



General Terms and Conditions for Users

This General Terms and Conditions (hereinafter referred to as GTC) includes the rights and obligations of PEVIKTERA Consulting Kereskedelmi, Gazdasági és Műszaki Tanácsadó Korlátolt Felelősségű Társaság (registered seat: 3000 Hatvan, Jókai utca 78., company registration number: 10-09-026307, tax number: 13416924-2-10, hereinafter referred to as Service Provider), operating the website of <https://balloon-tracking.eu> (hereinafter referred to as Website) and the Consumer using the electronic commercial activities under Section 2, Paragraph a) of Act CVIII of 2001 (hereinafter referred to as Electronic Commerce Act), provided by the Service Provider through the Website.

The Website offers a single platform to the organizers of the hot air balloon events (hereinafter referred to as Events) and the participants (Captain, Supporter) of the Events. Registering on the Website as User is a prerequisite for the use of the functions (available at the Website) concerning the status of the Organizer, Captain, and Supporter. The Organizer shall assess the applications for the hot air balloon Event, during which it is entitled to require the certification of professional qualifications. With respect to the Event, the Service Provider does not constitute an organizer, consequently, it does not influence the assessment of the application.

Should the User be deemed a consumer under the Civil Code and the Consumer Protection Act, the Service Provider shall provide the information pertaining to the consumers' rights and obligation deriving from this transaction to the User in the consumer information constituting integral parts of this General Terms and Conditions.

1. GENERAL INFORMATION, ESTABLISHMENT OF AN AGREEMENT BY AND BETWEEN THE PARTIES

1.1. The scope of this GTC extends to any such electronic commercial service which is available for the User and which the Service Provider offers to the User through the Website. Additionally, the scope of this GTC also extends to any such commercial transaction, with regard to which an agreement is established by and between the Service Provider and the User (as Parties) with respect to the use of the Website with the proviso that the User has accepted the GTC prior to the use of the service at least by way of implied conduct unless the parties conclude an agreement with individual content following a request of an individual offer, and the particular agreement provides for otherwise, or the conclusion of the particular agreement does not entail the acceptance of the GTC.

1.2. The agreement pertaining to the services provided on the Website shall be established by the User's registration and the acceptance of the GTC, and the ordering of the specific product or the Credit, in a manner provided for herein.

1.3. The Service Provider facilitates the establishment of the legal relationship between the Organizer and the Users, thereby it constitutes an intermediary service provider under Section 2, Paragraph 1) of the Electronic Commerce Act.

1.4. The services offered on the Website may be used by either natural, or legal persons, or legal entities not having legal personality, with the proviso that they have registered on the Website, and they have, at least by way of implied conduct, accepted the provisions of this GTC.

1.5. The agreement established by and between the parties with respect to the services offered on the Website shall not constitute a written contract, and the Service Provider shall keep it, register it electronically, and it makes it retraceable in such a manner.

1.6. The Website is operated by the Service Provider, the contact information of which is:

**Company name: PEVIKTERA Consulting Kereskedelmi, Gazdasági és Műszaki Tanácsadó
Korlátolt Felelősségű Társaság**
Registered seat: 3000 Hatvan, Jókai utca 78.
Tax number: 13416924-2-10



EU tax number: HU13416924.

Company registration number: 10-09-026307

Electronic address for service as indicated in the company register: sandor.takacs@dreamair.hu

E-mail address and telephone number of the customer service relating to the Website:

helpdesk@balloon-tracking.eu, +36302078357

2. DEFINITIONS

2.1. Service: online services offered by the Service Provider on the Website, relating to information society, which provides information support for the organization, conducting of, and participation on the hot air balloon events.

2.2. Service Provider: the operator of the Website of Balloon-tracking.eu, and the Event subpages.

2.3. User: the collective term for persons registered on the Website of Balloon-tracking.eu

2.4. Captain: any User who applies for the position of competing captain at a particular Event, and whose application the organizer of the Event accepts.

2.5. Supporter: any User who the Captain invites to the specific Event as a member of their team shall be deemed as a Supporter of such team in the competition.

2.6. Organizer: any User who has concluded an individual service agreement with the Service Provider for the establishment and operation of an Event subpage, for the digital support of the organizing and conducting of the hot air balloon competition.

2.7. Event: collective term for the hot air balloon competitions and organizations available on the Website.

3. GENERAL DESCRIPTION OF THE SERVICES AVAILABLE ON THE WEBSITE

3.1. The Website provides a single platform for the organizing of the hot air balloon Events, for the registration of the Users, and for the recording, maintenance, and storing of their specific personal data. The functions of the Website include the feature that the system generates an Event subpage based on the data provided by the Organizer, where the User may find information concerning the Event, and they may apply to the specific Event. The description of the current functions of the Website and the Event subpages, and their suitability for particular purposes is available on the Website, and the User may have gained information thereof prior to the acceptance of this GTC. Beyond the function and purposes explicitly indicated on the Website, the Service Provider shall not undertake and warrant suitability or functionality for other purposes. The availability of the use of the Event subpage offers the services provided by the Services Provider to the Organizer and the User. The content and the details of the services provided to the Organizer and the service fee owed to the Service Provider shall be agreed upon by the Service Provider and the Organizer in a separate service agreement. The details of the Service Provider's services provided to the User shall be published in this General Terms and Conditions, on the Website and the Event subpage. The User shall purchase Credits on the Website for the use of the Event subpage supporting the competition.

4. REGISTRATION

4.1. The User may register by clicking on the menu item "*LOGIN*" and following thereof, by clicking on the menu item "*Register Now!*". During registration, the following data shall be provided: name, e-mail address used for signing in as username, password, contact e-mail address. The User may send their registration following the acceptance of this GTC and the acknowledgement of the Privacy Policy, by clicking on the menu item "*Register*". After sending the registration, the Service Provider shall send a confirming e-mail to the e-mail address provided by the User, in which it informs the User that the registration has been delivered into the Service Provider's system, the registration was successful, or, if it was unsuccessful, it shall inform the User of that fact.



5. USE OF THE WEBSITE

5.1. The User may view the available Events by clicking on the menu item *Events*.

5.2. Upon clicking on any of the Events under the menu item “*Events*”, the User shall be redirected to the Event subpage edited by the Organizer, where they may find information of the specific Event, and they may apply for the Event as Captain. The prerequisite of the application is for the User to have Credit for the Event. Should they fail to have any, the Service Provider shall offer the opportunity of their purchase and following such purchase, the application of the User shall be directed to the Organizer. The Organizer is entitled to assess the User’s application to the Event. You may find further information on data management relating to applications in the Privacy Policy. The Credits of such Users who purchased Credits for a particular Event, nonetheless whose application has been denied by the Organizer, shall be purchased back by the Service Provider, or, upon the explicit request of the User, the Service Provider shall convert (makes it possible to use) the Credits to any other Event selected by the User.

5.3. Following the successful application, the Captain may send an invitation to any such persons who they wish to invite to their team as Supporters to the particular Event. If the invited person does not have a user’s account, registration on the Website for the acceptance of the invitation is required. The Captain or the Supporter may purchase Supporter Credits for any such Supporter who they wish to provide the services supporting the specific Event on the Website, Event subpage and the Application.

5.4. The Users may purchase products relating to the Event from the Service Provider on the Event subpages.

6. PURCHASE

6.1. Credit purchase: The User may purchase Credits on the Website, by which they may take part in the competitions published and advertised on the website of the Service Provider. The User may choose from the following payment methods: Simple Pay (payment by bank card). The information on the rights relating to the Credits are available on the Website.

6.2. Products: The User may purchase various products on the Website. The User may choose from the following payment methods: Simple Pay, PayPal. Information on the relevant nature and characteristics of the products indicated on the Website and the instructions of their use may be acquired in detail on the informational site of the specific product, and, where required, from the instruction manual attached to the product.

6.3. The prices of the products on the Website indicated in euro or forint (as a gross amount) in a manner that includes in detail the value-added tax and other public dues. The prices of the products do not include the fees of delivery.

6.4. Upon the purchase of the selected product or Credit, the User shall be redirected to the Order menu item. The next steps of the purchase are the following: checking/modifying the invoicing data, checking/modifying the ordered items, in case of products, providing the data for delivery, finalizing the order and payment. On the Website, the User may only pay by bank card.

6.5. The sending of the order shall occur by clicking on the “sending of order” sign (or any other similar sign). The sending of the order establishes the offer’s binding effect, and the delivery of the confirming e-mail establishes a payment obligation on the User, as determined in the provisions regarding the payment methods.

6.6. The Service Provider retains the right to change the prices of the products that may be ordered on the Website, and such modification shall enter into force upon its publication on the Website. The modification shall not affect the purchase price of the already ordered products. If, even if all due care has been exercised, an incorrect price is published on the Website, especially if the price is obviously erroneous, that is, for instance, if the price of the product significantly differs from the generally known,



accepted or estimated price, or if it is HUF 0 or HUF 1 due to system malfunction, the Service Provider is not obligated to deliver the product for the erroneous price, but instead, it may offer delivery for the correct price, nonetheless, against this background, the User may withdraw their purchase intent.

6.7. The Service Provider shall only accept the order if the User has filled out all the boxes required for the order without fail. The Service Provider shall not be liable for any delivery delay occurred due to incorrect and/or inaccurate order data provided. If the User indicated an incorrect place of delivery, the Service Provider shall not pay the delivery fee to the User and the User is obligated to pay the fee of the repeated delivery to the correct address. The User shall explicitly accept the fact thereof by accepting this GTC.

7. CORRECTION OF DATA ENTRY ERRORS

7.1. The User may correct any data entry error on the Website's order interface (in case of the content of the previous page, by clicking on the "return" button) at any time during the ordering process until the sending of such order to the Service Provider

8. BINDING FORCE OF THE OFFER, CONFIRMATION

8.1. The Service Provider shall confirm the receipt of the order (offer for the conclusion of contract) sent by the User, without delay, by an automatic confirming e-mail to the User, which confirming e-mail shall include the relevant data and the identification number of the order. This confirming e-mail only serves to inform the User that their order has been received by the Service Provider.

8.2. If the User has already sent their order to the Service Provider, and it detects an error with respect to the data in the confirming e-mail, it shall notify the Service Provider thereof within 1 calendar day. In this case, the Service Provider modifies the order accordingly.

9. APPLICATION

9.1. Following registration on the Website, the User may sign into the Balloon-Tracking application (hereinafter referred to as Application) operated by the Service Provider with their data provided during registration, which application may be downloaded from Google Play.

9.2. The Application serves for the support of the Event, and only such Users may use its functions who are the participants (Captain, Supporter) or the Organizers of the particular Event. With respect to specific Events, the Application offers the menu items in each case to the User which are necessary for their position and duties with regard to the specific Event.

9.3. During the use of the Application, the location data of the participants (Captain, Supporter) of the specific Event shall be transferred to the Organizers of the particular Event. With regard thereto, you may find further information in the Privacy Policy.

10. LIABILITY OF THE SERVICE PROVIDER

10.1. The successful application of the Captain and the Supporter exclusively gives rise to a contractual relationship with respect to the Captain or the Supporter and the Organizer, pertaining to the services provided on the Event, and the participation of the Event. Under Section 2, Paragraph 1) of Electronic Commerce Act) the Service Provider constitutes an intermediary service provider ensuring simple data transport and access based on its activity. The Captain and the Supporter explicitly acknowledge the fact that the Service Provider shall not undertake to send the confirmation of the application for the specific Event to them, as it depends on the decision of the Organizer. The Service Provider shall not assume any liability for damage occurred due to the fact that the Organizer does not accept the User's application as Captain or Supporter for the specific Event.

10.2. The Service Provider does not constitute the organizer or co-organizer of the Event, or any other party actively contributing to the organizing and conducting thereof, consequently, it excludes liability



for any possible damage on the Captain's or the Supporter's part due to cancellation, unsatisfactory organization (including e.g. calling off, date and time modification) of the Event, as well as for any damage arising on the Event. Neither the Captain nor the Supporter may claim the reimbursement of the application fee paid by them due to Event cancellation from the Service Provider as it does not constitute the distributor of such Events. In case of cancellation of the Event, the Organizer shall decide on and notify the Captain and the Supporter of the process, location, and deadline of the returning of the application fee, and only the Organizer shall be liable for the frustration of such return.

10.3. Under Section 7 of the Electronic Commerce Act, the Service Provider shall be liable for information provided by it. Nonetheless, as the Service Provider constitutes an intermediary service provider under the Electronic Commerce Act, it shall not be liable for any information provided by another person which were transmitted, stored, or offered access to by the services provided by it in relation to the information society, provided that the conditions of Section 8 of the Electronic Commerce Act are met.

10.4. The User acknowledges that due to the characteristics of the internet, the operation of the Website may be discontinued even against the prior knowledge or the intent of the Service Provider. Consequently, the Service Provider shall not warrant the error-free and uninterrupted operation of the Website and the relating services, as well as the fact that the access to the Service shall be continuous and free of malfunctions.

10.5. The Services Provider bears no liability with respect to information provided by another person which were transmitted, stored, or offered access to by the services provided by it in relation to the information society.

10.6. The Service Provider is not obligated to check and monitor the information that was only transmitted, stored, or provided access to by it, moreover, it is not obligated to seek any fact or circumstance which would suggest unlawful activity.

10.7. The Service Provider excludes any and all warranty claims with respect to the operation, specification, and functions of the Website. The Organizer shall bear the risk that the Website is appropriate for it at the time of the acceptance of the GTC, and the operation, specification, and functions of the Website are satisfactory.

10.8. The Service Provider ensures that the User shall receive notification of any update of digital content or digital service, including security updates that are necessary to maintain the conformity with the digital content or digital service, and the User shall receive said updates. The Service Provider shall provide this notification on the Website, Event subpage, in the interface of the Application and/or by an e-mail sent from helpdesk@balloon-tracking.eu to the User's e-mail address provided as contact. The Service Provider shall only send the notification referred to in this Section or technical and functional information relating to the services from this e-mail address to the User, which information therefore do not constitute advertisement.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The entirety of the Website and the Application, as well as each of their elements, are protected by copyright. The copyright holder or the authorized user of the Website, the Application and the content, copyright material and/or any other intellectual property available on the Website and in the Application – graphic form, graphic, structure of the Website and the Application, information, data processing principle available on the Website and in the Application, etc. – is the Service Provider.

11.2. Intellectual properties protected by copyright forming and available on the Website and the Application shall not be used, exploited, multiplied, or stored in any manner without the prior written consent of the Service Provider.

12. MISCELLANEOUS PROVISIONS



12.1. The use of the Website and services offered thereon assumes the knowledge of technical constraints of the internet and the acceptance of the possibilities of malfunctions and errors the technology entails, on the User's part.

12.2. The User acknowledges that their application to the specific Event constitutes the performance of the service under Section 17, Subsection 2, Paragraph b) of the Government Decree 373/2017 (VI.30.), and prior to such performance, the User expressly grants their consent to the starting of performance, furthermore, following the performance of the entire service, the User shall lose their right of termination under Government Decree 45/2014 (II.26.).

9.3. The Service Provider is entitled to unilaterally amend the terms and conditions of this GTC with the simultaneous notification of the Users.

9.4. The contracting parties shall take all the necessary measures to settle disputes by negotiations. In case of disputes relating to or deriving from this General Terms and Conditions with respect to Users not constituting consumers under Section 7, Subsection 1, Paragraph 5 of Act CXXX of 2016 on the Code of Civil Procedure, the courts of the Service Provider's registered seat shall have exclusive jurisdiction.

9.5. Any issues not regulated herein shall be governed by Hungarian law.

9.6. This GTC enters into force on 01.01.2022.

Date: 22.12.2021.

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PEVIKTERA Consulting Kft.
Service Provider



Annex 1

Consumer protection information pursuant to Government Decree 45/2014. (II. 26.)

- with respect to the services referred to in Section 2.1. of the GTC -

The Service Provider expressly draws your attention to the fact that you may not exercise your right of withdrawal under Section 29, Subsection 1 of the Government Decree 45/2014 (II.26.) with respect to the services provided by the Service Provider: *“in case of an agreement of providing service, following the performance of the entirety of the service if the Undertaking has started the performance upon the explicit, prior consent of the consumer, and the consumer has acknowledged that they shall lose their right of termination following the performance of the entirety of the service.”*

Possibilities to submit complaints and enforce rights

The consumer may submit their complaints relating to the service to the contact information set forth below:

Telephone number: +36302078357

E-mail address: helpdesk@balloon-tracking.eu,

Personally: 3000 Hatvan, Jókai utca 78.

The consumer may disclose their complaint to the Undertaking orally or in written form, which complaint concerns the conduct, activity, or omission of the Service Provider or the person acting on behalf of or in the interest of the Service Provider, which is directly related to the provision and supply of the services to the consumers.

The Undertaking is obligated to immediately examine the oral complaint, and if necessary, resolve it. If the consumer does not agree with the handling of the complaint, or if the examination of the complaint without delay is not possible, the Undertaking is obligated to draw minutes of the complaint and its viewpoint relating to it, and in case of personally disclosed oral complaints, it shall provide a copy thereof to the consumer on site. In case of an oral complaint disclosed on telephone or by using any other electronic communications service, the Undertaking shall provide the copy of the minutes to the consumer simultaneously with the substantive response within 30 days at the latest, according to the provisions regarding the response to the written complaint. As to the remainder, the Undertaking shall proceed with regard to the written complaint as follows. Unless otherwise provided for by a directly applicable legal act of the European Union, the Undertaking shall provide a substantive response to the written complaint in writing within 30 days after its delivery, and it shall take measures to disclose such response to the consumer. Legal acts may determine shorter deadlines, whereas longer deadlines may only be laid down in statutes. The Undertaking is obligated to provide reasoning for its viewpoint if it rejected the complaint. The Undertaking shall set a unique identification number for oral complaints disclosed on telephone or by using electronic communications service.

The minutes drawn up of the complaints shall include the following:

1. name and address of the consumer,
2. place, date, and manner of the submission of the complaint,
3. a detailed description of the consumer's complaint, a record of the deeds, documents, and other evidence presented by the consumer,
4. if immediate examination of the complaint is possible, the Undertaking's declaration of its viewpoint regarding the consumer's complaint,



5. the signature of the person drawing up the minutes and, except for the oral complaint disclosed on telephone or by using other electronic communications service, that of the consumer,
6. place and date of the recording of the minutes,
7. unique identification number of the complaint in case of oral complaint disclosed on telephone or by using other electronic communications service.

The Undertaking is obligated to keep the copies of the minutes of the complaint and the response for three years, and upon request, it shall present it to the controlling authorities.

Should the complaint be rejected, the Undertaking is obligated to inform the consumer in writing that it is entitled to initiate the proceeding of an authority or a conciliation board pertaining to their complaint, depending on the nature thereof. The information shall additionally include the registered seat, telephone number, and web access of the competent authority and the conciliation board of the permanent address or habitual place of residence. The information shall also extend to the fact whether the Undertaking takes part in the proceeding of the conciliation board for the settling of consumer disputes.

Should the possible consumer dispute between the Undertaking and the consumer remain to be unsettled following the negotiations, the following options of pursuing claims shall be open to the consumers:

Complaints at the consumer protection authorities. Should the consumer observe the violation of their consumer rights, they are entitled to submit claims to the competent consumer protection authority of their permanent address. Following the resolution of the complaint, the authority shall decide on conducting the consumer protection proceeding. The duties and obligations of the consumer protection authority of the first instance shall be carried out by the competent capital and county government offices, the list of which is available here: Consumer Protection Portal – Consumer Protection Authority (fogyasztovedelem.kormany.hu)

Court proceedings. The Consumer is entitled to pursue their claim arising from the consumer dispute within the scope of civil proceedings before the courts, in the scope of the provisions of the Civil Code and Act CXXX on the Code of Civil Procedure.

We inform you that you are entitled to submit a consumer complaint against us. Should your complaint be rejected, you are entitled to turn to the competent conciliation board of your permanent address or habitual place of residence: the conditions for initiating the proceeding of the conciliation board are the fact that the consumer directly sought to resolve the dispute with the concerned Undertaking. Upon the request of the consumer, the conciliation board indicated therein shall have jurisdiction instead of the board otherwise having jurisdiction for the proceeding.

The Undertaking shall bear cooperation obligation in the proceeding before the conciliation board.

In the scope thereof, the Undertaking is obligated to send the reply document upon the request of the conciliation board and to appear before the conciliation board (“ensuring the presence of the person authorized to reach an agreement at the hearing”).

If the registered seat or the premises of the Undertaking is not registered in the county of the chamber of commerce and industry operating the conciliation board having territorial jurisdiction, the Undertaking’s cooperation obligation extends to the offering of the conclusion of written agreement appropriate to the demands of the consumer.

The consumer protection authority has competence for the violation of the above cooperation obligation, based on which, due to the change of legal acts mandatory penalties shall be imposed in case of the unlawful conduct of the Undertaking, consequently, there is no possibility to disregard the application of penalties. Apart from the Consumer Protection Act, the concerning provision of the Act on small and



medium-sized enterprises has also been amended, therefore, penalties shall also be imposed on small and medium-sized enterprises.

The conciliation board is also competent with respect to the out-of-court settling of the consumer dispute. It is the conciliation board's duty and obligation to attempt the establishment of an agreement between the parties to settle consumer disputes, and should it prove to be unsuccessful, it shall bring a resolution in the case for ensuring the simple, quick, effective, and cost-efficient pursuing of consumer rights. Upon the request of the consumer or the Undertaking, the conciliation board offers advice with respect to the rights and obligations of the consumer.

The proceeding of the conciliation board shall be launched at the request of the consumer. The request shall be submitted to the chairperson of the conciliation board in writing: the requirement of written form shall be performed by letter, telegram, teleprinter, or facsimile, and by any other device which makes it possible for the recipient to permanently store the data addressed to them for a time appropriate for the purposes of the data, and the stored data may be viewed in an unchanged form and content.

The request shall include:

- a. name, permanent address, or habitual place of residence of the consumer,
- b. the name, registered seat, or premises of the concerned Undertaking affected by the consumer dispute,
- c. brief description of the consumer's viewpoint, fact, and evidence supporting it,
- d. the consumer's declaration of the fact that they have directly attempted to settle the dispute with the concerned Undertaking,
- e. the consumer's declaration with respect to the fact that it has not initiated the proceeding of another conciliation board in the case, no mediation proceeding has been launched, and neither a statement of claim nor a request for an order for payment has been submitted,
- f. claim to request the decision of the conciliation board,
- g. signature of the consumer.

The document and its copy (extract), the content of which the consumer refers to as evidence, especially the written declaration of the Undertaking with regard to the rejection of the claim, and in failure thereof, any other written evidence in the consumer's possession of the attempt of the provided resolving of disputes shall be attached to the request.

Should the consumer proceed by proxy, they shall attach the power of attorney to the request.

You may find further information on the conciliation boards here: <http://www.bekeltetes.hu>

Additional information of the conciliation boards having territorial jurisdiction is available here: <https://bekeltetes.hu/index.php?id=testuletek>

The consumer may resort to the conciliation board with their consumer claims against the Undertaking. Under Section 20 of the Consumer Protection Act, the conciliation board of the consumer's permanent address or habitual place of residence has jurisdiction with regard to the proceeding. In the absence of a national permanent address or habitual place of residence, the jurisdiction of the conciliation board shall be determined by the registered seat of the Undertaking affected by the consumer dispute, or that of the entity authorized to its representation, which, in case of the Service Provider, is the following:

Conciliation Board attached to the Heves County Chamber of Commerce and Industry

Address: 3300 Eger, Hadnagy utca 6. ground floor 1.

Office hours:

Monday 9.00 - 12.00

Wednesday 9.00 - 12.00



Balloon-tracking System
www.balloon-tracking.eu

Friday 9.00 - 12.00

Telephone: +36 36 416-660, extension 105

E-mail: bekeltetes@hkik.hu

(personally, and by telephone)

Postal address: 3300 Eger, Mailbox 440.

(Upon the request of the consumer, the conciliation board indicated therein shall have jurisdiction instead of the board otherwise having jurisdiction for the proceeding.)

The contact information of the specific Conciliation Boards having territorial jurisdictions:

<https://bekeltetes.hu/udvozlo> (**menu item Boards**)

Online dispute resolution platform

The European Committee established a website where the consumers may register, thereby having the possibility to resolve their legal disputes relating to online purchases by filling out a form, consequently, court proceedings may be prevented. Thus, the consumers may enforce their rights without the distance preventing them to do so.

Should you intend to submit a complaint with respect to any product purchased or any service used online, and should you wish to prevent resorting to court proceedings, you may use online dispute resolution.

You and the trader against whom you intend to submit complaints may mutually select a dispute resolution board to be assigned with regard to complaint resolution on the portal.

The online dispute resolution platform is available here:
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>



Annex 2

Consumer protection information pursuant to Government Decree 373/2021 (VI.30.)

- with respect to the services referred to in Section 2.1. of the GTC -

Corresponding to the gravity of the breach of contract, the consumer is entitled to request the pro rata reduction of the consideration or to terminate the contract of the provision of digital content or digital service even if:

- a) the repair or replacement is impossible or if it would result in disproportionate additional costs to the undertaking;
- b) the undertaking has not complied with its following obligation: in case of requesting repair or replacement as exercising warranty for material defects, the undertaking, without causing any significant inconvenience to the consumer, by taking into account the nature and purposes of the digital content or digital service, is obligated to bring the performance into conformity free of charge within a reasonable time following the consumer's disclosure of the defect;
- c) there is a repeated defect in performance despite the fact that the undertaking sought to bring the product into conformity;
- d) the gravity of the defect in performance is such that it makes the reduction of the consideration or the immediate termination of the contract reasonable; or
- e) the undertaking has not undertaken to bring the service into conformity, or it is evident from the circumstances that it shall not bring it into conformity within a reasonable time or without causing significant harm to the consumer's interests.

Upon the request of repair or replacement as exercising warranty for material defects, depending on the technical characteristics of the digital content or digital service, the undertaking may select the method of bringing the digital content or digital service into conformity. The reduction of consideration is deemed proportionate if the amount thereof is equal to the difference of the amount owed to the consumer upon contractual performance and the value of the service actually provided to the consumer. Should the consumer wish to terminate the contract by referring to defective performance, the undertaking is obligated to prove that the defect in question is insignificant. The consumer's warranty right of termination of contract may be exercised by their legal declaration relating to their decision of termination, addressed to the undertaking.

Should the undertaking fail to comply with the performance of the contract, the consumer is obligated to call upon the undertaking to do so. If, against such notification on the consumer's part, the undertaking fails to provide the digital content or the digital service without delay or within the grace period accepted by the parties, the consumer is entitled to terminate the contract. The consumer is entitled to terminate the contract without such notification sent to the undertaking if:

- a) the undertaking has not undertaken the provision of digital content or digital service, or it is evident from the circumstances that it shall not provide the digital content or digital service; or
- b) it is evident based on the parties' agreement or the circumstances of the conclusion of contract that performance at a specific time is indispensable for the consumer, and the undertaking fails to perform accordingly.



The obligations of the undertaking upon termination of contract

Upon termination of contract, the undertaking is obligated to reimburse the entire amount paid by the consumer as consideration. Nevertheless, if the performance was contractual for a definite time prior to the termination of contract, the consideration for that period shall not be reimbursed. In the latter case, only such part of the consideration shall be reimbursed which concerns the period of non-contractual performance and any such consideration paid in advance by the consumer which, if the contract had not been terminated, the undertaking would have been entitled to. If the consumer is entitled to the pro rata reduction of the consideration of the termination of contract, the undertaking is obligated to perform its obligation of reimbursement without delay, but within fourteen days following having been aware of the exercising of such right at that latest. The undertaking shall reimburse the amount to be returned to the consumer in the same payment method that the consumer had used before. Based on the explicit consent of the consumer, the undertaking may use a different payment method, however, the consumer shall not bear any additional charges due to that fact. The costs relating to the reimbursement shall be borne by the undertaking.

Upon the request of the consumer, the undertaking shall provide any content other than personal data which the consumer provided or established during the use of digital content or digital service provided by the undertaking [with the exception of those laid down in Section 25, Subsection 2, Paragraphs a), b), or c) of the Government Decree 373/2021. (VI.30.)].

The consumer is entitled to retrieve the digital contents free of charge and restrictions, within a reasonable time, in a generally used data format that is readable by IT systems. Upon termination of contract, the undertaking may hinder that the consumer should use the digital content or digital service in the future, that is, it may especially make the digital content or digital service unavailable to the consumer or it may disable the consumer's account. The blocking of the account shall not affect the consumer's right under Section 15, Subsection 3 of the General Data Provision Regulation to request copies of their data constituting personal data from the undertaking which possibility the undertaking shall offer to the consumer within a reasonable time.

The obligations of the consumer upon termination of contract

Upon termination of contract, the consumer shall refrain from using the digital content or digital service and making them available to third parties. If the digital content was provided on a physical medium, the consumer, upon the request of the undertaking disclosed within fourteen days following having been aware of the termination, is obligated to return the physical medium without delay, at the undertaking's cost. The consumer is obligated to pay a fee for the use of the digital content or digital service with respect to the period before the termination of contract, which fee shall be proportionate to the contractually performed service.



Annex 3

Consumer protection information pursuant to Government Decree 45/2014. (II. 26.)

- with respect to the ordering of the products –

The rights and obligations in this consumer protection information shall apply to you, if you have concluded a contract with the undertaking indicated herein, as consumer, for the purposes of purchasing a product. Under Section 8:1, Subsection 1, Paragraph 3 of Act V of 2013 on the Civil Code (Civil Code), the consumer means “a natural person acting outside their profession, independent occupation or business activity”.

1. General information prior to the conclusion of contract

- a) This information includes the essential terms and conditions and information of contracts concluded with the Service Provider, to which contracts the rules relating to contracts between parties who are absent are applicable, and information relating to the contract.
- b) You may acquire information on the relevant characteristics of the purchased product on the Website, in the product specifications, furthermore, in the offer or confirmation sent by the undertaking.
- c) The name and data of the undertaking is included in the General Terms and Conditions that is published in a consolidated form with this information.
- d) You may acquire further information of the entire amount of the consideration, increased with taxes, of the product indicated in the contract, in the product specifications, and, during the purchasing process, at the checking of the Cart, moreover, in the order confirmation.
- e) You may get information of the delivery terms and conditions and delivery fees in the General Terms and Conditions of the undertaking. During the managing of complaints, the undertaking shall fully comply with Act CLV of 1997 of consumer protection (Consumer Protection Act) and the provisions set forth herein.
- f) Information on warranty for material defects, product warranty, and guarantee is included in the information provided for in Annex 2.
- g) In case of consumer protection claims against the Service Provider you are entitled to resort to a conciliation board. The competent conciliation board based on the registered seat of the Service Provider is the Conciliation Board attached to Heves County Chamber of Commerce and Industry (3300 Eger, Hadnagy utca 6. ground floor, telephone number: +36 36 416-660, extension 105, e-mail: bekeltetes@hkik.hu). Under Section 20 of the Consumer Protection Act, the conciliation board of the consumer's permanent address or habitual place of residence has jurisdiction for the proceedings before the conciliation board. In the absence of a national permanent address or habitual place of residence, the jurisdiction of the conciliation board shall be determined by the registered seat of the undertaking affected by the consumer dispute, or that of the entity authorized to its representation. Upon such request of the consumer, the conciliation board having jurisdiction as determined above shall be replaced by the conciliation board indicated in the consumer's request.

2.1. Information on the right of withdrawal/termination

- a) You are entitled to withdraw from this contract without giving any reasons therefor within 14 days.
- b) You may not exercise your right of withdrawal and termination:
 - in case of contracts relating to provision of services, following the performance of the entirety of the services if the undertaking has started the performance upon your express and prior consent and you have acknowledged that you shall lose your right of termination following the performance of the entirety of the services;



- with respect to any product or service, the price or fee of which depends on the possible fluctuation of the money market that may not be influenced by the undertaking, within the time limit laid down in Section 20, Subsection 2 of the Government Decree 45/2014 (II.26.);
 - with respect to any non-preproduced product which were produced upon your instructions or specific request, or with respect to any such products which were obviously personalized to the specific consumer;
 - with respect to perishable products or those that maintain their quality for a short period of time;
 - with respect to any product in sealed packages which may not be returned following their opening due to health protection or hygienic reasons;
 - with respect to any such products, which, due to its nature, inseparably mixes with other products following delivery;
 - with respect to any alcoholic beverages, the actual value of which depends on the market's fluctuation that may not be influenced by the undertaking, and which consideration has been agreed upon the parties at the conclusion of the sale and purchase contract, nonetheless, the contract was only performed thirty days after its conclusion;
 - in case of any contract to produce a work, where the undertaking offers you the performance of urgent repairs and maintenance work upon your explicit request (this does not concern services or products which the undertaking provides beyond the services expressly requested by you or beyond the replacement parts used for the repairs and maintenance work);
 - with respect to sale and purchase of audio and video recordings and counterparts of IT software in sealed packages, if, following delivery, you have opened the packaging;
 - with respect to newspapers and periodicals, with the exception of subscription contracts;
 - with respect to contracts concluded at public auctions;
 - with respect to contracts pertaining to provision of accommodation other than for residential purposes, transportation, rental services of passenger cars, supply of food, or contracts relating to leisure activity, if a specific date or deadline of performance was provided in the contract;
 - with respect to digital data content provided on a medium other than a tangible medium, if the undertaking has started performance upon you express and prior consent, and you have simultaneously acknowledged the fact that following the starting of such performance, you shall lose your right of withdrawal/termination.
- c) The deadline for withdrawal shall expire on the 14. day following the day when you or the person appointed by you other than the carrier takes over the product.
- d) If you intend to exercise your right of withdrawal, you are obligated to send (for instance by post, facsimile or in a letter sent electronically) your unequivocal statement including your intention of withdrawal to the address indicated in this information, or you may use the sample of declaration of withdrawal that forms a part of the information in Annex 4.
- e) You exercise your right of withdrawal/termination within the deadline if you send your declaration of withdrawal/termination prior to the expiry of the abovementioned deadline.
- f) There is no code of conduct at the Service Provider as referred to in the legal act on the prohibition of unfair commercial practices in relation to consumers.

2.2. The legal effect of withdrawal/termination

- a) If you withdraw from this contract, we shall reimburse any and all consideration, including the fee of delivery (except for the additional costs which incurred due to the fact that you have selected a different delivery method than those cheapest offered by us), paid by you, without delay, but within 14 days from the delivery of your declaration of withdrawal at the latest. During the reimbursement, we shall use the payment method used by the original transaction unless you expressly give your consent to the use of another payment method; due to the use of



such reimbursement method, you shall have no additional charges to pay. We are entitled to retain the reimbursement until such a time that the product has been delivered to us or until you have certified that you have send the product back: from these two alternatives, the earlier date shall be taken into account.

- b) You are obligated to return or deliver the product within 14 days following the disclosure of your declaration of withdrawal to the Service Provider. The deadline shall be deemed met if you return the product within the deadline of 14 days.
- c) You shall pay the direct costs of the return of the product.
- d) You shall only be liable for any depreciation with respect to the product if it occurred due to the use beyond that required, by taking into account the nature, characteristics, and function of the product.



Annex 4

Consumer protection information on warranty for material defects and product warranty

- with respect to the ordering of the products –

The rights and obligations in this consumer protection information shall apply to you, if you have concluded a contract with the undertaking indicated herein, as consumer. Under Section 8:1, Subsection 1, Paragraph 3 of Act V of 2013 on the Civil Code (Civil Code), the consumer means “a natural person acting outside their profession, independent occupation or business activity”.

Warranty for material defects

In which cases may you exercise your right of warranty for material defects?

You may pursue your claim of warranty for material defects upon the defective performance of the Service Provider (hereinafter referred to as: undertaking), against the undertaking, as per the rules and regulations of the Civil Code.

What are your rights according to your claim of warranty for material defects?

As per your choice, you may pursue the following claims of warranty for material defects:

You may request repair or replacement, unless the performance of any of these claims selected by you is impossible, or it would mean a disproportionate additional cost to the undertaking as opposed to the performance of any other claim. If you have not or could not have requested repair or replacement, you may claim the pro rata reduction of the consideration or you may repair the defect yourself or have it repaired by another person at the cost of the undertaking, or, as a last resort, you may also withdraw from the contract.

You may also switch from your selected remedy for breach of warranty for material defects to another remedy, however, you shall pay the costs caused by the switch unless it was justified, or it was caused by the undertaking.

What is the statute of limitations for exercising your claims of warranty for material defects?

You are obligated to disclose the defects immediately after their detection but not later than within 2 months after such detection. Nonetheless, we shall also draw your attention to the fact that beyond the statute of limitations of two years following the performance of the contract, you may not pursue your claims of warranty for material defects. In case of used products, this deadline shall be indicated on the website next to the product, but the statute of limitations is at least one year.

Against whom may you pursue your claims of warranty for material defects?

You may pursue your claims of warranty for material defects against the undertaking.

What are the other terms and conditions for pursuing the claims of warranty for material defects?

Unless proven to the contrary, it shall be presumed that the defect detected within one year following the performance with respect to the product already existed at the time of performance, unless this presumption is incompatible with the nature of the product or the characteristics of the defect. This section shall also be applicable to products having digital elements. Nevertheless, following one year after the performance you are obligated to prove that the defect detected by you already existed at the time of performance.



The undertaking may refuse to bring the product into conformity, if the repair or replacement is impossible or if it would mean a disproportionate additional cost to the undertaking, by taking into account all the circumstances, including the value that the service would have in flawless condition, and the gravity of the breach of contract.

Corresponding to the gravity of the breach of contract, the consumer is entitled to request the pro rata reduction of the consideration or to terminate the sale and purchase contract even if:

- a) the undertaking has not performed repair or replacement, or if it performed repair or replacement but it has not fully or partly complied with the terms and conditions laid down in Section 13, Subsection 3 of the Government Decree 373/2021 (VI.30.), or if, under Section 1, it has refused to bring the product into conformity;
- b) there is a repeated defect in performance despite the fact that the undertaking sought to bring the product into conformity;
- c) the gravity of the defect in performance is such that it makes the reduction of the consideration or the immediate termination of the sale and purchase contract reasonable; or
- d) the undertaking has not undertaken to bring the service into conformity, or it is evident from the circumstances that it shall not bring it into conformity within a reasonable time or without causing significant harm to the consumer's interests.

Should the consumer wish to terminate the contract by referring to defective performance, the undertaking is obligated to prove that the defect in question is insignificant. The consumer, corresponding to the gravity of the breach of contract, is entitled to fully or partly retain the remainder of the purchase price until such a time that the undertaking complies with its obligations of contractual performance and those relating to defective performance. The reasonable time for the repair or replacement of the product shall be calculated from the date when the consumer has disclosed the defect to the undertaking. For the performance of repair or replacement, the consumer shall hand over the product to the undertaking.

The undertaking shall ensure the return of the replaced product at its own cost. Should the repair or replacement require the removal of any such product which were place into operation as per the nature and function of the products before the defects could have been detected, the obligation of repair and replacement includes the removal of the non-conforming product and placing the replaced or repaired product into operation or the bearing of the costs of removal and placing the product into operation.

The reduction of consideration is deemed proportionate if the amount thereof is equal to the difference of the amount owed to the consumer upon contractual performance and the value of the service actually provided to the consumer. The consumer's warranty right of termination of the sale and purchase contract may be exercised by their legal declaration relating to their decision of termination, addressed to the undertaking.

If the defective performance only affects specific parts of the products provided according to the sale and purchase contract, and with respect thereto the terms and conditions for exercising the right of termination are met, the consumer may only terminate the sale and purchase agreement with regard to the defected product, nonetheless, they may also terminate the agreement with respect to any other product acquired together with such a product if it may not be reasonably expected from the consumer to only keep the products that are in conformity with the contract.

If the consumer terminates the sale and purchase contract in its entirety or, according to the previous section, with respect to a part of the products provided by the sale and purchase contract, then

- a) the consumer shall return the product concerned to the undertaking at the cost of the undertaking; and



b) the undertaking shall immediately reimburse the paid purchase price with respect to the product concerned to the consumer, as long as it received the product of the certification supporting the fact that the product has been returned.

Product warranty

In which cases may you exercise your right of product warranty?

In case of the defects of movables (products), you may, as per your choice, pursue your claims deriving from warranty for material defects of product warranty.

What are your rights based on product warranty?

You may only request the repair or replacement of the defective product as a claim of product warranty.

In which cases does the product constitute defective?

The product is defective if it does not comply with the quality requirements applicable at the time of placing the product on the market, or if it does not have the characteristics indicated in the description provided by the producer.

What is the statute of limitations for pursuing the product warranty claims?

You may pursue your claims with respect to product warranty within two years after the product was placed on the market by the producer. The expiry of this time limit shall cause the forfeiture of rights.

Against whom may you pursue your claims of product warranty and what are the additional terms and conditions thereof?

You may only pursue your claims of product warranty against the producer or distributor of the movable. You shall prove the defect of the product when pursuing your claims of product warranty.

In which cases shall the producer (distributor) be exempted from their product warranty obligation?

The producer shall be exempted from the product warranty obligation if they prove that

- they have not produced or distributed the product within their business activities or independent professional activities, or
- the defect was not recognisable given the state of scientific or technical knowledge when the product was placed on the market, or
- the product's defect was caused by the application of a law or a mandatory authority provision.

For the exemption, the producer (distributor) shall only prove one reason.

Nevertheless, upon the successful pursuing of your claim of product warranty, you may pursue your claim of warranty for material defect with respect to the replaced product or the repaired part against the producer.

Sample of declaration of withdrawal

Sample declaration of withdrawal pursuant to Government Decree 45/2014 (II.26.)
(only to be filled out and sent back in case of intention of withdrawal)

Addressee:



Balloon-tracking System
www.balloon-tracking.eu

Undersigned I/we declare that I/we shall exercise my/our right of withdrawal with respect to the sale and purchase of the following product/s:

Date of conclusion of contract/date of delivery:

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s): (only to be filled out if the declaration is made on paper)