



**ELECTRONIC COMMERCE SERVICE
GENERAL TERMS AND CONDITIONS**

1. General data and contact details

1.1. Name and address of service provider

Magyar Posta Zártkörűen Működő Részvénytársaság

Registered office: 1138 Budapest, Dunavirág utca 2-6

Postal address: Budapest 1540

Trade register number: 01-10-042463 (incorporated by the Court of Justice, as the Court of Registry)

Tax identification number: 10901232-2-44

Commercial registration number: XIII/13650/2018/B

1.2. Contact details of central customer service

Contact details of Central Customer Service	Customer Service for private customers	Customer Service for business customers
Customer Service in person	1101 Budapest, Üllői út 114-116.	
Postal address	3512 Miskolc	
Telephone number	+36-1-767-8282	+36-1-767-8272 Thursday 5 p.m. to 8 p.m. on +36-1-767-8282
Fax number	+36 (46) 320-136	
E-mail	ugyfelszolgalat@posta.hu	uzleti.ugyfelszolgalat@posta.hu
Hours for phone and online service	Monday to Wednesday and Friday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m.	
Hours for customer service in person	Monday to Wednesday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m., Friday 8 a.m. to 4 p.m.	

Other contact details of customer service are given on the page [CUSTOMER SERVICE](#) on Magyar Posta's website.

1.3. Online contact

Address: WWW.POSTA.HU

1.4. Availability of the General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "GTC") are available under [GENERAL TERMS AND CONDITIONS](#) on Magyar Posta's website.

1.5. Intermediary service provider providing web hosting for Magyar Posta

1.5.1. Magyar Posta does not use an intermediary service provider offering external web hosting to provide the electronic commerce service. As the service provider indicated in point 1.1, Magyar Posta provides the web hosting service itself.

2. Introductory provisions

2.1. These GTC contain the legal terms and conditions for orders and purchases made on the website WWW.POSTA.HU operated by Posta, electronically ordering the chosen items in Hungarian or English on the online interface accessible in Hungarian and English (hereinafter referred to as the “**WEBSHOP**”) on the understanding that it is not possible to order products and services from the **WEBSHOP** to delivery addresses located in the European Union, outside Hungary.

Any issue not covered by these GTC is governed by the provisions of Act V of 2013 on the Hungarian Civil Code (hereinafter referred to as “Civil Code”), Act CVIII of 2001 on certain issues of e-commerce services as well as services related to information society (hereinafter referred to as “Electronic Commerce Act”) for purchases in webshops, Government Decree 45/2014 of 26 February 2014 on the detailed rules of agreements between consumers and businesses (hereinafter referred to as “Government Decree”), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as “General Data Protection Regulation”) as well as the provisions set forth in the general terms and conditions for the given product/service.

2.2. Based on the conditions specified in these GTC, the contract is concluded in a non-written form by the customer (hereinafter referred to as the “Customer”) on the “**WEBSHOP**”. The thus concluded contract is not registered separately, and is not deemed a contract made in written form, but can be retrieved later by the order number.

2.3. By registering, prior to confirming the order, the Customer states being aware of, and accepting to be bound by these GTC and the special rules and general terms and conditions applying to products/services sold via the electronic commerce service ([GTC FOR PHILATELIC SERVICES](#), [GTC FOR DISTRIBUTION SERVICES TO NEWSPAPER SUBSCRIBERS](#), [GENERAL TERMS AND CONDITIONS](#)).

2.4. Posta is entitled to unilaterally amend the GTC and the special rules and general terms and conditions’ applied regarding products/services sold via the electronic commerce service at any time without stating reasons and without previous notice with the proviso that the changes may not affect the orders currently being processed. Posta shall publish the amendment to the GTC at least 8 days before the changes enter into force, and post the notice about the change on its website, under [OTHER GENERAL TERMS AND CONDITIONS, PAGE 2](#).

2.5. The main features of the products and services offered in the **WEBSHOP** are stated in the description of each product/service.

2.6. Magyar Posta will treat the written information and visual representations appearing on the website with due care and exclude satisfying claims based on the reasons described in point 9.1.

3. Products and services that can be ordered via the electronic commerce service

3.1. Products and services that can be ordered are arranged in the **WEBSHOP** in the following product groups:

3.1.1. Chip-Card readers and tax forms (for special rules on ordering tax forms electronically, see ANNEX 1)

- 3.1.2. Stamp subscriptions
- 3.1.3. Philatelic products
- 3.1.4. Your Own Stamps
- 3.1.5. Coins and coin sets
- 3.1.6. Envelopes and Packing boxes
- 3.1.7. Prepaid postal products
- 3.1.8. Private letter-boxes
- 3.1.9. Newspaper subscription
- 3.1.10. -¹

4. Registration and log-in

- 4.1. To order through the [WEBSHOP](#), registration is required. For this an online form accessible on the MyPost page must be filled in. Posta reserves the right to refuse any request for registration if the user provided untrue or insufficient data on the registration form, or if the data or circumstances indicate that the purpose of registration is not the proper use of the website.
- 4.2. Posta is entitled to delete the registration in case of abuse, illegal behaviour or if an illegal act by the user is perceived while using the web page (browsing or ordering).
- 4.3. Registered users can log in by entering their user name and password set during registration either before or after compiling the contents of their basket² using the "LOGIN" function. After logging in, the User is free to change registered data and view previous orders. Users may request the deletion of their personal data provided in the course of registration via e-mail to Customer Service at ugyfelszolgalat@posta.hu, calling +36 (1) 767-8282, sending a letter to Magyar Posta Zrt. Ügyfélszolgálati Igazgatóság, H-3512 Miskolc, or sending a fax to +36 46/320-136 providing the identification data (family name, first name, user name, e-mail address, phone number). In case the User wishes to make another order after their data have been deleted, he or she must register again.
- 4.4. Registered Users may only make purchases and act on their own behalf, while for business organisations the duly authorised natural persons may make purchases and act on behalf of the organisation. Regarding the activity of any person acting without due entitlement or authorisation, the principle of Negotiorum gestio of the Civil Code shall apply.
- 4.5. In order to purchase any products/services the User must log in in every case.

¹ Repealed on 8 January 2020.

² Virtual basket, in which the Purchaser places the products she/he wishes to buy.

5. Orders, steps of contract conclusion

5.1. Placing an order of a basket (or cart) containing homogenous or heterogeneous products³ from the following list: tax forms, card readers, philatelic products, coins, coin sets, prepaid postal products, envelopes, packing boxes, letter boxes, newspaper subscription

- 5.1.1. The Customer can compile an order by placing the products into the cart. The process of ordering can be started by clicking the “ADD TO CART” button next to the product. In order to buy more than one of the same product, the Customer can enter the desired number of items next to the price of the product after placing the item in the basket.
- 5.1.2. Only items that are in stock in the [WEBSHOP](#) may be ordered. In case of low stock, an item may become unavailable as the order is being made. In such cases Posta shall contact the Customer without delay to inform that the item is out of stock and to suggest a substitute.
- 5.1.3. By clicking on the “Cart” button the actual content of the basket may be viewed, removed or changed. Placing the order can be started using the “Checkout” button.
- 5.1.4. The Customer can correct any errors of data input, remove items from the basket or change the quantity of items ordered at any stage of the ordering process.

5.2. Ordering stamp subscriptions

- 5.2.1. A stamp subscription cannot be ordered in the same basket together with other products. If the Customer wishes to order other types of product as well, a separate order must be placed.
- 5.2.2. After selecting the product/service, the Customer must set the desired parameters of the product/service he wishes to subscribe for, which can be the following:
 - 5.2.2.1. stamp or stamp on a cover,
 - 5.2.2.2. mint or cancelled.
- 5.2.3. Furthermore the frequency of delivery must be chosen. If the Customer chooses
 - 5.2.3.1. yearly delivery, the stamps will be delivered together at the end of the year in question;
 - 5.2.3.2. half-yearly delivery, the stamps will be delivered twice a year (in July and December);
 - 5.2.3.3. quarterly delivery, the stamps will be delivered four times a year (in April, July, October and December).
- 5.2.4. For Customers who order a stamp subscription, Posta guarantees that the number of items ordered will be delivered of the stamps to be issued during the year.
- 5.2.5. The fee for ordering the subscription is the selling price of the product/service ordered plus the full fee payable to Magyar Posta.
- 5.2.6. Only debit/credit cards may be used for payment.

³A basket with mixed items from different product groups.

5.3. Editing and ordering Your Own Stamp

5.3.1. The Customer may start an order for Your Own Stamps in the [WEBSHOP](#) by clicking the “Edit” button next to the Your Own Stamp products.

5.3.2. The process of editing and ordering Your Own Stamps consists of four main stages:

Stage 1 “Upload your photo”: In stage 1 the Customer can select and upload the photograph he wishes to appear on the label of Your Own Stamp by clicking the “Select” button. After the photo has been uploaded, the next stage can be reached by clicking “Go to edit”.

Stage 2 “Edit if required”: In stage 2 the Customer can replace the chosen stamp sheet, if necessary, and set the desired detail of the uploaded photo for the label of the stamp with the help of the navigation buttons next to the sample picture or using the free hand editing option. To move on, click the “Go to check” button.

Stage 3 “Preview”: In stage 3 the Customer can view the entire sheet of the edited Your Own Stamps. At this stage the Customer can edit further sheets of personalised stamps and move on by clicking the “ADD TO CART” button.

Stage 4 The Customer can specify the desired quantity of Your Own Stamp sheets in the basket and move on to provide the personal details required to place the order.

5.3.3. If the contents of the basket are heterogeneous, all the ordered products will appear in the basket.

5.4. Newspaper subscription

5.4.1 Newspaper subscription cannot be ordered in the same basket together with items from other products. If the Customer wishes to order other types of product as well, a separate order must be placed.

5.4.2 At Magyar Posta one can subscribe for

5.4.2.1 newspapers published in Hungary, - distributed by Posta countrywide -, to be delivered in Hungary and abroad.

5.4.2.2 -⁴

For a short overview of the newspapers available for order, visit our [WEBSHOP](#).

5.4.3 After selecting the newspaper, the Customer shall provide the following information: subscription period, number of copies, start of subscription, invoicing, delivery address and name(s). If the Customer already has a subscriber ID based on any former or existing subscription, the ID may be used in the order.

5.4.4 The Customer may define the start of subscription within the following deadlines.

5.4.4.1 With the exception of the provisions of Section 5.4.4.3 and the newspapers referred to in Section 5.4.4.5, the subscription will be executed from the first day of the subsequent month,

5.4.4.2 If the subscription is made on or before the 21st day of the month, the first day of the subsequent month can still be selected as the first day of its execution,

5.4.4.3 If the subscription is made after the 21st day of the month, the first day of the subsequent month cannot be chosen as the start day of execution, i.e., the subscription will start one month later,

⁴ Repealed on 1 November 2018.

- 5.4.4.4 Aside from the above, a later (even several months) date may also be selected as the start date of the subscription, providing that it is the first day of the month.
- 5.4.4.5 For newspapers that are published on 12 occasions a year or less, the above deadlines does not apply in the definition of the “Start date” of subscription in the order. In such cases, the “Start date” of subscription may be different from the first delivery date.
- 5.4.5 The subscription contract is established for an indefinite term based on the order for the service and the payment of the subscription fee(s) made only in compliance with Section 6.2.
- 5.4.6 The subscription fees are stated in HUF, based on which the invoice is issued to the Customer. Transfers shall be made in HUF. In the case of the reversal of the subscription fee, Magyar Posta shall also transfer the remaining subscription fee in HUF, and the possible conversion of this amount to a foreign currency shall be ensured by the Customer’s bank.
- 5.4.7 Posta delivers the ordered newspaper to the specified delivery address.
- 5.4.8 No further costs, incurred by Magyar Posta, other than the subscription fee - payable only in compliance with Section 6.2 - may be charged to the Customer in relation to the order and execution of the service. The Customer’s bank may charge other costs for settlement in a foreign currency.

5.4/A ⁻⁵

5.5. Selecting the delivery and payment method

- 5.5.1. The delivery and payment method must be selected on the website summarising the order. On this website the Customer has the option to add notes to the order. After entering the required information, the order can be finalised and sent.
- 5.5.2. The Customer must choose a delivery and payment method and accept the general terms and conditions for the product(s)/service(s) by ticking the appropriate checkbox in order to send the order.
- 5.5.3. Section 6 describes the payment methods, and section 7 describes the delivery methods and deadlines.

5.6. Order confirmation

- 5.6.1. The Customer receives confirmation both by e-mail and on the site for every order placed. The order will be confirmed within a few minutes of the order being placed. The confirmation contains the details of the order: the order number, the Customer’s particulars, the name, quantity and price of the product(s)/service(s) ordered, the chosen delivery and payment methods, and the total price of the order.
- 5.6.2 Posta is obliged to confirm the order within 48 hours. Should Posta fail to confirm the order within 48 hours, the Customer will be exempted from its obligation concluded from making an offer.

⁵ Repealed on 8 January 2020.

5.6.3 With the exception of the provisions of Section 5.6.4, the confirmation only verifies the placement of the order and not the fact that the product can be dispatched and is available. If the ordered product is not available, Magyar Posta will act as described in section 5.1.2.

5.6.4 Confirmation of a newspaper subscription order also means that Posta delivers the ordered newspapers to the delivery address as specified in the subscription/order.

6. Payment methods

6.1. Postal parcels with payment for goods - except for stamp subscriptions (Payment option on the site: "Cash on Delivery")

6.1.1. The Customer may choose to pay for the product/service ordered using the "Payment for goods" additional service available for postal parcels while completing the order form provided delivery is to a domestic address. In case of an international destination, payment can only be made online.

6.1.2. With the "Payment for goods" additional service available for postal parcels, the price of the ordered product/service and the fee payable to Magyar Posta must be paid on delivery.

6.1.3 The amount related to delivery after payment and the payment for goods may be paid

- a) upon delivery at the address in cash or by bank card payment transaction to a DELIVERY PERSON EQUIPPED WITH A POS TERMINAL or a MOBILE POST EQUIPPED WITH A POS TERMINAL;
- b) upon collection at a delivery point in cash and at workplaces stated in information available at postal service outlets by bank card payment transaction.

6.2. Online payment

6.2.1. Payment online is not made on Magyar Posta's website but – in accordance with detailed information accessible on the [WEBSHOP](#) site – on a site operated by the payment provider cooperating with Magyar Posta in order to ensure online payment in compliance with the rules and security regulations of international card companies.

6.2.2. During the transaction Posta can neither see nor access, by any means, the details of the debit/credit card or account including its number or date of expiry.

6.2.3. The payment page will perform the transaction and communicate its result to the [WEBSHOP](#), which advises the Customer of the result of the transaction.

7. Delivery methods and deadline, delivery charge

7.1. Collection at a postal service point (only with domestic delivery)

7.1.1. With the exception described in section 7.1.6, a postal service point may also be chosen as the delivery location for the ordered product.

7.1.2. Any postal service point may be chosen as the place of collection ([PERMANENT POSTAL SERVICE POINTS](#)).

- 7.1.3. Magyar Posta informs the Customer by e-mail on the day the product has been forwarded to the postal service point.
- 7.1.4. The product can be collected during the opening hours of the chosen postal service point.
- 7.1.5. The Customer must collect the ordered product within 10 working days following the item's arrival at the postal service outlet.
- 7.1.6. The Customer may only collect the ordered newspaper at a postal service outlet if a Post Office box is specified in the newspaper subscription order as the delivery address.

7.2. Delivery at an address

- 7.2.1. The Customer may request the ordered product to be delivered to any address in Hungary or, where the GTC permits, to a foreign address.
- 7.2.2. Magyar Posta will attempt the delivery of a mail item containing a product ordered to a delivery address in Hungary twice. If neither of the delivery attempts is successful, the Customer may collect the item at the postal service point marked on the notification within 10 working days following the second delivery attempt.
- 7.2.3. As regards a mail item containing a product ordered to a delivery address abroad, delivery is made or attempted based on the rules of delivery undertaken by the foreign postal service provider cooperating with Magyar Posta in the destination country. Further information on this is given in the COUNTRY GUIDE and the foreign postal service provider's general terms and conditions.

7.3. Delivery deadline

- 7.3.1. Delivery is made by post. The invoice as well as a Summary of the GTC in accordance with Appendix 4 of these GTC published on Magyar Posta's website⁶ will be sent together with the item to the given delivery address. The details given on registration will feature as the Customer's details on the invoice. Ordered products will be posted within 15 working days following the date of order for domestic deliveries and within 30 working days for deliveries abroad (with the exception of the provisions of Sections 7.3.2 and 7.3.3).
- 7.3.2. Information regarding delivery deadlines of stamp subscriptions and for Your Own Stamps can be found in the "[PHILATELY SERVICES GTC](#)"
- 7.3.3. Information regarding delivery deadlines of subscribed newspapers can be found in the [GTC FOR DISTRIBUTION SERVICES TO NEWSPAPER SUBSCRIBERS](#).

7.4. Delivery fees (HUF)

With the exception of card readers and tax forms, a delivery fee is charged per order for the products delivered to address within the country and postal service points.

The service charge is subject to 27% VAT.

Delivery method	net (HUF)	gross (HUF)
Delivery to Postal service point within Hungary	669	850
Delivery within Hungary	827	1 050

⁶Based on the information obligation stated in Government Decree.

Priority delivery to Europe (per occasion)	1 575	2 000
Priority delivery to outside Europe (per occasion)	1 969	2 500
“Stamp subscription” delivery within Hungary, per delivery	354	450

In the case of newspapers ordered in a newspaper subscription, point 5.4.8 shall apply.

8. Price, delivery, warranty, cancellation

8.1. Tax forms, card readers, philatelic products, your own stamps, coins, coin sets, prepaid postal products, envelopes, packing boxes, letter boxes, newspaper subscription

8.1.1. Customers can order products against the payment of both the purchase price of the product/service and the charge for the postal service offered for delivery if applicable.

8.1.2. The price indicated next to the product/service in the [WEBSHOP](#) is the sales price of the product/service, which includes VAT if the product is subject to value added tax, but does not include the charge for the postal service offered for delivery if applicable. The system automatically calculates a service charge of HUF 0 for product groups on which Magyar Posta makes no extra charge for the delivery. The sales price is valid at the given moment, and for products/services on special offer for the period of time advertised on the web page, and is only finalised after Magyar Posta has sent confirmation following an order being placed as described in section 5.6.

8.1.3. For some products/services (e.g. Your Own Stamps) there is a discount over a certain quantity, which will be automatically deducted from the selling price for the given quantity by the system.

8.1.4. If there is a price change, for orders placed before the change comes into effect the previous selling price (confirmed to the Customer) will be charged.

8.1.5. If the contents of the basket are mixed, the ordered goods will be invoiced and delivered separately for each product group (section 3).

8.1.6. After the order is forwarded, the Customer deemed consumer⁷ as defined by the Civil Code (hereinafter referred to as a Customer as the Consumer) may cancel the contract or, if the performance of the service based on the order has already begun, may terminate the contract without any obligation to state a reason, any time from the date of forwarding the order but not later than

8.1.6.1. 14 days of receiving the ordered product by the Customer or by a third party designated by the Customer if the item ordered was a product,

8.1.6.2. and 14 days of the date of entering into a contract if the item ordered was a service.

8.1.7. The Customer as the Consumer may indicate an intention to cancel the contract to Magyar Posta as follows – but taking account of the provisions set forth in section 8.1.9 as well:

⁷ Consumers as defined in point 3 of paragraph (1) of Section 8:1 of the Civil Code are natural persons acting beyond their profession, their independent employment or business activity.

- 8.1.7.1. prior to receiving the ordered goods, informing customer service of the cancellation of the order in writing (by post, fax or e-mail) or verbally (in person, by phone),
- 8.1.7.2. by refusing to accept the ordered product at the time of its delivery,
- 8.1.7.3. by informing customer service in person, in writing ([DECLARATION OF CANCELLATION](#) described in Appendix no. 1 of these GTC published on Magyar Posta's website, by post, fax or e-mail) or verbally (by phone) by the 24th hour of the 14th day following the day the product was received (or the date of entering into a contract in the case of a contract to provide a service), and posting the product(s), which was (were) ordered but returned due to cancellation, and as far as possible together with the invoice to customer service within 14 days of communicating the cancellation of the contract, or handing over them in any other verifiable manner. The Customer is responsible for the payment of returning the product and for confirming that the declaration of cancellation has been made in due time. In case of cancellation, no further costs will be borne by the Customer apart from the costs of returning.
- 8.1.7.4 If the Customer returns a product to Magyar Posta by post as described in section 8.1.7.3 due to cancellation, the mail item thus returned may not be a postal parcel sent with the "Payment for Goods" additional service.
- 8.1.8. If the price of the ordered product/service (including the costs of delivery) has been paid by the Customer as the Consumer, Magyar Posta will refund the amount to the Customer as the Consumer immediately, but within no later than 14 days of learning about the cancellation. The refund may be withheld as long as the Customer as the Consumer has returned the product, or (if it occurs earlier) has proven the return thereof without any doubt.
- 8.1.9. With Your Own Stamp orders there is no cancellation option according to the Government Decree as this is a custom product, the production of which has been carried out upon the explicit request of Customer as consumer. With newspaper subscription if delivery has already been started based on the Customer's order, the Customer is only entitled to a pro rata subscription fee, prevailing for the outstanding subscription period.
- 8.1.10. In case of ordering other products or services the Customer can exercise the right of cancellation according to the provisions set forth in section 8.1.6 to 8.1.7, but is responsible for any depreciation, which may arise from the use exceeding the use necessary for the identification of the nature, features and operation of the product. Posta reserves the right to determine the price of the depreciation, which may arise from the use beyond this.
- 8.1.11. Warranty, guarantee
With regard to the ordered products and services, Magyar Posta renders warranty according to the rules of the Civil Code and guarantee provided that the statutory conditions prevail (the period of guarantee applicable to card readers is given in ANNEX 3). For further details of the conditions thereof see [WARRANTY SPECIMEN INFORMATION](#) in Appendix no. 3 of these GTC published on Magyar Posta's website. In case of faulty performance (failure in quality) the Customer is obliged to inform Magyar Posta in a complaint at the customer service contact details given in point 1.2 without delay after detection of the failure – within two months in case of Customers as the Consumers – by indicating the data required for the [RECORD](#) provided in Appendix no. 2 of these GTC published on Magyar Posta's website. The Customer is responsible for any damage arising from the delay of the said information.

8.1.11.1.⁸

8.1.11.2.⁹

8.1.11.3.¹⁰

9. Exclusion of liability

9.1. In the case of making purchases through the [WEBSHOP](#) it is assumed that the Customer is aware and accepts the possibilities and restrictions offered by the Internet. The user or the Customer notes that she or he must assess the potential risks related to browsing and purchasing, and must also ensure the safe use of her or his computer and the protection of the data stored on it. Posta is not liable for damage caused by force majeure or other events beyond its control including, but not limited to damage arising from or caused by:

- a) the use of the website or the interruption of service,
- b) changes to data by any person,
- c) a delay in forwarding information,
- d) viruses,
- e) a software fault or an error in the Internet network, or other technical defect,
- f) a fault in the line or system.

9.2. At the WWW.POSTA.HU website it is possible to access other websites through links. By navigating to these, the user can access pages maintained by other service providers where Magyar Posta has no influence over the handling of personal data and bears no liability whatsoever for the information and data published on the related pages.

10. Data protection

10.1. Customers must give their personal particulars during purchase (compulsory details: password, name, e-mail address, phone number, delivery and invoicing address), which are treated by Posta in order to create the contract for the performance of the order, to define, to amend and to monitor the contents of the contract, to invoice the charges originating therefrom, as well as to enforce the claims related thereto. Furthermore, Posta will use the data of the time, duration and place of the order for the purpose of the invoicing of the charges. If Posta intends to use the personal details for a different purpose, it will clearly advise the Customer thereof and will request the Customers' prior express consent to do this. Magyar Posta will process personal data it has acquired acting as a data controller observing the provisions of the General Data Protection Regulation.

10.2. Magyar Posta's privacy statement and information on data processing is available on the page [PRIVACY STATEMENT](#).

10.3. ⁻¹¹

10.4. ⁻¹³

In case an objection is submitted against the handling of the data, Posta will examine the objection within the shortest possible time of the submission of the objection, but not later

⁸ Repealed on 21 November 2015

⁹ Repealed on 21 November 2015

¹⁰ Repealed on 21 November 2015

¹¹ Repealed on 25 May 2018.

than within 15 days, it will decide on the justifiability thereof, and will inform the Customer in writing regarding its decision.

10.5 Posta does not enforce any sanctions against Customers who refuse non-obligatory data supply.

10.6 - ¹³

11. Copyright

The content of the website, in whole or in part, may only be used, printed, reproduced, published, disseminated, stored, transferred or used in any way for public or commercial purposes beyond the scope and purposes of fair personal use with Posta's prior written permission.

12. Complaints, objections

12.1 The Customer can lodge any comments, complaints to the order made on the Internet or to invoices at the contact details listed in section 1.2 of customer service, and by entering a comment into the Complaints Book at the postal service point selected as the place for making complaints.

12.2 Magyar Posta investigates complaints and objections, and informs the Customer of the result of the investigation in writing within 30 days of the report being made.

12.3 For further details of complaint handling, see [CUSTOMER SERVICE](#) and [COMPLAINT COMPENSATION](#) published at the website of the Posta.

12.4 If the Customer as the Consumer in accordance with Act CLV of 1997 on consumer protection¹² (hereinafter referred to as the CP Act) does not accept the answer given to the complaint or objection, or Magyar Posta does not reply to the complaint or objection within the deadline set for answering, the Customer may turn to the [GOVERNMENT OFFICE WITH COMPETENCE](#) for the User's place of residence or stay with regard to the complaint or objection.

In order to provide for the out of court settlement of any disputed matter arising in relation to the complaint or objection, the Customer as the Consumer pursuant to the rules of the CP Act applying to conciliatory councils¹³ may also turn to the [CONCILIATORY COUNCIL](#) with competence for the User's place of residence or stay. The address of the locally competent Budapest Conciliatory Council according to the seat of Magyar Posta is 1016 Budapest, Krisztina krt. 99.

12.5. Customers as Consumers may also submit their complaints through the EU online dispute settlement platform with the exceptions given in the CP Act.

[HTTPS://WEBGATE.EC.EUROPA.EU/ODR/MAIN/INDEX.CFM?EVENT=MAIN.HOME.SHOW&LNG=HU](https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=hu)

¹²In accordance with Section 2 point a) of Act CLV of 1997, a consumer is a natural person acting for purposes falling outside his or her profession, individual occupation or business activity who purchase, order, receive or use goods, or is the addressee of commercial communication or commercial offers related to the goods.

¹³ In the application of rules pertaining to conciliatory councils, apart from the above, a consumer may also constitute a non-governmental organization, ecclesiastical legal entity, condominium, housing cooperative, or micro, small or medium-sized enterprise acting for purposes falling outside its profession, individual occupation or business activity who or which purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods.

Reference number: **RECORD**
on handling consumer quality complaints



According to Decree 19/2014 of 29 April 2014 of the Minister for National Economy on the tre
 guarantee claims for articles sold in the framework of a contract between consumers and businesses

Name of consumer/purchaser:			
Postal address of consumer/purchaser:			
Identification data and description of consumer article:			
Purchase price of consumer article:			
Serial number of invoice:			
Place and date of purchase:			
Date of failure reporting:			
Description of failure:			
Claim the consumer/purchaser wishes to assert (mark with an X)*:			
Repair:	Replacement:	Discount:	Cancellation:
Method for the settlement of the complaint:			
If the method for the settlement is different from the consumer/purchaser's claim, the reason therefor:			
<i>If, at the time the complaint is lodged, the business cannot declare about the claim submitted by the consumer, it must give a notice to the consumer about its position within 5 working days, and in case the claim is rejected, about the reasons therefor and about the option of application to a conciliatory body.</i>			
If the complaint is rejected, the reasons therefor:			
The time, at which the consumer/purchaser may collect the product:			

In case of consumer disputes, the consumer may request the proceedings before the conciliatory body attached to the county (metropolitan) chambers of trade and industry. The conciliatory body having competence based on the consumer's home address or place of residence shall conduct the procedure. In the absence of a home address or place of residence in the country, the jurisdiction of the conciliatory body is established according to the registered office of the business or the body authorised to represent it in the consumer dispute. The contact details of these bodies can be found at www.bekeltetes.hu.

Magyar Posta Zrt. processes the personal data recorded in the Record in accordance with the provisions of the Civil Code and Decree 19/2014 of 29 April 2014 of the Minister for National Economy for the purpose of enforcing the warranty/guarantee claim and handling the quality complaint.

I, the undersigned consumer/purchaser, hereby declare that I have on this day received a copy of this Record.

I, the undersigned distributor have accepted the consumer article referred to above, for the purpose of further action:

.....DayMonthYear

.....
 Consumer/purchaser

.....
 Distributor

According to Section 6:159 (2) and (2a) and Section 6:173 (2) of the Hungarian Civil Code and pursuant to Government Decree 373/2021 of 30 June, the consumer can, on the basis of a claim for warranty and guarantee, choose from the following options:

firstly, he/she can claim repair or replacement, unless the fulfilment of the selected right for warranty is impossible, or if it would result in disproportionate extra charges – in comparison to the fulfilment of any other claim for warranty – for the business, by taking account of the value represented by the service in a faultless condition, the weight of contract violation and the prejudice to interest caused to the claimant by the fulfilment of the right for warranty, or

secondly, he/she can claim a proportionate reduction of the countervalue, or he/she can withdraw from the contract, especially if the business has not agreed with the repair or the replacement, it cannot meet this obligation within due time, by protecting the interests of the consumer, or if the consumer has no more interest in the repair or the replacement. No cancellation is possible for any insignificant failures.

The manner in which I have requested to settle the quality defective product referenced in the above record has been duly followed. I have received the product or its countervalue in full:

..... day month 20.... year

.....
 Signature of consumer/purchaser

Privacy Notice

1. Who is the data processor?

Magyar Posta Zrt. (Registered office: 1138 Budapest, Dunavirág utca 2-6, Company reg. no.: 01-10-042463; Tax number: 10901232-2-44). Contact details of the data protection officer: adatvedelem@posta.hu

2. What type of data do we process?

Magyar Posta Zrt. processes the data indicated in the Record, which it collects directly from you.

3. What authorises Magyar Posta to process data?

- The processing of data is necessary for the enforcement of the provisions of Sections 6:168 to 6:173 of Act V of 2013 on the Civil Code,
- and for the fulfilment of the legal obligations provided for in Decree 19/2014 of 29 April 2014 of the Minister for National Economy on the treatment of warranty and guarantee claims for articles sold in the framework of a contract between consumers and businesses [hereinafter: 'Decree of the Minister for National Economy']. [Article 6 (1) c) of the General Data Protection Regulation (EU) 2016/679]

4. For what purpose does Magyar Posta process data?

We process your data so that we can manage and settle your warranty/guarantee claims, quality complaints and contact you in this regard.

5. How long is your data processed?

Your data will be kept for a period of three (3) years from the date of the Record. [Section 4 (6) of the Decree of the Minister for National Economy] If data processing becomes necessary due to the establishment, exercise or defence of any legal claim (e.g. court proceedings), Magyar Posta processes the data, after the expiry of the 3 years, for the period necessary for the establishment, exercise or defence of the legal claims.

6. Who can have access to your data?

Your personal data may be disclosed to the employees of Magyar Posta Zrt. who prepare the records and handle your warranty/guarantee claims and quality complaints, and the customer service staff. There are special units dedicated to regularly checking Magyar Posta Zrt's internal operations and the compliance of its activities with regulations, thus the staff engaged in such controls (operations inspectors, internal auditors, security and protection staff, data protection officers) have access to these data provided this is essential for carrying out their duties.

In addition, the data contained in the Record may also be accessed by the supervisory authority pursuant to Section 4 of the Decree of the Minister for National Economy.

The data may also be accessed by organisations and persons authorised to do so by law in specific proceedings, such as law enforcement authorities (e.g. police, disaster management), prosecutors, courts, to the degree and to the extent strictly necessary and appropriate for the purpose of complying with their request or legal obligation.

7. Who do we share your data with (processors and other recipients)?

Magyar Posta Zrt. does not employ a data processor for processing data.

Magyar Posta destroys paper-based data upon the expiry of the retention period in compliance with the prescribed data protection requirements.

8. What are your rights?

You may exercise your rights concerning the processing of your data at any time, without restriction and free of charge, by submitting a request to the following contact details:

- Customer Service Directorate 3512 Miskolc, and
- via e-mail to ugyfelszolgalat@posta.hu, or
- on the +36-1/767-8282 phone number,
- directly at the postal outlet.

Magyar Posta Zrt. shall respond to your request without any undue delay, or by no later than within 1 month of the submission of the request. If the request is very complex or a large number of requests have been submitted, then Magyar Posta Zrt. is entitled to extend the deadline by an additional 2 months, but you shall be informed of this fact within 1 month.

If for any reason we are unable to fulfil your request, we will likewise inform you of the reasons for this within 1 month of the submission of the request.

For unfounded or repetitive or excessive requests referring to the same data we may calculate a performance fee or reject the request.

a. Requesting information (access)

Magyar Posta Zrt., upon a request for information on the processing of your data, provides you with the data processed and communicates all requested information relating to data processing, if so required, in writing. If your request does not specify the exact type of data you are interested in, we will provide information about the following:

- the purposes for which your data is processed,
- the types of data being processed,

- the persons we have disclosed or will disclose the data to,
- the duration of storing data,
- your rights exercisable in relation to the processing,
- the source of data,

b. Requesting the rectification (change) of the data

You may request that your data be rectified. This means that if the your data that Magyar Posta Zrt. processes are erroneous or untrue, you may request that they be changed for correct, true data. You must support the authenticity of the new data and verify that you are entitled to request the change. Only in this way can Magyar Posta Zrt. assess whether the new data are true and, if they are, whether the old data can be amended.

If it is unclear whether the data processed are correct or accurate, Magyar Posta Zrt. will not rectify the data, only restrict their processing until the correctness and accuracy of the data is established.

In the case of incomplete records, we also supplement the data we keep on you at your request if your data is necessary for the activity for which we use it.

c. Restriction of processing

You may request Magyar Posta Zrt. to restrict the processing of your data. In this case your data will not be used by us, only stored. We restrict the processing of your data if you

- contest the accuracy of data processed by us but the accuracy of your data still needs to be verified,
- object to the erasure of your data, and request their storage,
- request that your data is stored, as you intend to initiate a legal claim with them.

d. Requesting erasure of the data, objecting to the processing and requesting data portability

Given the fact that Magyar Posta Zrt. is obliged to process the data indicated in the Record on the basis of the Decree of the Minister for National Economy, you do not have the right to object, erasure or data portability.

9. Where can you turn to protect your rights?

We recommend that you first contact Magyar Posta Zrt with your complaint via the contact details provided in Section 8, in order for us to be able to address it. You can also turn to the National Authority for Data Protection and Freedom of Information (address: 1055 Budapest, Falk Miksa utca 9-11, postal address: 1363 Budapest, P. O. Box.: 9, e-mail: ugyfelszolgalat@naih.hu. website: naih.hu) or to the competent court according to your permanent or temporary residence.

INFORMATION ON GUARANTEE AND WARRANTY

1. Warranty (for quality and products)

1.1. Warranty of quality

1) The performance by Posta is faulty, if at the time of the performance the service does not meet the qualitative requirements set forth in the contract or by law.

Magyar Posta performs contractually, if the Purchaser knew of the defect at the time of the execution of the contract, or if the Purchaser must have known the defect at the time of the execution of the contract, and if the service constituting the subject of the contract

- a) corresponds to the description, quantity, quality and type specified in the contract;
- b) has the characteristics required by the contract (functionality, compatibility);
- c) is suitable for the purpose which Magyar Posta brought to the attention of the Purchaser as consumer at the latest at the time of purchase;
- d) has all its accessories and instructions.

2) For products purchased by a Purchaser as consumer it must be assumed that within one year of the receipt the defect detected by the Purchaser was existing already at the time of performance, unless this assumption is incompatible with the nature of the product or with the type of the defect. If a defect occurs in the product within 1 year of its receipt, in the absence of proof to the contrary, it must be assumed that the defect detected already existed at the time of performance, unless this presumption is incompatible with the nature of the goods or the nature of the defect.

3) Posta is liable for the defective performance by way of warranty of quality. The right of the Purchaser as consumer for warranty of quality becomes void in two years of the time of performance, and such right of any other Purchaser (e.g.: company, other legal entity) becomes void in one year of the time of performance. If the subject matter of the contract concluded with the Purchaser as the consumer is a thing under use, then the term of limitation is one year. The Purchaser may exercise his/her rights for warranty of quality against any claim arising from the same contract, even if the right for warranty of quality has become void.

4) By virtue of his/her right for warranty of quality the Purchaser may opt for:

- a) repair or replacement, unless
 - aa) the fulfilment of the selected right for warranty is impossible, or
 - ab) it would result in disproportionate extra charges – compared to the fulfilment of another claim for warranty – for Posta, by taking account of

- aba) the value of the service as represented in a condition without any defect;
 - abb) the weight of the violation of contract;
 - abc) the prejudice to interest caused for the Purchaser by the enforcement of the right for warranty;
- b) he/she may claim a proportionate reduction of the counter-service, he/she, with the exception of the Purchaser as consumer, can repair the defect by himself/herself or get it repaired by a third party at the expense of Magyar Posta, or he/she can withdraw from the contract – apart from insignificant defects, if
- ba) Magyar Posta did not accept the repair or replacement, or in the case of a Purchaser as consumer, if he/she has performed the repair or replacement by has not fulfilled, in whole or in part, the conditions set out in Section 13 (3) of Government Decree 373/2021 (30 June), or refused to make the goods conform to the contract (repair, replacement), or it is clear from the circumstances that it will not repair or replace the goods within a reasonable deadline or without a significant detriment to the Purchaser as consumer;
 - bb) it cannot meet its obligation for repair or replacement in due time by protecting the Purchaser's interests;
 - bc) the Purchaser has no interest any more for repair or replacement;
 - bd) in the case of a Purchaser as consumer, repeated defects in performance occurred, despite Magyar Posta's attempts to bring the goods into conformity with the contract;
 - be) in the case of a Purchaser as consumer, the defect in performance is of such gravity that it justifies an immediate price reduction or the immediate termination of the sale and purchase contract.
- 5) The Purchaser may choose another right for warranty instead of the right he/she has selected. The expenses incurred by the said change of right must be paid by the Purchaser for Posta, unless a reason for the change was given by Posta, or the change was otherwise justified.
- 6) The Purchaser is obliged to report the defect to Posta without delay after the detection of the defect. Defects, which are reported by the Purchaser as consumer within two months of the detection of the defect, will be regarded as reported without delay by Posta. The Purchaser is responsible for any damage arising from delayed reporting.
- 7) The expenses related to the fulfilment of the obligation for warranty must be borne by Posta. If, however, a failure of the obligation for maintenance due to the Purchaser has also contributed to the deficiency of the thing, the expenses incurred by the fulfilment of the

warranty obligation must be borne by the Purchaser in proportion to his/her contribution, provided he/she has had the knowledge for the maintenance of the thing, or Posta has met its obligation for information in this regard.

1.2. Product warranty

- 1) The provisions of this Section shall apply only in the case of products ordered by a Purchaser as consumer (movable property), in the context of a consumer contract (contract between the Purchaser as consumer and Magyar Posta).
- 2) For the defect of any product sold by Magyar Posta for a Purchaser as consumer the Purchaser as consumer may claim the repair of the defect of the product, or – if the repair is not possible in due time, without prejudice to the interests of the Purchaser as the consumer – the replacement of the product from the Manufacturer (whereby the Manufacturer is the producer of the product, the importer and the person claiming to be the Manufacturer). The Manufacturer is liable for the product warranty for two years of the date, on which it begins with the distribution of the product. The expiry of the said term involves the loss of right.
- 3) The product has a defect, if
 - a) it does not meet the quality requirements for the product currently in effect at the time of distribution by the Manufacturer;
 - b) or it does not have the features, which are listed in the description provided by the Manufacturer.
- 4) The Manufacturer will be exempted from the obligation for product warranty, if it proves, that
 - a) it has manufactured or distributed the product other than within its business activity or independent employment;
 - b) at the time of the distribution of the product the defect was not recognizable according to the state of the art technology; or
 - c) the defect of the product has been brought about by the application of the law or any obligatory official regulation.
- 5) The manufacturer is liable for the warranty of quality in case of replacement for the replaced product, and in case of repair for the part of the product affected by repair. The Purchaser as consumer, is obliged to report the defect to the Manufacturer without delay after the detection of the defect, within 2 months of the detection of the defect.
- 6) For the enforcement of the claim for warranty lodged by the Purchaser as consumer the execution of the contract must be deemed proven, if the document for the proof of the payment of the price – the invoice or acknowledgement of receipt to be issued according to the act about value added tax – is presented by the Purchaser as consumer.

7) Magyar Posta draws up a record about the claim of the Purchaser as consumer for warranty, and makes available a copy thereof to the Purchaser as consumer.

2. Guarantee

1) In the case of a Purchaser as consumer, in accordance with Government Decree 151/2003 (22 September) on compulsory guarantee for certain consumer durables, the guarantee period for consumer durables defined in the Annex to the Government Decree is

- a) 1 year for articles with a sales price between HUF 10,000 and HUF 100,0000;
- b) 2 years for articles with a sales price between HUF 100,000 and HUF 250,000;
- c) 3 years for articles with a sales price exceeding HUF 250,000.

The guarantee period starts on the day of delivery of the product to the Purchaser as consumer.

2) With regard to any other issue, the guarantee claims are governed by the rules pertaining to claims for warranty for quality.

3) To enforce the guarantee claim, you must present the product, the duly completed guarantee vouchers or, failing this, proof of payment (invoice or receipt issued under the VAT Act). Guarantee vouchers lost or not delivered by the Distributor can only be replaced based on proof of purchase (or other proof of conclusion of a contract). Any correction, deletion, overwriting or entry of false data on the guarantee voucher attributable to the Purchaser as consumer may result in the guarantee voucher becoming invalid.

4) Magyar Posta draws up a record about the claim of the Purchaser as consumer for guarantee, and makes available a copy thereof to the Purchaser as consumer.

5) If the Purchaser as consumer claims a replacement within 3 working days from the date of purchase (commissioning) due to a defect in the product, Magyar Posta may not claim disproportionate additional costs, but is obliged to replace the product, provided that the defect prevents ordinary use.

6) Any repair or replacement shall be completed within a reasonable deadline and without prejudice to the interests of the rightholder. Magyar Posta shall aim to perform the repair within a maximum of 15 days. If, at the first repair of the product, the repair service finds that the product cannot be repaired, the product must be replaced or the purchase price refunded within 8 days.

7) If the product becomes defective again after being repaired three times during the guarantee period, Magyar Posta is obliged to replace the product within 8 days, unless otherwise agreed by the Purchaser as consumer (discount, repair). If the replacement of the product is not possible, Magyar Posta is obliged to refund the purchase price indicated on

the proof of payment (invoice or receipt) presented by the Purchaser as consumer to the Purchaser as consumer within 8 days.

8) If Magyar Posta is unable to repair the product accepted for repair within 15 days, it must notify the Purchaser as consumer of the expected time required for the repair by the 15th day. If the period extended in this way exceeds 30 days, Magyar Posta shall replace the product within 8 days of the 30th day. If the replacement of the consumer article is not possible, Magyar Posta shall refund the purchase price indicated on the proof of payment of the purchase price of the consumer article presented by the Purchaser as consumer, the invoice or receipt issued under the VAT Act, to the Purchaser as consumer within eight days of the expiry of the thirty-day repair period without result. Only new parts may be installed in the product during the repair.

9) Fixed consumer articles or consumer articles weighing more than 10 kg or which cannot be transported as hand luggage on public transport must be repaired at the place of operation.

10) After the detection of the defect, the Purchaser as consumer is obliged to communicate his/her objection to Magyar Posta within the shortest possible time. Defects, which are reported within two months of the detection of the defect shall be regarded as reported in due time. The Purchaser as consumer is responsible for any damage arising from delayed reporting.

11) The part of the repair period during which the Purchaser cannot use the product for its ordinary use does not count towards the guarantee period. The guarantee period starts again if the product is replaced or repaired. The guarantee does not affect the statutory rights of the Purchaser as consumer, in particular the rights to warranty of quality, product warranty and compensation.

12) During the guarantee period, Magyar Posta shall be exempt from liability only if it can prove that the event causing the defect occurred after the performance of its service. Magyar Posta shall record the objection of the Purchaser as consumer, a copy of which shall be given to the Purchaser as consumer. If Magyar Posta is not in a position to declare whether the claim of the Purchaser as consumer can be met at the time of notification, it must notify the Purchaser as consumer of its position within 5 working days at the latest.

13) If the quality complaint of the Purchaser as consumer regarding the guarantee is not settled by Magyar Posta in accordance with the claim of the Purchaser as consumer, the Purchaser as consumer shall also be entitled to initiate a procedure of the conciliatory body operated by the county (metropolitan) chambers of trade and industry competent according to the place of residence of the Purchaser as consumer.

14) At the time of sale of the product, Magyar Posta is obliged to match the product and serial number of the device on the guarantee voucher, to certify it, indicating the date of purchase, and to hand it over to the Purchaser as consumer.