be incorrect.

### Correction of data input mistakes – Liability for the verity of the provided data

When placing Your order, You will have the opportunity to modify the data You have entered all over the procedure, before finalizing the order (by clicking on browser's Back button the previous page will open, so the entered data can be corrected even if You have already moved on to the next page). Please remember that it is Your responsibility that the data provided by You should be entered

correctly, since the product will be invoiced and delivered according to the data provided by You. By placing Your order, You will acknowledge that the Seller shall be entitled to pass any damage or cost incurred by him due to Your incorrect input data to You. The Seller refuses to assume liability for performance based on incorrect data input. We call Your attention to the fact that the e-mail address incorrectly provided or fullness of the data storage behind Your mailbox may give rise to the failure to deliver the confirmation and it may impede the conclusion of the contract.

#### **Procedure in the case of incorrect prices**

Sometimes incorrect prices could be displayed on the website, e.g. due to technical failure. In the case of any defective price we cannot accept the order (Your bid) at the incorrect price, and we are not obliged to sell the product at the incorrect price. No contract shall be concluded between us in the case of bid made at any incorrect price. If You make a bid at an incorrect price, the system shall automatically confirm it, however, this shall not qualify as acceptance of the bid by us. In the case of bid (order) made at an incorrect price by You, the Seller's colleague shall remind You of the correct price and offer the conclusion of the contract. You shall not be required to make bid and conclude contract at the correct price communicated by the Seller, instead of the incorrect one. In such case no contract shall be entered into between the parties.

## **Ordering procedure**

### **Selection of the Product**

By clicking on the product categories You can select the required product group and within that the specific products. If You click on any particular product, You will see its photo, item number, description and price. In the case of purchase You are required to pay the price displayed on the website. The products are marked with photos for illustration. The accessories and decoration elements in the photos do not belong to the product unless they are specifically highlighted otherwise in the description. We reserve the right to change the size, structure and material of the products, and the prices are only for the purpose of information. Please be advised that we shall not undertake liability for any possible misspelling or incorrect data.

### **Add to Basket**

After selection of the Product, You can add it – in discretionary number – to the basket by clicking on the **"Basket"** button, which will not give rise to an obligation of purchase or payment by You, since adding to the basket is not considered as a bid.

We suggest that You should add the product to the basket even if You are uncertain whether to purchase the particular product or not, since by doing so You can overview the selected items by a single click and by displaying them on the monitor You can view and compare the items You have in the basket at the given moment. You will be free to change the contents of the basket until finalizing the order by clicking button **"Finalizing the order"**; any product can be removed from or add to the basket or You can change the number of selected items at Your discretion.

When You add any selected item to the basket, a specific window will pop up with the note "The product is added to the basket". If You do not want to select any more products, then You should click on the button "Go to the basket". If You wish to view the selected item again or to add another product to the basket, then You should the button "Back to the product".

### **Checking out Basket**

While using the website, You can overview the contents of the basket at any time by clicking the "Checking out basket" button at the top of the page. Here You can remove the selected item form the basket or change the number of items. After pressing the "Update basket" button the system will display the information compliant with the data changed by You, including the price of products.

If You do not wish to select and add any more items into the basket, then You can continue to shop by pressing the "Order" button.

### **Provision of Customer's data**

After pressing "Order" button the system will display the contents of the basket and the full purchase price payable by You if You have decided to purchase the selected items. You should mark in the **"Delivery service"** box whether You request for collection in person (personal collection) or for delivery. In the case of delivery, the system will display the delivery charge which You will be required to pay in the case of order.

You can give Your e-mail address in the **"User's details"** textbox and Your full name, address and phone number in the **"Billing information"** box. The system will automatically store the data, provided at the entry of "Billing information", in the box **"Delivery information"**. In case You request for the products to be delivered to another address than that, please remove the tick. You can give additional information at Your discretion in the **"Note"** box.

### **Overview of the order**

After filling in the textboxes specified in the previous section You can continue the ordering procedure by clicking on **"Continue with the next step"** or delete/correct the data already entered by clicking on "Cancel" button and return to the contents of the basket. If You click the button "Continue with the next step", You will arrive to page "Overview of the order". There You can see a summary of the data provided by You earlier, such as contents of the Basket, user, billing and delivery information and the amount payable by You (these data cannot be changed unless You click on the "Back" button).

### **Finalizing the order (bid)**

If You have ascertained whether the contents of the basket comply with the items You intended to order and the Your data are correct, then You can close the ordering procedure by clicking on the "Order" button. The information displayed on the website by the Seller shall not qualify as an offer to conclude the contract. In respect of the orders falling within the scope of this GTC You will be qualified as a bidder, and the contract will be concluded if the Seller has accepted the bid that You have made through the website.

By pressing the "Order" button You will explicitly acknowledge that Your bid shall be considered as made and Your statement – if confirmed by the Seller hereunder – shall give rise to payment obligation.

### **Processing of the order, conclusion of the contract**

Following the receipt of the bid sent by the Customer the Service Provider shall confirm it without delay via an automatic e-mail to the Customer, which confirmation e-mail shall contain the data provided by You in the course of shopping or the registration (billing and delivery information): ID number and date of the order, list and quantity of the ordered items, price of the products, delivery charge and the payable total amount.

Such confirmation e-mail sent by the Service Provider shall qualify as the acceptance of the bid made by the Customer, which will imply conclusion of a valid contract between the Service Provider and Customer.

The Customer shall be relieved of the obligation arising from the bid if he does not receive the e-mail confirming his/her order from the Service provider without delay but not later than within 48 hours.

## **Payment and shipping methods**

### **Payment:**

We accept the following methods of payment:

Pay by bank transfer

When choosing to pay by bank transfer please use the below information to make a successful (international) payment. You can conveniently transfer your payments to the bank account below:

**Bank Name** BUDAPEST BANK RT.

**Bank account name** H-FLUE SYSTEM KFT

**IBAN** HU90 1010 3836 0730 8400 0100 4308

**SWIFT** BUDAHUHB

**Currency** actual on the date

**Cash on delivery**

Orders are paid for upon delivery. Make sure to select mail order only if you can pay the exact amount in cash to the delivery personnel. All delivery costs will be transferred to the customer in case of refusing to pay for the items ordered.

## Shipping

Delivery will be made via DPD/GLS/stb.

Orders with a value of more than ....,- HUF/EUR will be shipped free of charge within the EU. Orders with a value of less than ....,- HUF/EUR cost ..... HUF/EUR .

**Term of fulfilment, Reservation of the right, ownership clause**

In general, the orders shall be fulfilled within 30 days reckoned from the order confirmation. Such delivery term is only for information; however, we shall notify You via e-mail of any deviation from that without exception. By accepting these General Contract Terms and Conditions You shall acknowledge that the Seller explicitly refuses to assume liability for damages arising from exceeding of the delivery term.

It may occur that production of certain items offered on our website has come to the end. With regard to this fact we reserve the right to reject orders already confirmed, whether in part or in whole. Any partial fulfilment is subject to an agreement with You. In case You have settled the purchase price in advance, the amount shall be returned to You within 5 working days.

## Warranty

**Implied warranty, product guarantee, commercial guarantee**

Based on the authorization provided in section 9 (3) of Gov. Decree no. 45/2014 (II.26.) this section of the consumer guidelines has been drafted by application of Annex 3 to Gov. Decree no. 45/2014 (II.26.).

**Implied warranty**

**When can the implied warranty right be exercised?**

In the event of defective performance You may enforce Your implied warranty right against the Seller in accordance with the provisions of the Civil Code.

**What are the rights arising out of the implied warranty rights?**

You may, at Your own discretion, enforce the following implied warranty claims:

You may request for repair or replacement, except, if the claim chosen by You is unenforceable or leads to disproportionate additional costs for the Seller compared to other claims. If You have not requested for repair or replacement, or could not request it, then You may apply for a proportionate discount, You may do repairs/have repairs yourself at the expense of the Seller or - as a last resort - withdraw from the contract.

You may change from one implied warranty right to another, however, the costs of this change shall be borne by You unless it was justified or the Seller made it necessary.

**What is the deadline for enforcing Your implied warranty claim?**

You shall report the defect immediately after its detection but not later than within two months after the defect was detected. Please note, however, that You may not enforce Your implied warranty claims after a time limitation of two years from the fulfilment of the contract.

**Against whom can the implied warranty claim be enforced?**

You can enforce Your implied warranty claims against the Seller.

**What are the other conditions for enforcing implied warranty claims?**

The enforcement of implied warranty claims is not subject to any condition other than reporting the defect within six months of fulfilment if You can prove that the product or service was provided by the Seller. However, following the expiry of the 6-month period from fulfilment You have to prove that the defect detected by You existed at the time of fulfilment.

**Product guarantee**

**When can the product guarantee right be exercised?**

In the case of any tangible movable item (product) You may, at Your own discretion, enforce the implied warranty - or product guarantee right.

**What are the rights arising out of the product guarantee?**

You may only request for the repair or replacement of the defective product as part of Your product guarantee right.

**When is the product considered defective?**

A product is considered defective if it does not meet quality requirements at the time of distribution or does not have the characteristics indicated in the manufacturer's specification.

**What is the deadline for enforcing Your product guarantee claim?**

You can enforce Your product guarantee claim within two years from placement of the product on the market by the manufacturer. Upon the expiration of such time limit such right shall be lost.

**Against whom and under what conditions can You enforce Your product guarantee claim?**

The product guarantee claim can only be enforced against the manufacturer or distributor of the moveable item. When enforcing a product guarantee claim, the defect of the product shall be proven by You.

**When is the manufacturer (distributor) relieved of the obligation of product guarantee?**

The manufacture (distributor) shall only be exempted from the obligation of product guarantee if he is capable of proving that:

- the product has been manufactured or placed on the market out of the scope of his business activity, or
- the defect could not have been detected at the time of placing on the market according to the state of the science or technology, or
- the defect of the product is due to the application of law or obligatory official specification.

The manufacturer (distributor) has to prove only one sole reason to be relieved of his obligation.

Please note that You cannot enforce both an implied warranty and a product guarantee claim simultaneously for the same defect. In the case of the successful enforcement of Your product guarantee claim the implied warranty on the replaced or repaired product or a part thereof can be enforced against the manufacturer.

### **Commercial guarantee**

#### **When can the right of commercial guarantee be exercised?**

In the case of defective fulfilment the obligor shall undertake commercial guarantee under the contract.

#### **What are the rights and in what time limit can You exercise them on the basis of the commercial guarantee?**

The cases of the obligatory commercial guarantee are specified by Gov. Decree no. 151/2003. (IX. 22.) on compulsory guarantee for certain consumer durables. In respect of the Products beyond such cases the Seller shall refuse to undertake guarantee. If the obligor fails to fulfil his obligations in due time when so requested by the obligee, the guarantee claim may be enforced before the court within three months after the deadline set out in the request even if the guarantee period has already expired. This deadline shall apply with prejudice. The legal provisions on exercising warranty rights shall be duly applied concerning the enforcement of commercial guarantee rights. The guarantee period shall be one year. Such time limit shall apply with prejudice. The guarantee period shall commence on the day when the consumer goods are delivered for the consumer or put in working order by the enterprise or its agent. In relation to guarantee claims beyond the one year, You should contact the manufacturer.

#### **When is the Seller relieved from the obligation of guarantee?**

The Seller shall be exempted from his obligation of guarantee if he is able to prove that the defect occurred after the performance.

Please note that You cannot enforce both an implied warranty- and a commercial guarantee- or product guarantee- and commercial guarantee claim simultaneously for the same defect, however, You shall have the rights arising from commercial guarantee irrespective of the warranty rights.

### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. You shall bear the costs associated with the returning of goods following withdrawal. If returned articles that show signs of usage or that are damaged, the Seller reserves the right to collect a reasonable fee in return for the decline in value.

## **Privacy Policy**

### **1. Controller's name and contact details**

Name of the data controller: H-Flue System LTD (hereinafter: Controller)

Mailing address: H-2100 Gödöllő, Veres Péter utca 33.

E-mail address: hluesystem@gmail.com

Telephone number: +36709414977

Website: <http://www.kemenyaruhas.unas.hu>

### **2. Statutory background, legal ground and purpose of data controlling performed on website, scope of the controlled data and duration of data controlling**

#### **2/a) Information on the use of cookies**

##### **What is cookie?**

During the visit of the website the Controller uses so called cookies. Cookie is an information package comprising of a case and figures which is sent to Your browser by our webpage in order to save certain of Your settings, facilitate the use of our website and enable us to collect some relevant statistic information on our visitors. Cookies do not contain any personal data, thus they are incapable of identifying individual users. Cookies often contain a unique identifier – an encrypted and random generated series of numbers – which will be stored on Your computer. Some of the cookies will cease to exist after closing the webpage, while others will be stored for a long time on Your computer.

##### **Statutory background and legal ground for cookies:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and act CVIII of 2001 on certain issues of electronic commerce services and information society services. In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent.

##### **Main characteristics of the cookies used by the website:**

**Cookies strictly necessary for operation:** These cookies are strictly necessary in order to enable You to move around the website and to use its essential features. In the absence of such cookies several functions of the page will be unavailable for You. Their lifetime is restricted only for the duration of the session.

**Cookies used to enhance user experience:** These cookies collect information about the user's preferences, for instance what pages he/she visits most often and what kinds of error messages he/she receives from the webpage. Such cookies do not collect any information identifying the user, i.e. they operate with general and anonymous information. We use the data gained from such

cookies to improve the performance of the website. Their lifetime is restricted only for the duration of the session.

**RTB customized retargeting cookies:** They may appear for previous visitors or users when browsing on other websites found on Google Display Network or searching for terms related to their products or services. Users of the website can omit the use of RTB technology by clicking on the following link: <http://adpilot.com/index.php?pid=privacy-opt-out>

If You disagree with the use of cookies, certain functions will be unavailable for You. Find more information about the deletion of cookies on the following links:

- Internet Explorer: <http://windows.microsoft.com/en-us/internet-explorer/delete-manage-cookies#ie=ie-11>
- Firefox: <https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-Your-computer>
- Chrome: <https://support.google.com/chrome/answer/95647?hl=en>

## **2/b) Data control related to ordering and billing**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and act C of 2000 on accounting (Accounting Act). In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent, or under section 6 (5) a) of the Information Act – in the case of withdrawal of Your consent - by compliance with the legal obligation set out in the Accounting Act to be fulfilled by the Controller.

### **Purpose of the data control:**

Fulfilment of the obligation to issue bills compliant with laws and to retain the accounting document. Under section 169 (1)-(2) of the Accounting Act business associations shall retain the accounting documents for direct or indirect support of bookkeeping records.

### **Scope of the data controlled:**

Name, address, e-mail address, phone number.

### **Duration of the data control:**

Under section 169 (2) of the Accounting Act the issued bills shall be retained for 8 years of the date of issue. Please be advised that in case You withdraw Your consent granted to making out the bill, under section 6 (5) of the Information Act the Controller shall be entitled to retain Your personal data obtained while making out the bill.

## **2/C) Data control related to the sale of products**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act). In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent.

### **Purpose of the data control:**

In the case of sale of products the purpose of the data control is to ensure that the ordered items are delivered for You in cooperation with contracted partners and in compliance with Your demands.

### **Scope of the data controlled:**

Name, address, e-mail address, phone number.

### **Duration of the data control:**

The Controller shall handle the personal data until the delivery of goods.

## **2/D) Data control related to the dispatch of newsletters**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and act XLVIII of 2008 on the basic requirements and certain restrictions of commercial advertising activity (Commercial Advert Act). In accordance with section 5 (1) a) of the Information Act and section 6 (1)-(2) of the Commercial Advert Act legal ground for the data control is provided by Your consent.

### **Purpose of the data control:**

The purpose of the data control is to provide You with information about the latest, most favourable or special offers. Please be advised that we place not only the advertisements of the Controller in the newsletter but also those of other business associations, however, we shall not disclose or transfer Your personal data to them.

### **Scope of the data controlled:**

Name, address, e-mail address, phone number.

### **Duration of the data control:**

Until the withdrawal of the consent granted by the data subject.

## **2/E) Data control related to the dispatch and display of customized advertisements**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and act XLVIII of 2008 on the basic requirements and certain restrictions of commercial advertising activity (Commercial Advert Act). In accordance with section 5 (1) a) of the Information Act and section 6 (1)-(2) of the Commercial Advert Act legal ground for the data control is provided by Your consent.

### **Purpose of the data control:**

The purpose of the data control is to dispatch You customized offers that are in compliance with Your demands and preferences to the greatest possible extent.

### **Scope of the data controlled:**

Browsing history.

### **Duration of the data control:**

Until the withdrawal of the consent granted by the data subject.

## **2/F) Data control accompanying the registration**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and act V of 2013 on the Civil Code (Civil Code). In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent.

**Purpose of the data control:**

By storing the data provided during the registration the Controller will be able to provide more convenient services (e.g. the data subject shall not be required to provide his personal data again at the next shopping)

**Scope of the data controlled:**

During the data control the Controller shall handle Your name, address, phone number, e-mail address, properties of the purchased product and the date of purchase.

**Duration of the data control:**

Until the withdrawal of the consent granted by the data subject.

**Other data controls**

If the Controller intends to carry out further data control, then it shall provide information about the essential conditions of the data control (statutory background and legal grounds, purpose of the data control, scope of the controlled data, duration of the data control).

We advise You that the Controller shall fulfil the authorities' written request for the data supply founded on statutory authorization. In accordance with section 15 (2)-(3) of the Information Act the Data Controller shall keep records of data transferred (to which authority, what personal data, on what legal grounds and when the Controller transferred personal data) and provide information for the data subject unless it is precluded by law.

**3. Hiring data processors and their activity related to the data control****Data processing aiming at storing personal data**

**Data Processor's name:** UNAS Online Kft.

**Contact details:** Phone: +3699884000, E-mail: unas@unas.hu

The Data Processor shall perform the storing of personal data according to the written contract concluded with the Controller. The Data Processor shall not be entitled to control personal data.

**Data controlling activity related to the sale of goods**

**Data Processor's name:** DPD Hungária Kft.

**Contact details:** Phone: +3615016200, E-mail: dpd@dpd.hu

The Data Processor shall participate in the delivery of the ordered products under the contract concluded with the Controller. During this the Data Processor may control the customer's name, address and phone number until the ordered products are delivered, thereafter he shall delete the data without delay.

**Data security measures**

The Data Processor states that he has taken appropriate security measures in order to protect the personal data against unauthorised access, modification, transfer, disclosure, deletion or destruction, accidental destruction and damage as well as disabled access occurring due to changes to the technology applied.

**The rights of the data subject during the data control**

During the data control You shall have the right

- to request for information on the data control,
- correction,
- deletion,
- blocking of Your personal data and
- the right of objection.

Within the duration of the data control You may request the Controller to provide information on Your personal data controlled. The Controller shall inform You in clear form in writing of the data controlled, purpose, legal grounds and duration of the data control, or – in the case of data transfer – of the recipients of the data, purpose of the transfers within the shortest possible time following the submission of the request; however, not later than within 25 days.

Within the duration of the data control You may request the Controller to correct Your personal data. The Controller shall fulfil Your request not later than within 15 days.

Within the duration of the data control You may request the Controller to delete Your personal data, which the Controller shall fulfil not later than within 15 days. The right to deletion shall not be exercised if the Controller is obliged to continue the storing of the data either by law or in accordance with 6 (5) of the Information Act he is entitled to do so (for instance, in relation to billing).

You may request the Controller to block Your personal data if You presume that the deletion would violate Your lawful interests. Personal data blocked through such means may exclusively be controlled while the control objective remains valid which barred the deletion of the personal data.

You may object to controlling Your personal data if

- the personal data must be controlled or transferred to fulfil the legal obligations of the Controller, or to enforce the rightful interests of the Controller, data recipient or third party, except for cases of mandatory data control and for case under section 6 (5) of the Information Act;
- the personal data are used or transferred directly for business benefits, public opinion surveys or scientific research purposes, without Your consent.

The Controller shall assess the objection within the shortest possible time limit following the submission of the request but not later than within 15 days and shall make a decision on the grounds of the objection and shall notify the applicant of the decision in writing. If the Controller does not fulfil the data subject's request for correction, blocking or deletion, he shall notify the data subject in writing or – with the consent of the data subject – electronically of the factual and legal reasons for the rejection of the request for the correction, blocking or deletion within 25 days following the receipt of the request.

**Remedies**

If You believe that the Controller has violated any statutory provision pursuant to data control, or if he has refused to fulfil any of Your requests, then You can initiate the proceedings of the National Authority for Data Protection and Freedom of Information (mailing address: 1530 Budapest, Pf.: 5., E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) for the termination of the supposed unlawful data control.

We also advise You that in the case of violation of statutory provisions relating to the data control, or if the Controller has not fulfilled any of Your requests, then You may initiate judicial proceedings against the Controller.

**Application for the entry into the data protection register**

Under the provisions of the Information Act the Controller shall submit reports in the data protection register.

**Data protection registration number:**

**Amendment to the privacy policy**

The Controller reserves the right to amend this privacy policy. By using the website following the amendment thereof You shall accept the amended privacy policy. The Controller shall ensure that in the case of amendment the previous version is also available on the website.