

GENERAL TERMS AND CONDITIONS FOR PHILATELY SERVICES

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1. General data, contact details

1) Name and address of service provider

Name: Magyar Posta Zártkörűen Működő Részvénytársaság
Registered office: 1138 Budapest, Dunavirág utca 2-6
Postal address: 1540 Budapest
Company registration number: 01-10-042463
Tax number: 10901232-4-44
Group identification number: 17784083-5-44

2) Contact details of the Central Customer Service

	Customer Service for private customers	Customer Service for business customers
Customer Service in person	1062 Budapest, Teréz körút 51-53.	
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 customer service by phone	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 7 a.m. to 7 p.m., Tuesday to Friday 8 a.m. to 4 p.m.	

Other Customer Service contact details are given on the Customer Service webpage.

3) Online contact: www.posta.hu/international_main

4) Access to the General Terms and Conditions

The General Terms and Conditions relating to the use of services (hereinafter referred to as “the GTC”) are available on the website of Magyar Posta Zrt. (hereinafter referred to as “Magyar Posta”) (General Terms and Conditions).

5) All the forms referred to in these GTC for ordering philately services can be downloaded from Magyar Posta’s website.

2. INTRODUCTORY PROVISIONS

1) Magyar Posta provides philately services based on these GTC.

2) These GTC contain the general provisions governing the use of the philately services provided by Magyar Posta and, unless otherwise provided for in a separate written contract, the rights and obligations arising from the legal relationship between the contracting parties in the course of using the services.

3) The personal scope of these GTC applies to Magyar Posta and to all natural persons and entities using the philately services provided by Magyar Posta (hereinafter referred to as “the Customer”).

4) By using the service, Customers declare that they are aware of, agree to be bound by, and accept the provisions of these GTC. The Customer may use the service in accordance with the terms and conditions set out in these GTC. In matters not regulated in the GTC, the provisions of the relevant legislation, in particular Act V of 2013 on the Civil Code (hereinafter referred to as “the Civil Code”), in the case of orders placed by consumers Government Decree 45/2014 of 26 February 2014 on the detailed rules of contracts between consumers and businesses (hereinafter referred to as “the Government Decree”), and Act CLV of 1997 on consumer protection (hereinafter referred to as “the Consumer Protection Act”), will apply accordingly.

5) Within the framework of the philately services provided to Customers under these GTC, Magyar Posta will

a) ensure the receipt of orders;
b) charge and bill subscription and service fees;
c) register subscriptions and keep data up to date (name and address changes);
d) produce special postmarks and personalised stamps;
e) deliver mail items containing philatelic products, and
f) handle complaints.

6) Magyar Posta will process the personal data it becomes aware of as data controller in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation). Magyar Posta’s data processing and privacy policy can be found on the Privacy Notice page.

7) Magyar Posta will announce any amendment to these GTC at least 8 days prior to the amendment entering into force, giving notice of the amendment on its website.

8) Services offered by Magyar Posta within the framework of electronic commerce and their detailed conditions of use are set out in the Webshop GTC on the use of electronic services published on Magyar Posta’s website.

3. PHILATELY SERVICES

1) Magyar Posta provides the following philately services under these GTC:

a) Stamp subscription service
b) Orders from the stamp catalogue
c) Special postmark and cancellation
d) Personalised stamps (Your Own Stamp)

2) Unless otherwise provided for in these GTC, philately services are not offered at postal service outlets operated by Post Partners.

3) Magyar Posta provides the option of using the philately services described in paragraph 1) to customers as follows:

a) via the Webshop for any Customer with a delivery address in Hungary or abroad in the territory of any country outside the European Union (EU) member states,
b) by completing and signing the appropriate form and sending it by post to Magyar Posta's Philately Centre (Magyar Posta Zrt. Filatéliai Központ, 1560 Budapest) or by e-mail to philately@posta.hu for Customers who are taxable persons under Directive 2006/112/EC with any delivery address,
c) by completing and signing the appropriate form and sending it to Magyar Posta's Philately Centre (Magyar Posta Zrt. Filatéliai Központ,1560 Budapest) as a mail item posted in Hungary for any Customer with a delivery address in Hungary or abroad in the territory of any country outside the European Union (EU) member states,
d) by completing and signing the appropriate form and sending it by e-mail for any Customer with a delivery address in Hungary.

4) In addition to the options of use given in paragraph 3), additional options are available to Customers for certain products and services as set out in these GTC.

3.1. Stamp subscription service

3.1.1. Description of the stamp subscription service

1) Under the service, Magyar Posta will, after the payment of a set amount in advance, supply the new postage stamps and other postal items of value for the given year in the sequence they are issued in, according to the order of dispatch chosen by the Customer on the Subscription Form for Postage Stamps.

2) The product groups specified on the Subscription Form for Postage Stamps may be subscribed to.

3) The subscription contains the stamps and philatelic products included in the published stamp issuance programme in the format indicated therein. Magyar Posta may change the stamp issuance plan without prior notice.

4) Special issues which are not included in the stamp issuance plan (e.g. sheets, monochrome prints, sets) are not part of the subscription, and Magyar Posta will send Customers separate information on the possibility of purchasing them.

5) The subscription needs to be renewed annually.

3.1.2. Use and performance of the service

1) The Customer, taking into account the provisions of paragraph 3) of point 3, may request the use of the service by completing and signing the Subscription Form for Postage Stamps and sending it by post to Magyar Posta's Philately Centre (Magyar Posta Zrt. Filatéliai Központ,1560 Budapest) or by e-mail to philately@posta.hu.

2) For further information about the service or for enquiries, please contact us at the e-mail address given in paragraph 1) or call +36-1-318-3363.

3) Deliveries through the service cannot be requested to a P.O. Box address.

4) The subscription can be requested with the following delivery dates as the Customer prefers:

a) per issue (by posting on the day before the issue);
b) quarterly (by posting by the 15th day of the month following the quarter);
c) half yearly (by posting by the 15th day of the month following the half year);
d) at the end of the year (by posting within 15 working days of the last issue).

5) A free subscription form can be obtained from Magyar Posta's Philately Centre (postal address: Magyar Posta Zrt. Filatéliai Központ, 1560 Budapest) or downloaded from www.posta.hu.

6) -[1]

7) Within 15 working days of receipt of the subscription request, Magyar Posta will confirm the subscription in writing or send advice of its invalidity.

8) The subscription contract will be concluded upon payment of the subscription fee.

9) Magyar Posta guarantees that the Customer will receive the stamps for the current year which are issued after receipt of the subscription fee, up to the overall amount (limit) defined by the subscription fee.

10) It is possible to join the subscription scheme at any time during the year, up to 15 November of the year in question, noting that Magyar Posta will supply Customers with the stamps already issued stocks permitting. As regards orders received after 15 November of the current year, the terms and conditions for ordering from the philatelic products catalogue described in point 3.2 of these GTC apply.

10/A) The Customer is only entitled to a stamp subscription gift if he or she also orders special stamps or unused special covers or special first day covers and pays the full amount of the fee payable to Magyar Posta by 30 June of the year in question. Magyar Posta does not provide a subscription gift for orders placed only for definitive stamps, unused definitive covers or definitive first day covers.

11) If the delivery of the mail item dispatched to the Customer is not successful, Magyar Posta will resend the products on one occasion after their return.

12) If the second mailing is unsuccessful, Magyar Posta will keep the products included in the consignment for the Customer until the end of the year of mailing, but they will not be automatically resent.

3.1.3. Price of the service

1) The prices of the product groups covered by the subscription, i.e. the subscription limit and the service fee, are set out in Annex 1 published on Magyar Posta's website. The prices shown include VAT in accordance with the VAT Act in force at the time.

2) In the event of a change to the stamp issuance plan, the amounts given in point 1.1 of Annex 1 published on Magyar Posta's website may be amended. In the event of a change, an additional charge may be levied upon the receipt of stamps at the end of the year.

3) In the event of an overpayment, the Customer may specify on the subscription form the method of financial settlement, which may be:

a) crediting the difference to the following year's subscription;
b) additional stamps sent at the Customer's request;
c) repayment of the amount of the overpayment within 30 working days of the date of sending the last stamp.

4) The current balance will be shown in the line detailing the balance of the current period's advance payment in the information section of the bill sent together with the subscribed products.

3.1.4. Payment methods

1) Payment of the subscription fee is made according to the choice indicated by the Customer on the subscription form:

a) by bank transfer,
b) by bill payment form,
c) by payment transaction by bank card when ordered via the Webshop.

2) -[2]

[1] Annulled on 15 September 2022.
[2] Annulled on 15 September 2022.

3.1.5. Cancellation of service, termination of legal relationship

1) The subscription will be terminated if the Customer cancels the subscription in person or in writing. In the event of the cancellation of the service, the remaining amount of the subscription amount will be refunded within 30 working days of cancellation by the means indicated in the cancellation request (transfer to a bank account or payment by postal order for domestic subscriptions, transfer to a bank account for foreign subscriptions).

3.1.6. The Customer's right of cancellation and termination only in the case of subscription orders placed by a Customer who is a consumer as defined in the Civil Code[3] and did not order the subscription service at a postal service outlet

1) The Customer who is a consumer as defined in the Civil Code may cancel the subscription without any obligation to state reasons after payment of the subscription fee but no later than 14 days after the receipt by the Customer, or a third party appointed by the Customer, of the first product sent under the subscription.

2) The Customer who is a consumer as defined in the Civil Code may make a clear declaration of his or her intention to cancel or terminate the subscription in writing (sending the declaration in Appendix 1 published on Magyar Posta's website by letter, fax or e-mail) or in person at Customer Service using the contact details in paragraph 2) of point 1 above, after payment of the subscription fee but no later than 12 midnight on the 14th day following the date of receipt of the first product sent under the subscription. The burden of proof that the declaration of cancellation was made within the time limit (in particular by providing the identification number of the mail item) lies with the Customer, who must also bear the cost of returning the product. If the Customer exercises his or her right of cancellation at the postal service outlet in person, the Customer is also entitled to return the product at the same time.

3) Magyar Posta will refund the paid subscription fee within 14 days of being informed of the cancellation. The Customer who is a consumer as defined in the Civil Code may choose whether to keep the stamps already delivered, in which case only the remaining subscription fee may be claimed, or to return the stamps within 14 days of communicating the cancellation at the latest to Magyar Posta's Philately Centre (Magyar Posta Zrt. Filatéliai Központ, 1560 Budapest). Magyar Posta will only refund the fee upon the return of the stamps or upon proof of the return beyond reasonable doubt, whichever is the earlier. The Customer must pay the cost of returning the product. The Customer acknowledges that, in order to preserve the quality of the stamps, Magyar Posta will only accept the return of the stamp packet in its original, sealed packaging. If the Customer returns the product to Magyar Posta due to cancellation by sending it as a mail item, the item to be returned cannot be a postal parcel sent with the payment for goods additional service.

3.2. Orders from the philatelic products catalogue

3.2.1. Description of orders from the philatelic products catalogue

1) The Customer may order postage stamps and other philatelic products from the philatelic products catalogue for a fee, dependent on stocks.

3.2.2. Use of the service

1) The Customer, taking into account the provisions of paragraph 3) of point 3, may request the use of the service by completing and signing the Subscription Form for Philatelic Products and sending it by post to Magyar Posta's Philately Centre (Magyar Posta Zrt. Filatéliai Központ, 1560 Budapest) or by e-mail to philately@posta.hu.

2) For further information about the service or for enquiries, please contact us at the e-mail address given in paragraph 1) or call +36-1-318-3363.

3) If the order includes a stamp or other philatelic product whose issue is expected later, the products ordered will be sent only after the last issue.

[3] A consumer under Section 8:1(1)3 of Act V of 2013 on the Civil Code is a natural person acting for purposes outside the scope of his or her profession, self-employment or business activity.

4) Magyar Posta fulfils orders dependent on stocks.

5) A free philatelic products catalogue and order form can be requested from Magyar Posta's Philately Centre (postal address: Magyar Posta Filatéliai Központ, 1560 Budapest) or downloaded from www.posta.hu.

6) Magyar Posta will post the ordered products within 15 working days after receipt of the order in the case of a domestic delivery address, and within 30 working days after receipt of the amount for the order in the case of a foreign delivery address.

7) For domestic delivery addresses, if the delivery of the mail item dispatched to the Customer is not successful, Magyar Posta will resend the products on one occasion after their return. If the dispatch is unsuccessful, Magyar Posta will retain the products contained in the consignment for the Customer for 90 calendar days.

8) -[–]

3.2.3. Price of the service

1) The price of the service is set out in Annex 1 published on Magyar Posta's website. The prices indicated are gross prices and include VAT in accordance with the VAT Act in force.

2) The price of the products requested on the order form must be paid at the same time as the service fee.

3.2.4. Payment methods

1) For domestic delivery addresses, the fee for the service may be paid on receipt of the mail item containing the ordered products as follows:

a) during delivery at the destination address in cash or by payment transaction by bank card to the delivery worker equipped with a POS terminal;
b) during delivery at a delivery point, in cash or by payment transaction by bank card at postal service outlet counters where bank card payment is available in accordance with the information displayed.

1/A) -[4]

2) -[5]

3.2.5. Cancellation of orders

1) The provisions of point 3.1.6 govern the right of cancellation of Customers who are consumers as defined in the Civil Code.

3.3. Postmark and cancellation for philatelic purposes

3.3.1. Description of the postmark and cancellation service

3.3.1.1. Special postmark and cancellation

1) A special postmark is a date and place stamp with a unique graphic design specially made for anniversaries and events, featuring the name of the postal service outlet and the date of posting. It is made of rubber with a diameter of not less than 30 mm and not more than 40 mm. Only black ink may be used for the cancellation, and the postmark may only be impressed onto a postage stamp.
If a special postmark is requested, the special postmark stamp will be used by the designated postal service outlet or, by separate agreement, a specially set up postal service point.

3.3.1.2. -[6]

3.3.1.3. Subsequent cancellation for philatelic purposes

[4] Annulled on 15 September 2022.
[5] Annulled on 15 September 2022.
[6] Annulled on 1 January 2021.

1) The special postmark stamp may also be used later for philatelic purposes (cancellation of postage stamps with the impression of the special postmark stamp). This service may be used within 1 year of the date indicated on the special postmark stamp.

3.3.2. Use of the special postmark and cancellation service

1) The Customer can request the use of the service by completing and signing the Order Form for Use of Special Postmark Stamp and sending it to Magyar Posta's Philately Centre (Magyar Posta Zrt. Filatéliai Központ, 1560 Budapest) at least 30 calendar days before the event.

2) Magyar Posta will confirm orders, clarify the proposed text and graphics where necessary, obtain any missing data, and agree them with the Customer.

3) A free order form can be requested from Magyar Posta's Philately Centre (postal address: Magyar Posta Filatéliai Központ, 1560 Budapest) or downloaded from www.posta.hu.

4) The special postmark stamp may only be used by a postal employee and is not given over to the Customer or any other person.

5) -[7]

6) The postal service outlet designated for the use of the special postmark stamp will use the stamp on the day of the event during opening hours and at the venue of the event during a predetermined period of time. After the event, if the Customer so requests, the postal service outlet providing the cancellation stamp may continue to use the special postmark stamp for 5 working days without charging a fee.

7) Special cancellation may take place at the postal service outlet or at a specially set up postal service point under a separate written contract, under which Magyar Posta will perform postal services specified by the Customer (e.g. acceptance of mail) at the place and time and for a duration requested by the Customer.

8) By placing an order, the Customer acknowledges that the graphics of the special postmark produced will be displayed on Magyar Posta's website and may be made available to third parties for research, collecting and educational purposes.

3.3.2.1. Specifications for the graphic contents provided by the Customer

1) The graphics of the special postmark must not contain any direct advertising, publicity, political content or images of living persons, or any depiction that conflicts with the legislation in force or is offensive to public taste. In the case of reproduction of official emblems, coats of arms, works of art, or any other works protected by intellectual property rights (e.g. copyright, user rights, trademark rights), the Customer must obtain the original authorisation for their free use and attach it to the order.

2) Magyar Posta is entitled to assess orders on an individual basis. Magyar Posta reserves the right to refuse to fulfil orders without giving reasons.

3) In addition to providing a description, source material and a sketch of the design for the order, the Customer's idea of the graphic content of the stamp should be stated including the inscription intended to be featured on the stamp apart from a description of the visual design. The Customer may also provide a layout in a format suitable for stamp production, such as vector graphics files, EPS, PDF (adobe acrobat), CDR (corel draw).

4) -[8]

3.3.2.2. The liability of the Customer

1) The Customer is liable for the legality of the use of the image provided by the Customer and, in the event that the Customer violates the rules governing the image's use and usability, the Customer will be liable for the resulting damages and will indemnify Magyar Posta from the obligation to pay damages or fines.

[7] Annulled on 1 January 2021.
[8] Annulled on 1 January 2020.

3.3.3. Use of subsequent cancellation for philatelic purposes

1) The Customer may request the service in person at Filaposta of Magyar Posta's Philately Centre (1051 Budapest, District V, Bajcsy-Zsilinszky út 16) or by post (postal address: Magyar Posta Filatéliai Központ, 1560 Budapest) by completing the form Order Form for Subsequent Cancellation.

2) Special postmarks for subsequent cancellation can be chosen from the collection of "Special postmark imprints" in the customer area of Filaposta or from the website www.posta.hu.

3) Magyar Posta will provide the subsequent cancellation within 30 working days of the placement of the order.

3.3.4. Price of the service

1) The price of the service is given in Annex 1 published on Magyar Posta's website. The prices indicated are gross prices and include VAT in accordance with the VAT Act in force.

2) Magyar Posta will charge an extra fee for special postmark orders received within 30 calendar days prior to use.

3.3.5. Payment methods

1) Upon receipt of the invoice, by bank transfer or bill payment form.

3.3.6. Rights of cancellation (withdrawal) and termination

1) The right of cancellation (withdrawal) and termination cannot be exercised when using the philatelic postmark stamp and cancellation service in view of the fact that the Government Decree excludes this option in the case of non-prefabricated products which have been produced on the instructions or at the express request of the Customer or which are clearly personalised for the Customer.

3.4. Personalised stamps (Your Own Stamp)

3.4.1. Description of the personalised stamp (Your Own Stamp)

1) A personalised stamp or Your Own Stamp is a postage stamp with a personalised label. In the print works during production, an empty label separated by perforation is placed next to each traditional postage stamp in the sheet of stamps. A digitised photograph in accordance with the requirements of points 3.4.6 and 3.4.7 will be printed on this label as well as, in the case of "Your Very Own Stamp" sheets, on the upper part of the sheet in an enlarged size based on the order. Only a single photograph can be used for the same sheet. For "Your Very Own Stamp" sheets, a unique message of up to 40 characters can also be placed on the sheet.

2) An A4-size folder or, in the case of "Your Very Own Stamp" sheet, an A5-size folder is used as protective wrapping for sales or postal delivery.

3) Personalised stamps can only be ordered in the form of sheets containing the number of postage stamps and featuring one of the themes described on the website www.posta.hu while stocks last.

4) Only the stamp (with or without the label) pays the postage of a mail item. The label alone is not suitable for this purpose.

3.4.2. Price of personalised stamps (Your Own Stamp)

1) The selling price of the product and the related discount scheme are set out in Annex 2 published on Magyar Posta's website. The prices shown are gross prices, and the price of the personalised label includes VAT in accordance with the VAT Act in force at the time.

2) In the event of purchasing sheets of stamps of different types, the number of sheets ordered may not be combined in calculating the discount.

3) Upon the dispatch of a personalised stamp sheet, the Customer will be charged postage in addition to the selling price of the ordered stamp sheet. The postage rates are set out in Annex 2 published on Magyar Posta's website.

3.4.3. Quantity for orders

1) The smallest quantity that can be purchased is 1 sheet of stamps and the maximum quantity that can be ordered is dependent on stocks.

2) At Filaposta, which has a printer suitable for the production of personalised stamps, the maximum quantity that can be produced on the spot is 100 sheets of stamps per order. If a larger quantity of sheets is ordered, the quantity in excess of this will be produced subsequently, which may be collected on the spot at the time specified or posted to the Customer by registered mail with the priority additional service.

3.4.4. Options for fulfilling the order

3.4.4.1. At a postal service point specially set up for the production of personalised stamps:

a) by both having the photograph taken and collecting the product on the spot, or
b) by having the photograph taken on the spot and collecting the product later on the spot or having it delivered by post, or
c) by submitting the photograph and order together, and collecting the product on the spot, or
d) by submitting the photograph and order together, and collecting the product later on the spot or having it delivered by post.

3.4.4.2. At Filaposta:

a) by submitting the photograph and order together, and collecting the product on the spot, or
b) by submitting the photograph and order together, and collecting the product later on the spot or having it delivered by post.

3.4.4.3. After completing the order form contained in the leaflet available at postal service outlets – or the Your Own Stamp Order Form downloaded from Magyar Posta's website –, the order together with a photograph and, if so requested by Magyar Posta in accordance with paragraph 2) of point 3.4.9, attaching the document confirming the right to use the text and/or visual matter at the same time as or subsequently to sending the order can be sent by registered mail to the postal address "Személyes bélyeg", 1560 Budapest, from any postal service outlet. The Customer must pay the cost of posting the order.

3.4.4.4. Taking account of the provisions of paragraph 3) of point 3, the order may also be sent electronically by the Customer completing the Your Own Stamp Order Form available on Magyar Posta's website and attaching a photograph and, if so requested by Magyar Posta in accordance with paragraph 2) of point 3.4.9, the document confirming the right to use the text and/or visual matter subsequently to the szemelyesbelyeg@posta.hu e-mail address.

3.4.4.5. Taking account of the provisions of paragraph 3) of point 3, Customers can order their personalised stamps by completing the editing process on the Your Own Stamp Order page on Magyar Posta's website (through the webshop).

3.4.5. Payment methods

3.4.5.1. Payment of the price of the personalised stamps received at Filaposta can be made in cash or by payment transaction by bank card on the spot. The price of personalised stamps collected at a specially set up postal service point may be settled in cash or, where indicated, by payment transaction by bank card.

3.4.5.2. For orders delivered as a mail item sent with the registered additional service in accordance with point 3.4.4.3, the price of the service may be paid by bank transfer, or upon receipt of the postal parcel containing the products ordered sent with the payment for goods additional service,

a) at the place of delivery at the address, in cash or by payment transaction by bank card to a delivery worker equipped with a POS terminal;
b) during delivery at a delivery point, in cash or by payment transaction by bank card at postal service outlet counters where bank card payment is available in accordance with the information displayed.

3.4.5.3. By electronic means:

1) For orders placed by electronic means, the following payment methods are available:

a) bank transfer,

b) upon receipt of the postal parcel containing the products ordered sent with the payment for goods additional service,

ba) at the place of delivery at the address, cash or payment transaction by bank card to a delivery worker equipped with a POS terminal;

bb) during delivery at a delivery point, cash or payment transaction by bank card at postal service outlet counters where bank card payment is available in accordance with the information displayed.

2) For orders placed through the Webshop, the price of the service may be paid

a) by payment transaction by bank card;

b) upon receipt of the postal parcel containing the products ordered sent with the payment for goods additional service,

ba) at the place of delivery at the address, in cash or by payment transaction by bank card to a delivery worker equipped with a POS terminal;

bb) during delivery at a delivery point, in cash or by payment transaction by bank card at postal service outlet counters where bank card payment is available in accordance with the information displayed.

3.4.6. The content of the image sent/handed over by the Customer

1) Personalised stamps and sheets of stamps may only feature an image (a portrait, pet, object, company logo, slogan, etc.) or text which

a) is not offensive to public taste or good morals and does not incite fear;

b) does not contain a message of a sexual nature;

c) does not convey a political message;

d) is not racially or otherwise prejudiced, violent, defamatory, libellous, abusive or detrimental to public safety, the environment or nature;

e) is not offensive to religious or denominational affiliation;

f) does not contain any copyrighted material in its visual elements, and no unlawful use of the content (including rights to intellectual property, protection of personal data and rights in memoriam) can be presumed;

g) cannot be associated with criminal offences, illegal activities or devices that endanger public safety;

h) cannot be associated with drugs, psychotropic substances or medicines;

i) cannot be associated with socially unacceptable groups, places, persons or symbols;

j) is not misleading or a source of abuse in terms of stamp use or postal handling;

k) does not harm the economic interests of Magyar Posta and is in no way detrimental to Magyar Posta.

2) The Customer acknowledges and accepts that if, in the opinion of Magyar Posta, the visual matter requested to be displayed does not comply with the above restrictions, Magyar Posta is entitled to refuse the personalised stamp order. The Customer further acknowledges that the content that may be rejected is not limited exclusively to the topics listed. Magyar Posta is entitled to reject the order without giving reasons in other cases, too.

3) Magyar Posta does not sell personalised stamp sheets without an image, i.e. sheets of stamps with an empty, unprinted label. A pure white or light monochrome background or a background that can be classified as such is not acceptable as an image.

3.4.7. Specifications of the image sent/handed over by the Customer

1) For digital images:

a) jpg file;
b) at most 1 Mbyte;
c) at least 100 dpi (suggested min. 200 dpi).

2) For traditional photographs on paper (not digitally printed):

a) at most 13 x 18 cm

3) The Customer may indicate in writing a part of the image sent or handed over intended to be featured on the stamp label acknowledging that the proportions may change due to the size of the label. Irrespective of the Customer's requirements, Magyar Posta may, dependent on the content, position the image in a different manner.

3.4.8. Request for trial print

1) If the personalised stamps are prepared immediately on the spot, at the request of the Customer a maximum of 1 free trial print may be shown. Due to the difference in quality of the paper for the trial print and the stamp paper, there may be a variation in colour between the trial print and the final image to be printed on the label.

3.4.9. The liability of the Customer

1) Customers must declare that they hold the right to use the text and/or image to be displayed on the personalised stamp or sheet of stamps or have obtained authorisation to use them and that these will be used in full compliance with the legislation in force.

2) Where in doubt, in particular if the text and/or image to be displayed on a personalised stamp or sheet of stamps contains the likeness of a well-known individual, public figure, coat of arms, logo, work of art, or a logo, slogan or symbol related to a cultural, sporting or other event or programme, etc., Magyar Posta, irrespective of the declaration made by the Customer in accordance with paragraph 1), may at any time request confirmation that the Customer in fact has the right or authorisation to use the text and/or visual matter to be printed. In addition, Magyar Posta may request the Customer to provide a certified translation of the inscriptions given in foreign languages.

2/A) The document confirming the right of use, if requested by Magyar Posta from the Customer in accordance with paragraph 2), must be attached to the personalised stamp order.

3) Magyar Posta is not liable for any third-party claims in connection with the text and/or visual matter printed on the personalised stamp or sheet of stamps.

4) The Customer bears full liability for the legality of the use of the text and/or image. The Customer will be liable for damages resulting from any breach by the Customer of the rules governing the content of the visual matter, and the Customer will indemnify Magyar Posta against any third party claiming damages from or fines to be imposed on Magyar Posta.

3.4.10. Other conditions

1) Magyar Posta does not sell sheets of Your Own Stamps that are not personalised, i.e. with an empty label.

2) The Customer must complete an order form in every case.

3) The advance payment request will be posted to the Customer after receipt of the order.

4) Magyar Posta will start the production of the personalised stamps upon receipt of the payment of the price for the quantity ordered, except when payment of the price of the product ordered is to be made in cash upon receipt of the postal parcel containing them sent with the payment for goods additional service.

5) Magyar Posta does not accept liability for the quality of the personalised stamps if the image sent had a resolution or size at variance with the specifications of point 3.4.7.

6) The size of the stamp label to be personalised is fixed, thus the size of the appearance of the sent/handed-over image may change and a section or sections of the image may be missing from the final image, or certain areas on the label may remain blank.

7) Magyar Posta does not undertake digital image editing.

8) The images received will be positioned vertically or horizontally on the label of the postage stamp in accordance with the nature of the photograph. If the proportions so justify, Magyar Posta may, after contacting the Customer, position the image in a different way.

9) The Customer is solely liable in the event of any legal dispute concerning the image sent or handed over and/or the text or the content of the text requested to appear on the sheet of stamps.

10) When ordering more than one sheet, more than one photograph may be attached, but only a single photograph can be used within the same sheet. The number of images must be indicated precisely on the order form, and on the back of each photograph the name of the chosen stamp sheet it is to appear on must be given to aid identification.

11) -[9]

12) Once the order is fulfilled, Magyar Posta will destroy images stored in digital format within 1 working day after the stamp sheets have been produced. In the event of the non-performance of the condition specified in paragraph 4), the order will be deleted from the system 15 calendar days after its receipt, and the sent or handed over paper photographs or data carriers will be returned to the Customer.

12/A) In accordance with paragraph 12), after the photographs have been destroyed or returned, further orders may only be placed by completing a new order form and resubmitting the image to Magyar Posta. The image also needs to be resubmitted to Magyar Posta in the event of a justified complaint about the product in order to produce the product complained about again.

13) Magyar Posta does not repurchase or exchange personalised stamps.

14) Magyar Posta will refund any overpayment to the Customer within 45 calendar days of receipt of the order. The Customer will be informed of the fact of overpayment.

15) For orders placed in person and orders received by post, Magyar Posta only accepts CDs, DVDs and USB storage devices as digital data carriers, which will be returned to the Customer by post together with the stamp sheets under one cover.

16) In the event that Magyar Posta is unable to fulfil orders due to the unavailability of stocks, after agreeing with the Customer, the amount paid or transferred in advance will be reimbursed by bank transfer within 45 calendar days of the receipt of the order.

3.4.11. Shipping conditions

1) Personalised stamps will be printed within 10 working days of the receipt of the price of the order paid by bank transfer based on the advance payment request and, for orders including the delivery of a postal parcel with the payment for goods additional service, within 5 working days of receipt of the order. The product is then dispatched to the Customer.

3.4.12. Rights of cancellation (withdrawal) and termination

1) The right of cancellation (withdrawal) and termination cannot be exercised when using the personalised stamp service in view of the fact that the Government Decree excludes this option in the case of non-prefabricated products which have been produced on the instructions or at the express request of the Customer or which are clearly personalised for the Customer.

[9] Annulled on 1 July 2019.

4. COMPLAINTS, DISSATISFACTION, WARRANTY

1) Complaints and dissatisfaction may be expressed in writing, enclosing the goods in question and the invoice at the same time, and stating the precise reason for the return. Customers may also register their complaint, dissatisfaction or suggestion concerning the product or the service in the Complaints Book (Vásárlók könyve), which is at the disposal of Customers at postal service outlets.

2) Postal addresses:
For stamp orders and subscriptions: Filatéliai Központ, 1560 Budapest;
For the personalised stamp (Your Own Stamp) service: Személyes bélyeg, 1560 Budapest;
For special postmark and cancellation orders: Filatéliai Központ, 1560 Budapest.

3) Magyar Posta will only accept complaints for personalised stamps collected on the spot immediately after the stamps have been handed over.

4) Magyar Posta will investigate the complaints and dissatisfaction, and inform the Customer of the results in writing within 30 days of being notified of the complaint.

5) If a Customer who is classified as a consumer under Act CLV of 1997 on consumer protection (hereinafter referred to as the "Consumer Act")[10] does not accept the answer to a complaint, or Magyar Posta does not reply to the complaint within the given deadline, the Customer may turn to the Government office with competence with competence based on the Customer's permanent or temporary place of residence with the complaint.

5/A) In order to provide for the out-of-court settlement of any disputed matter arising in relation to the complaint or dissatisfaction, the Customer classified as a consumer under the rules of the Consumer Act applying to arbitration boards[11] may also turn to the Conciliatory with competence for the area where the Customer's permanent or temporary place of residence (or seat) is located. The address of the Budapest Arbitration Board with competence for the area where Magyar Posta's seat is located is 1016 Budapest, Krisztina krt. 99.

5/B)-[12]

6) Magyar Posta undertakes a warranty for the ordered product or service in accordance with the provisions of the Civil Code. For more detailed information on the terms and conditions of this warranty, please see the model warranty information document in Appendix 3 published on Magyar Posta's website. In the event of defective performance (quality defect), the Customer must inform Magyar Posta, via the customer service contact details specified in paragraph 2) of point 1, of the complaint without delay after the discovery of the defect – but within two months in the case of a Customer who is a consumer – by giving the necessary details in the report form in Appendix 2 published on Magyar Posta's website. The Customer is responsible for damages arising from any delay in reporting the defect.

7) The Parties agree, in addition to the provisions of paragraph 5), to submit to Hungarian jurisdiction and the exclusive competence of Hungarian courts in order to settle any disputed matters arising in connection with providing the service.í

[10] Under Section 2 (10) of Act CLV of 1997, a consumer is a natural person acting for purposes falling outside his or her professional or business activity who purchases, orders, receives or uses goods, or is the addressee of commercial communication or commercial offers related to the goods.
[11] [9] In the application of rules pertaining to conciliatory councils, with the exception of the application of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, apart from the above, a consumer may also constitute a non-governmental organization, ecclesiastical legal entity, condominium, housing cooperative 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, as well as micro, small or medium-sized enterprises (hereinafter referred to as "SMEs") which use public services or, within the scope of retail activities as defined by the Trade Act, purchase, use or utilise products, or are the addressee of commercial communications or commercial offers related to such products.
[12] Annulled on 1 May 2026.