



**GENERAL TERMS AND CONDITIONS FOR CERTAIN ELECTRONIC SERVICES AND  
BUSINESS APPLICATIONS**

<b>1. GENERAL DATA, CONTACT DETAILS .....</b>	<b>3</b>
<b>2. DEFINITIONS .....</b>	<b>3</b>
<b>3. INTRODUCTORY PROVISIONS .....</b>	<b>5</b>
<b>4. REGISTRATION.....</b>	<b>6</b>
4.1. SIMPLE REGISTRATION.....	6
4.2. VERIFICATION OF SIMPLE REGISTRATION .....	6
4.2.1. <i>General provisions.....</i>	6
4.2.2. <i>Special provisions to be applied for natural persons acting on behalf of an organisation.....</i>	7
4.2.3. <i>Activating the registration .....</i>	8
4.2.4. <i>Potential verification related to registration.....</i>	9
<b>5. LOG IN .....</b>	<b>9</b>
<b>6. USER NAME.....</b>	<b>10</b>
<b>7. PASSWORD HANDLING .....</b>	<b>10</b>
<b>8. E-MAIL ADDRESS HANDLING.....</b>	<b>10</b>
<b>9. PROCESSING USER DATA .....</b>	<b>11</b>
9.1. GENERAL DATA PROCESSING .....	11
9.2. HANDLING AUTHORISATIONS .....	11
9.3. OTHER PROVISIONS RELATED TO PROCESSING USER DATA .....	12
<b>10. CUSTOMER OBLIGATIONS .....</b>	<b>12</b>
<b>11. EXCLUSION OF LIABILITY.....</b>	<b>13</b>
<b>12. DATA PROTECTION.....</b>	<b>13</b>
12.1. DATA CONTROLLER.....	13
12.2. RANGE OF DATA PROCESSED .....	14
12.3. THE LEGAL BASIS OF DATA PROCESSING .....	14
12.4. PURPOSE OF DATA PROCESSING.....	15
12.5. THE DURATION OF DATA PROCESSING .....	15
12.6. USE OF A DATA PROCESSOR .....	15
12.7. WHO MAY ACCESS THE DATA? .....	16
12.8. RIGHTS OF THE DATA SUBJECT.....	16
12.8.1. <i>Request for access and information.....</i>	16
12.8.2. <i>Request to correct (change) data .....</i>	17
12.8.3. <i>Request for restriction of processing.....</i>	17
12.8.4. <i>Objecting to data processing.....</i>	17
12.8.5 <i>Right to data portability.....</i>	18
12.9. PROVISIONS FOR LEGAL REDRESS .....	18
12.10. OTHER PROVISIONS RELATED TO DATA PROTECTION.....	18
<b>13. COPYRIGHT.....</b>	<b>18</b>
<b>14. SUSPENSION, MAINTENANCE .....</b>	<b>18</b>
<b>15. SUBMITTING AND HANDLING COMPLAINTS .....</b>	<b>19</b>
15.1. GENERAL PROVISIONS.....	19
15.2. OTHER PROVISIONS RELATED TO SUBMITTING AND HANDLING COMPLAINTS .....	19

## 1. GENERAL DATA, CONTACT DETAILS

### 1) Name and address of service provider

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

### 2) Contact details of the central customer service

	<b>Private Customer Service</b>	<b>Business Customer Service</b>
Customer Service in person	1101 Budapest, Üllői út 114-116.	1101 Budapest, Üllői út 114-116.
Postal address	3512 Miskolc	3512 Miskolc
Telephone number	06-1-767-8282	06-1-767-8272
Fax number	06-46-320-136	06-46-503-899
E-mail	<a href="mailto:ugyfelszolgalat@posta.hu">ugyfelszolgalat@posta.hu</a>	<a href="mailto:uzleti.ugyfelszolgalat@posta.hu">uzleti.ugyfelszolgalat@posta.hu</a>
Hours for phone and online service	Monday to Wednesday and Friday 8 am to 5 pm, Thursday 8 am to 8 pm	From 16 January to 31 October Monday to Friday 8 am to 5 pm, from 1 November to 15 January Monday to Friday 8 am to 6 pm.
Hours for customer service in person	Monday to Wednesday 8 am to 5 pm, Thursday 8 am to 8 pm, Friday 8 am to 4 pm.	Monday to Wednesday 8 am to 5 pm, Thursday 8 am to 8 pm, Friday 8 am to 4 pm.

Other contact details of the central customer service are given on the web page [CUSTOMER SERVICE](#).

3) The electronic contact details of Magyar Posta Zrt. (hereinafter referred to as "Magyar Posta") are [WWW.POSTA.HU](http://WWW.POSTA.HU) and the Magyar Posta Application (hereinafter referred to as the "Application") in IOS and Android operating systems.

4) <sup>-1</sup>

5) <sup>-2</sup>

## 2. DEFINITIONS

### 1) Registered Customer

A legal person or other organisation (hereinafter together referred to as the "organisation") or natural person who registered on the [WWW.POSTA.HU](http://WWW.POSTA.HU) page or in the Application prior to the use of the postal electronic services and certain business applications (hereinafter referred to as "Central Registration") and gave the details necessary for registration, which have been checked and accepted by Magyar Posta after the Customer confirmed the registration based on the activation e-mail sent to the e-mail address given by the Customer in the course of registration within the period of validity stated in the e-mail. As a result of the registration the

<sup>1</sup> The former provisions of this paragraph will be given in point 3 after the amendment enters into force (25 May 2018).

<sup>2</sup> The former provisions of this paragraph will be given in point 3 after the amendment enters into force (25 May 2018).

Customer has a user name and password for use on the [WWW.POSTA.HU](http://WWW.POSTA.HU) page and/or in the Application.

## 2) Representative of an organisation or of a legal person

A natural person who is authorised to act on behalf of an organisation, and thus is authorised to make binding agreements for or to act as the general representative of the company, and any other natural person authorised to act based on a specific document granting authorisation. A specimen authorisation is provided in Annex 5.

### 2/A) Person authorised to use electronic services

A natural person who is authorised in writing on the Application Form given in Annex 2 to these GTC published on Magyar Posta's website or based on a separate written contract by a natural person who is authorised to conclude contracts on behalf of the organisation to use the electronic services described in the authorisation on behalf of the organisation.

### 2/B) Main representative

A person authorised to use electronic services under paragraph 2/A) who is authorised to perform the activities described in paragraph 9) of point 4.2.2 of these GTC.

## 3) Natural person identification data

The data that together clearly identify a natural person, which are:

- a) given name(s) and surname (or given name(s) and surname at birth);
- b) place of birth;
- c) date of birth;
- d) mother's given name and surname at birth.

## 4) Central Identification Agent (hereinafter referred to as the "ID Agent")

A central electronic administration service that can also be accessed through the [WWW.POSTA.HU](http://WWW.POSTA.HU) interface which makes electronic personal identification services provided by the Government (Client Gateway, eID Card, coded phone identification) accessible, through the use of which the registration-based services described in these GTC can be taken advantage of.

## 5) Status

The status of a natural person which indicates the capacity the person is acting in as a Registered Customer in the Central Registration when the natural person is simultaneously authorised to act both in his or her own name and on behalf of an organisation. Prior to acting, the appropriate status (natural person or the representative of an organisation) with which the natural person intends to use the services described in these GTC must be chosen.

## 6) Messaging Interface

A simple electronic messaging system provided by Magyar Posta for Registered Customers through which system messages related to the operation of the system are made available to the Customer and a unified interface is provided for certain electronic services.

## 7) Central Web Registration (hereinafter referred to as the "CWR")

That part of the electronic postal framework system maintained by Magyar Posta for the operation of the Central Registration which ensures the registration and verification of Customers, handling their authorisations and the storage of their data.

## 8) Agreement code

An identifier used by Magyar Posta for the administration of the data of separate written contracts. When entering authorised persons acting on behalf of organisations in the CWR, Magyar Posta connects authorised representatives with the appropriate agreement code of organisations.

### 3. INTRODUCTORY PROVISIONS

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1) The rules applicable to the use of certain electronic services (hereinafter referred to as "eServices") and certain business applications offered by Magyar Posta and accessible following Central Registration on the [WWW.POSTA.HU](http://www.posta.hu) page and in the Application, defined in advance and unilaterally by Magyar Posta without the Customer's participation, are contained in these GTC (hereinafter referred to as "GTC"), accessible on Magyar Posta's website under **GENERAL TERMS AND CONDITIONS**. The general rules applicable to the registration necessary to use the eServices and certain business applications and those applicable to the use of the eServices and certain business applications are described in this main text, while the special rules for the eServices are given on separate PRODUCT SHEETS.

2) The terms and conditions specified in the main text of these GTC apply to the use of all eServices described in **ANNEX 1** published on Magyar Posta's website noting that, should there be other terms and conditions to be used simultaneously for some eServices in addition to the provisions specified in the main text, such as data protection provisions and special liability rules, those will only be given in the separate PRODUCT SHEET for the eService in question. The special conditions to be applied to the use of the business applications are specifically referred to in the main text within each provision concerned.

3) With the exception of concluding a contract in accordance with point 4.2.2, the contract is concluded in a non-written form by the natural person Customer who registers electronically in Hungarian or English on the online interface accessible in Hungarian and English in order to access the eServices and certain business applications provided by Magyar Posta and accepts the provisions of these GTC and, if necessary for using a particular eService, the contents of the separate PRODUCT SHEET. With the exception of concluding a contract in accordance with point 4.2.2, the contract concluded is not recorded. With regard to contracts concluded by a Customer who is an organisation, the provisions of point 4.2.2 shall apply.

4) By registering and prior to activating the registration, the Customer declares that he or she is aware of and accepts the provisions of these GTC and agrees to be bound by them.

5) Magyar Posta may unilaterally amend the GTC without explanation or notification at any time provided that the changes do not affect an ongoing registration. Magyar Posta shall publish the amendment to the GTC – not including the entry into force of separate **PRODUCT SHEETS** containing special rules for newly introduced eServices or of annexes related to the use of certain business applications – at least 8 days before the changes enter into force by posting the notice about the change on its website.

6) In matters not regulated by these GTC, Hungarian law, in particular the provisions of Act V of 2013 on the Civil Code (hereinafter referred to as the "Civil Code") and Act CLV of 1997 on consumer protection will govern. Magyar Posta processes personal data it acquired in connection with performing the eServices and business applications pursuant to these GTC as a data controller observing the provisions of 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 the "General Data Protection Regulation").

7) Magyar Posta's privacy statement and information on data processing is given in point 12 of these GTC and on Magyar Posta's website under **PRIVACY STATEMENT**. Further provisions relating to the special data processing of the eServices and certain business applications are given in the separate PRODUCT SHEETS and in separate information published on Magyar Posta's website.

## 4. REGISTRATION

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1) In order to access the eServices, registration is required. Dependent on the use of the eServices, there are two levels of registration:

- a) simple registration;
- b) verification of simple registration.

2) For the use of the eServices – for details see the table in [ANNEX 1](#) – the simple registration needs to be verified.

3) To access certain business applications on behalf of an organisation by natural persons acting for that organisation, registration as described in sub-point b) of paragraph 1) is required if the organisation wishes to use these business applications in relation to services featured in the organisation's written contract concluded in accordance with the [POSTAL SERVICES GTC](#).

4) Magyar Posta may suspend the provision of the service and block access in the event that illegal use by the Registered Customer is perceived while using the web page.

5) By accepting these GTC, the Customer acknowledges that, in the event of Customer access being blocked, the Customer's right to access the services will cease. After deletion, re-registration is required before the Registered Customer can use the eServices and certain applications linked to registration again in the future.

### 4.1. Simple registration

1) In the course of simple registration, a natural person must complete an online form available on the [WWW.POSTA.HU](http://WWW.POSTA.HU) website, on which the natural person's name must be given as well as the user name, e-mail address and a text-enabled mobile phone number that the natural person wishes to use to access the eServices available through registration.

2) The same e-mail address may only be used once for registration.

3) Magyar Posta may refuse any request for registration if any of the individual data that must be given for registration are already recorded in the system or the Customer gives 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 [WWW.POSTA.HU](http://WWW.POSTA.HU) page.

### 4.2. Verification of simple registration

#### 4.2.1. General provisions

1) Natural persons who have

- a) already assigned their MyPost Card to their user's account, or
- b) verified their natural person identification data given for their user's account by one of the identification methods accessible through the ID Agent

are deemed persons with registration verified by Magyar Posta based on their ID Agent verification and MyPost Card assignment.

2) Natural persons who are not yet deemed persons with verified registration based on paragraph 1) but wish to use an eService which requires simple registration verification based on Magyar Posta's information given in the table in [ANNEX 1](#) may do so by

a) applying for a MyPost Card in accordance with the **MYPOST LOYALTY PROGRAMME GTC** and the identification linked to it and then assigning their MyPost Card to simple registration as described in point 4.1 of these GTC or by verifying their natural person identification data given for their user's account through the ID Agent.

3) Natural person Registered Customers may only act in their own name, in person, when verifying their simple registration, and no authorisation can be accepted.

#### **4.2.2. Special provisions to be applied for natural persons acting on behalf of an organisation**

1) The use of eServices by an organisation is only possible based on a written contract on this subject concluded between the organisation and Magyar Posta.

1/A) If the organisation already has a written contract for the use of another service offered by Magyar Posta, it is necessary that, in order to initiate the conclusion of the written contract referred to in paragraph 1),

- a) the Application Form contained in **ANNEX 2** for eServices and
  - b) the Data Sheet contained in **ANNEX 4** for certain business applications
- is sent from the e-mail address that is indicated as the data of the contact person registered by Magyar Posta.

1/B) For organisations which do not have a written contract for the use of another service offered by Magyar Posta, the written contract may be concluded at any of the postal service outlets indicated in column "T" of the document **POSTAL SERVICE OUTLETS** published on Magyar Posta's website, by applying the contents of paragraph 4) and submitting the attachments described in paragraph 8) to Magyar Posta.

2) In the written contract required for the use of the eServices offered by Magyar Posta, the organisation must indicate at least one natural person who will act as the organisation's main representative with regard to the eServices. At the same time, there is the option of establishing authorisation for one or more natural persons to act on behalf of the organisation who, based on their authorisation with regard to using the eServices on behalf of the organisation, may perform tasks compliant with their level of authorisation.

3) When using the eServices after concluding the written contract, the organisation's main representative described in paragraph 2) as well as any other natural person(s) authorised by the organisation must familiarise themselves with and accept electronically the conditions of these GTC and the contents of the PRODUCT SHEETS concerning the eServices used by the organisation.

4) For organisations which initiate the conclusion of a written contract required for the use of the eServices offered by Magyar Posta based on sub-point b) of paragraph 1), the natural person who has a verified authorisation to represent the organisation must prove his or her identity by appearing in person and showing an official document that is suitable proof of identity.

5) Magyar Posta applies the provisions of paragraphs 1) to 4) of point 6.10 of the **POSTAL SERVICES GTC** to verify a natural person's authorisation to represent an organisation.

6) Magyar Posta identifies the representative of an organisation and verifies the natural person's authorisation to represent the organisation based on the submitted documents and attachments described in paragraph 8).

7)<sup>3</sup>

8) When initiating the conclusion of a contract, the following documents must be fully completed and the following attachments appended:

- a) Application form ([ANNEX 2](#));
- b) authentic copy of the certificate of incorporation not older than 1 month;
- c) copy of the specimen signature or sample signature of the natural person with verified authorisation to represent the organisation described in paragraph 4), and for individual entrepreneurs, a copy of their individual entrepreneur card if they have one, or certified proof of their registration in the individual entrepreneur register if they do not have an individual entrepreneur card;
- d) if the Application Form is not signed by the natural person described in sub-point c), a special authorisation given by this person which authorises the person authorised to conclude a written contract (by the natural person initiating the registration) for the use of the eServices.

9) The organisation's main representative appointed on the basis of paragraph 2) is entitled to act on behalf of the organisation comprehensively and with full rights, and is solely authorised to do the following:

- a) delete an authorisation;
- b) assign an authorised representative;
- c) delete or assign other main representatives;
- d) initiate an amendment to the contract, which Magyar Posta will only perform based on a notification sent to the [adatmodositas@posta.hu](mailto:adatmodositas@posta.hu) e-mail address from the e-mail address marked on the Application Form separately specifically for this purpose;
- e) arrangements in connection with the concluded contracts.

10) The Registered Customer specifically acknowledges that Magyar Posta will regard a request sent by the main representative for the performance of an instruction with regard to the contents of sub-points d) to e) of paragraph 9) received from the e-mail address given in the written contract and the Application Form to be a procedure initiated by the main representative of an organisation appointed under paragraph 2).

11) For the use of certain business applications on behalf of an organisation – on the condition given in paragraph 3) of point 4 –, first the Data Sheet constituting [ANNEX 4](#) must be fully and completely completed in a true manner and sent to the e-mail address given on it. On the Data Sheet the organisation must mark at least one natural person as the organisation's main representative in respect of the given business applications. At the same time, there is the option of indicating authorisation for one or more natural persons to act on behalf of the organisation who, based on their authorisation with regard to using certain business applications on behalf of the organisation, may perform tasks compliant with their level of authorisation. The organisation's main representative is entitled to act on behalf of the organisation with full rights, and is solely authorised to perform the administrative activities listed in sub-points a) to c) of paragraph 9).

#### 4.2.3. Activating the registration

1) Magyar Posta will make the settings required to use the eServices and certain business applications within 15 days of registration based on the data given by the Customer on the registration form described in paragraph 1) of point 4.1 or within 15 days of the handover of documents based on the written contract initiated on the basis of paragraph 1) or 4) of point 4.2.2. In order to activate the registration, the Customer must log in on the interface that opens by clicking the single-use link given in the activation e-mail sent to the e-mail addresses given by the Customer. The link is valid for 5 days from the day of sending.

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<sup>3</sup> Repealed in September 2018



2) If prior to the use of the eServices as described in paragraph 3) of point 4.2.2 the organisation's main representative as described in paragraph 2) and/or paragraph 11) of point 4.2.2 or another natural person authorised by the organisation did not have registration, Magyar Posta will perform the registration and settings required to use the eServices and certain business applications based on the data provided by the organisation. In order to activate the registration, the Customer must log in on the interface that opens by clicking the single-use link, which is valid for 5 days from the day of sending, given in the activation e-mail sent to the e-mail addresses given by the Customer, and then must change the single-use password provided by Magyar Posta for the password that he or she wishes to use in the long term.

#### **4.2.4. Potential verification related to registration**

1) For Registered Customers who have a MyPost Card, the verification of registration occurs after logging in through the single-use link given in the activation e-mail and giving the natural person identification data in accordance with paragraph 3) of point 2 on the Profile page, and, once these are verified, using the single-use identification code received by text message to the mobile number given at the time of registration. The verification process can be started within 5 minutes of the text message being sent. In the course of the verification, Registered Customers must also set the password they wish to use in the future. If verifying the registration does not take place within 5 minutes of the text message being sent, the verification process must be started anew.

2) Registered Customers who already have an ID Agent registration verify themselves after logging in through the single-use link given in the activation e-mail and giving the natural person identification data in accordance with paragraph 3) of point 2 on the Profile page having been redirected to the ID Agent interface.

## **5. LOG IN**

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1) Already registered Customers can log in using the "Enter" function, in accordance with their level of registration based on paragraph 1) of point 4, by entering their user name and password given during registration.

2) The "Log in" function starts through the Enter menu point or by launching an eService or business application that requires logging in.

3) With simple registration, Registered Customers can enter Magyar Posta's eServices using the appropriate form of logging in ([WWW.POSTA.HU](http://WWW.POSTA.HU), App, Facebook, Google). After that, all eServices can be accessed which are authorised based on the Registered Customer's contractual relationship and comply with the Customer's status (if applicable) in terms of the Customer's user rights.

4) With verification in accordance with point 4.2.4 related to simple registration, Registered Customers log in to use Magyar Posta's eServices through using the necessary ID Agent identification. After that, all eServices will become accessible for the Registered Customer which are authorised based on the Customer's contractual relationship and comply with the Customer's status (if applicable) in terms of the Customer's user rights.

4) Registered Customers only have the option to log in through additional means (Facebook, Google, ID Agent) other than [WWW.POSTA.HU](http://WWW.POSTA.HU) if they have registered previously and connected the two registrations. If, however, a Registered Customer wishes to use an eService or a business application which is subject to verified simple registration as

described in point 4.2, in the course of logging in, the CWR log-in data for verified simple registration must also be given.

5) In the event that a natural person has a verified simple registration as described in point 4.2 and is authorised to act on behalf of an organisation, the status intended to be used during the administration of affairs (hereinafter referred to as "choice of status") must be chosen when logging in.

## **6. USER NAME**

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1) Apart from the formal requirements of the user name, whether the same identifier already exists in the database is also checked. An already existing user name cannot be used to register again. The user name must be a minimum of 6 characters long and must not contain special characters (e.g. @ ).

2) Registered Customers who are accepted by Magyar Posta in the Central Registration both as a natural person and a representative of an organisation can arrange their affairs dependent on their choice of status using a different user name and phone number for each status.

## **7. PASSWORD HANDLING**

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1) A request to delete or modify the password given at the time of registration can be made by giving the identification data (given name and surname, user name, e-mail address, telephone number) through the contact details given in paragraph 2) of point 1. Rules for giving a password: minimum 8 characters long, and must contain upper-case and lower-case letters and numbers; the user name may not be given as the password. After ten unsuccessful log-in attempts the password for the given user name will be banned for a period of 24 hours. When another attempt is made to log in, the Registered Customer will be offered the "Forgotten password" option on a new screen through which they may ask for the ban to be lifted.

2) Customers who are deemed to be persons having a verified simple registration who are accepted by Magyar Posta in the Central Registration both as a natural person and a representative of an organisation can arrange their affairs using a different password and business phone number for each status, and these will be handled automatically by the system dependent on their choice of status.

## **8. E-MAIL ADDRESS HANDLING**

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1) Apart from the formal requirements of the e-mail address, whether the same e-mail address already exists in the database is also checked as an already existing e-mail address cannot be used to register again. A request to change the e-mail address given at the time of registration can be made by giving the following identification data – given name and surname, user name, e-mail address, telephone number – through the contact details given in paragraph 2) of point 1.

2) Customers who are deemed to be persons having a verified simple registration who are accepted by Magyar Posta in the Central Registration both as a natural person and a representative of an organisation can arrange their affairs using different e-mail addresses given in the course of coordinating their data and phone number for each status, and these will be handled automatically by the system dependent on their choice of status. Registered Customers who have already registered as a natural person can use their e-mail address given through their registration as a natural person in order to make the system settings

related to the organisation's authorisation or appointing a main representative or they can give a separate e-mail address for such cases that is appropriate for their status as a representative, which can be used thereafter in relation to their role as the representative of the organisation.

## 9. PROCESSING USER DATA

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### 9.1. General data processing

1) After logging in, Registered Customers can change their registered data freely with the exception of their identification details. As regards changing any of the personal data provided in the course of registration, information is given in point 12 of these GTC and in the [PRIVACY STATEMENT](#) published on Magyar Posta's website.

### 9.2. Handling authorisations

1) Only the main representative is entitled to handle authorisations, during which the main representative provides the natural person identification data in accordance with paragraph 3) of point 2 of the organisation's representative to be authorised as well as the e-mail addresses and telephone number(s) for the choice of status as a natural person or the organisation's main representative and, if already available, the agreement code of the written contract concluded with Magyar Posta for which the authorisation is being granted. If an e-mail address has already been recorded in the Central Registration related to a natural person status and the natural person identification data related to this registration are identical with data given for the authorisation, the authorisation may only be assigned to the Registered Customer in question. If, in accordance with the provisions of paragraph 2) of point 8, a separate e-mail address is given for the status as a representative of an organisation, such e-mail addresses can be assigned to each authorised representative in accordance with the intention of the main representative of the organisation when handling authorisations.

2) After checking the organisation's data in accordance with paragraph 8) of point 4.2.2, Magyar Posta sends a letter containing the information necessary to activate the authorisation to the e-mail address attributed to the organisation's representative to be authorised. The organisation's representative to be authorised must log in on the interface that opens by clicking the single-use link given in the e-mail.

3) Magyar Posta confirms the authorisation in a message sent to the e-mail address given at the time of registration of both the main representative and the authorised representative assigned to the organisation by Magyar Posta in the Central Registration.

4) For Customers who have already registered as a natural person, Magyar Posta forwards messages in accordance with paragraphs 2) and 3) as well as messages related to setting the organisation's authorisation or making the system settings related to appointing the main representative in accordance with paragraph 2) of point 4.2.2 as follows:

- a) messages related to the Customer's status as a natural person are sent to the separate e-mail address and telephone number given for the natural person status;
- b) messages related to authorisation to represent the organisation are sent to the separate e-mail address and telephone number given for the main representative or other authorised representative status.

5) Only the main representative is entitled to delete authorisations by writing a request to this end to Magyar Posta from the e-mail address given in the course of registration as the e-mail address attributed to the person in the written contract, in which the main representative indicates the authorisations according to agreement codes to be deleted. If all the

authorisations according to agreement codes of an organisation's representative are deleted, the former representative will lose completely all the authorisations to represent that organisation with regard to the use of the eServices and business applications.

### 9.3. Other provisions related to processing user data

1) It is not possible for Customers to amend data given during the verified registration described in paragraph 1) of point 4.2.1 in the Central Registration. If it becomes necessary for a Registered Customer to change such data

- a) and the Registered Customer performed the verification of the simple registration in accordance with sub-point b) of point 4.1.2, the data may only be changed by deleting the verification and simultaneously carrying out a new simple registration together with the process of verification using the appropriate new data.
- b) and the Registered Customer performed the verification of the simple registration in accordance with sub-point a) of point 4.1.2, the amendment of the contract concluded with Magyar Posta to this end must be initiated in accordance with the provisions of the **MYPOST LOYALTY PROGRAMME GTC**.

2) It is not possible for Registered Customers to amend the natural person identification data of natural persons acting on behalf of an organisation who are deemed persons with verified registration based on paragraph 1) of point 4.2.1 in the Central Registration. Other data featuring with regard to such natural persons in the Central Registration may only be amended in the Central Registration by the main representative requesting the amendment of the written contract with regard to the data of the authorised representative to be changed. If the given natural person identification data differ from the data recorded by Magyar Posta in the Central Registration, Magyar Posta will create a new registration with the new natural person identification data and attribute the authorisation of the organisation to the new Registered Customer in the CWR.

3) The amendment of the natural person identification data of natural persons acting on behalf of an organisation who do not have verified registration based on paragraph 1) of point 4.2.1 and thus their data featured in the Central Registration originate only from their appointment described in paragraph 2) of point 4.2.2. is possible by the main representative requesting the amendment of the written contract with regard to the data of the authorised representative to be changed. Other data featuring with regard to such natural persons in the Central Registration may be amended in the same way.

4) The amendment of the natural person identification data of natural persons acting on behalf of an organisation who do not have verified registration based on paragraph 1) of point 4.2.1 and thus their data featured in the Central Registration originate only from their appointment described in paragraph 2) of point 4.2.2 but who have been authorised in the Central Registration by several organisations to act on their behalf is possible by the main representative requesting the amendment of the written contract with regard to the data of the authorised representative to be changed. If the given natural person identification data differ from the data recorded by Magyar Posta in the Central Registration, Magyar Posta will create a new registration with the new natural person identification data and attribute the authorisation of the organisation to the new Registered Customer in the CWR.

## 10. CUSTOMER OBLIGATIONS

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1) Browsers are able to save user names and passwords required to use different websites. For security reasons, the storage of log-in data in the browser is not recommended and they should be treated in a way that prevents access by others. It is the Customer's obligation to choose a password, if possible, that is not an existing word and is not connected to the registered person; passwords should be complicated and changed frequently.

2) The maintenance of the data of natural persons acting on behalf of an organisation and ensuring that the data recorded in the Central Registration are up-to-date is the responsibility of the organisation (main representative).

## 11. EXCLUSION OF LIABILITY

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1) The use of the Central Registration presumes that the Registered Customer is aware of and accepts the possibilities and restrictions offered by the Internet. The Registered Customer notes that it is the Customer's responsibility to assess the potential risks related to browsing and registration, and to ensure the safe use of his or her computer and the protection of the data stored in it. Magyar Posta is not liable for damages caused by force majeure or other events beyond its control including but not exclusively damages arising from or caused by:

- a) a delay in forwarding information;
- b) a software fault or an error in the Internet network, or other technical defect,
- c) a fault in the line or system.

2) On the website [WWW.POSTA.HU](http://WWW.POSTA.HU) there are options to go onto other websites via links. By navigating to these, the Registered Customer accesses pages maintained by other service providers where Magyar Posta has no influence over the processing of personal data, and Magyar Posta bears no liability whatsoever for the information and data published on the related web sites.

3) Magyar Posta bears no liability whatsoever for the following:

- a) for any damage or harm that can be traced back to any abuse caused by the use of the user name and password given in the course of registration by a person other than the registered natural person;
- b) for any damage or harm that can be traced back to any abuse caused by accessing messages sent to the e-mail address or mobile phone number given in connection with the verified registration by a person other than the registered natural person;
- c) for the authenticity of the identity of the main representative or the natural persons authorised to use the eServices and business applications on behalf of the organisation, and for their actions on behalf of the organisation;
- d) in relation to the application of the provisions of point 4.2.2, for any damage or harm that can be traced back to any abuse related to the decision made by the natural person authorised to represent the organisation about appointing the main representative or another natural person to have authority to act on behalf of the organisation;
- e) for system use activities falling under the exclusive authorisation of the main representative in accordance with paragraph 9) and/or 11) of point 4.2.2 as well as for performing data maintenance in accordance with paragraph 2) of point 10, or for any damage or harm that can be traced back to failure to do these;
- f) for any online arrangement of affairs or administration that contradicts the organisation's interests performed by any authorised representative of the organisation on the basis of the authorisations specified by agreement codes;
- g) for ensuring the potential ID Agent identification related to verified registration.

## 12. DATA PROTECTION

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### 12.1. Data controller

1) Personal data are controlled by Magyar Posta Zrt. (Registered office: 1138 Budapest, Dunavirág utca 2-6 Postal address: Budapest 1540, Company registration number: 01-10-

042463, Tax number: 10901232-2-44, e-mail address: [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu), website: [WWW.POSTA.HU](http://WWW.POSTA.HU)).

2) Contact details of the data protection officer: [adatvedelem@posta.hu](mailto:adatvedelem@posta.hu)

## 12.2. Range of data processed

1) Magyar Posta processes the following personal data that are connected to or can be linked to the Customer in relation to the simple registration described in sub-point a) of paragraph 1) of point 4 and thereafter in relation to logging in:

- a) Customer's given name and surname;
- b) user name;
- c) e-mail address;
- d) password;
- e) telephone number;
- f) billing address.

2) Magyar Posta processes the following personal data that are connected to or can be linked to the Customer in relation to the verification of the simple registration described in sub-point b) of paragraph 1) of point 4 and thereafter in relation to logging in:

- a) natural person identification data in accordance with paragraph 3) of point 2;
- b) user name;
- c) e-mail address;
- d) password;
- e) telephone number;
- f) billing address.

2/A) Magyar Posta processes data for the following purposes:

- a) personal data described in subpoints a), b) and d) of paragraph 1) and subpoints a), b) and d) of paragraph 2) in order to identify the Registered Customer;
- b) personal data described in subpoints c) and e) of paragraph 1) and subpoints c) and e) of paragraph 2) in order to forward messages related to implementing system settings connected with the use and performance of the eServices and certain business applications;
- c) personal data described in subpoint f) of paragraph 1) and subpoint f) of paragraph 2) in order to account for the price of the used eServices and certain business applications.

## 12.3. The legal basis of data processing

1) Magyar Posta informs the Customer and the person representing and acting on behalf of an organisation (hereinafter together referred to as the "data subject") that the personal data of data subjects are processed taking the following into consideration:

- a) as regards the personal data of natural persons – in view of their registration of their own initiative –, as the data subjects initiate the conclusion of a contract and expect its performance from Magyar Posta, subpoint b) of paragraph (1) of Article 6 of the General Data Protection Regulation and Section 13/A of Act CVIII of 2001 on certain aspects of electronic commerce and information society services;
- b) as regards the personal data of persons acting on behalf of an organisation, for the purposes of legitimate interests, Article 6(f) of the General Data Protection Regulation, and Section 13/A of Act CVIII of 2001 on certain aspects of electronic commerce and information society services;
- c) as regards data classified as accounting documents, paragraph (1) of Section 166 and paragraph (2) of Section 169 of Act C of 2000 on accounting (hereinafter referred to as the "Accounting Act").

2) The legitimate interest regarding the processing of the personal data of a person acting on behalf of an organisation is evident in that, without this, communication related to the performance of the contract and making online transactions on behalf of the organisation cannot be realised. Processing personal data also serves the interests of the organisation as Magyar Posta's customer because this enables the use of the eServices or any of the business applications on behalf of the organisation by a person who is authorised by the organisation to do so. Establishing the identity and right of representation of the person authorised to represent the organisation also serves the protection of personal data related to the organisation which are processed during the use of the eServices or any of the business applications.

3) It is the organisation's responsibility to ensure the legality of the transfer of the personal data of the person acting on behalf of the organisation to Magyar Posta.

#### **12.4. Purpose of data processing**

1) The purpose of data processing is to carry out registration and the administration related to registration, keeping contact related to this if necessary, and, based on the registration, to ensure continuous authorisation to access the eServices and certain business applications offered by Magyar Posta and the performance of the eServices and certain business applications accessed in this way.

2) Furthermore, Magyar Posta processes the personal data of the person acting on behalf of an organisation for the purposes of identifying the person authorised to represent the organisation, attributing the eServices or the business applications used by the organisation to the person acting on behalf of the organisation and thus performing the eServices or the business applications used by the organisation, and communication with the organisation.

#### **12.5. The duration of data processing**

1) Magyar Posta processes the data for 5 years after the termination of the access granted by the contract concluded by accepting these GTC and, in the event that Magyar Posta has a legal obligation arising from performance, the data are processed while the legal obligation exists irrespective of the expiry of the 5-year period. Thereafter the data will be deleted irrevocably.

2) Magyar Posta is obliged to store accounting documents generated in relation to the use of the eServices and certain business applications for 8 years as stipulated in the Accounting Act.

#### **12.6. Use of a data processor**

1) For processing data in accordance with these GTC, Magyar Posta uses as data processors Dorsum Informatikai Fejlesztő és Szolgáltató Zrt (Company registration number: 01-10-044594, Tax number: 12657496-2-41, Registered office: 1012 Budapest, Logodi utca 5-7. 3. em. 18, [www.dorsum.eu](http://www.dorsum.eu)), and Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland. The data reach Magyar Posta's systems automatically through the data processor's system and will be stored on the data processor's servers to the extent and for period of time that is technically essential for the automatic transmission of the data.

2) Magyar Posta does not transfer data outside the EGT member states (European Union member states and Norway, Lichtenstein and Iceland) even when using data processors. In the event that personal data are transferred outside the EGT member states (European Union member states and Norway, Lichtenstein and Iceland) for any reason, Microsoft Ireland Operations Limited undertakes to guarantee the appropriate level of protection of

personal data applying the contractual conditions stipulated in the annex of Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

### 12.7. Who may access the data?

1) The processed personal data may only be accessed by Magyar Posta's sales support and IT operations staff who operate the registration process and maintain registrations (deletion, solving entry problems, etc.). Personnel managing complaints related to registration and the services available through this as well as those checking the performance of the service also have access to these data. There are special units dedicated to regularly checking Magyar Posta'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.

### 12.8. Rights of the data subject

1) Magyar Posta must reply to the data subject's request without unjustified delay but within 1 month of the submission of the request at the latest. If the request is very complex or it cannot be performed by the deadline due to the large number of requests submitted, Magyar Posta is entitled to extend this deadline by 2 months while informing the data subject of this within 1 month. If for any reason Magyar Posta is unable to fulfil the data subject's request, it will likewise inform the data subject of the reasons for this within 1 month of the submission of the request.

2) Data subjects may exercise their rights related to the processing of their data by means of an application submitted to Magyar Posta using the following contact details:

By post:	Magyar Posta Zrt. Ügyfélszolgálati Igazgatóság 3512 Miskolc
By e-mail:	to the <a href="mailto:ugyfelszolgalat@posta.hu">ugyfelszolgalat@posta.hu</a> e-mail address
By phone:	on the 06-1-767-8282 telephone number
By fax:	on the 06-46-320-136 telephone number

3) In view of the provision stipulated by paragraph 3) of point 12.3, the representative of an organisation may submit his or her requests primarily to the organisation. The organisation must inform Magyar Posta without delay if, in accordance with the submitted request of the representative of the organisation, there is a change in the data of the representative of the organisation or such data may no longer be processed. In the event that the organisation requests Magyar Posta to delete the data of the person representing the organisation, the organisation is obliged to simultaneously appoint a new representative for the organisation and make the data of the new representative known to Magyar Posta.

4) If the contact person informs Magyar Posta of the request through the contact details given in paragraph 2), Magyar Posta will inform the organisation of the request in view of the provision stipulated in paragraph 3) of point 12.3.

#### 12.8.1. Request for access and information

1) At the data subject's request for information about the processing of his or her data, Magyar Posta will provide, in writing if so requested, all the requested information to the data subject. If the data subject does not specify the exact piece of information requested, in addition to his or her data, Magyar Posta will provide information about the following:

a) the purpose of processing the data subject's data;



- b) what data Magyar Posta processes;
- c) the persons Magyar Posta has disclosed or will disclose the data to;
- d) the duration of storing the data;
- e) the rights of data subjects in relation to processing their data;
- f) the source of the data;
- g) if Magyar Posta transfers data subjects' data outside the EGT member states (European Union member states and Norway, Lichtenstein and Iceland) or to an international organisation, the guarantee of appropriate data processing in such cases.

### 12.8.2. Request to correct (change) data

- 1) Data subjects may request that their data be corrected. In other words, data subjects may request the amendment of an erroneous or untrue piece of data and the processing of their true, correct piece of data. Data subjects submitting an application must support the authenticity of the new data and verify that they are entitled to request the change.
- 2) If it cannot be unambiguously assessed whether the data processed are correct or accurate, Magyar Posta will not alter the data, only restrict them until the accuracy of the data has been checked.

### 12.8.3. Request for restriction of processing

- 1) Data subjects may request Magyar Posta to restrict the processing of their data. In this case Magyar Posta will not use the data subjects' data, only store them.
- 2) Magyar Posta will restrict the processing of a data subject's data if the data subject
  - a) contests the accuracy of data processed but the accuracy of the data subject's data still needs to be verified,
  - b) opposes the erasure of his or her data and asks for them to be kept,
  - c) requests the keeping of his or her data in order to exercise a legal claim using them,
  - d) has objected to the data being processed and the justification of the objection is still being examined.
- 3) -<sup>4</sup>
- 4) -<sup>5</sup>

### 12.8.4. Objecting to data processing

- 1) In view of the fact that for natural person Customers data processing is required for the conclusion of a contract with the data subject and its performance, and it is based on Section 13/A of Act CVIII of 2001 on certain aspects of electronic commerce and information society services, and Section 169 of Act C of 2000 on accounting (hereinafter referred to as the "Accounting Act"), the Customer is not entitled to object.
- 2) The representative of an organisation, however, is entitled to object to the processing of his or her personal data as such data are processed by Magyar Posta based on a legitimate interest. If there is no legitimate compelling reason for Magyar Posta to continue to process the personal data of the representative of the organisation, Magyar Posta will delete such data.

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<sup>4</sup> Repealed on 25 May 2018.

<sup>5</sup> Repealed on 25 May 2018.

### 12.8.5 Right to data portability

- 1) In view of the fact that data processing is required for the conclusion of a contract with the data subject and its performance, and is based on Section 13/A of Act CVIII of 2001 on certain aspects of electronic commerce and information society services, the data subject may request Magyar Posta to transfer his or her electronically processed data that have been provided by the data subject to Magyar Posta in accordance with these GTC in an electronic form that enables the data subject to transfer the data to another data controller.
- 2) If in the request described in paragraph 1) the data subject specifies the other data controller to whom the data subject requests the data to be forwarded and Magyar Posta has the appropriate data connection to that data controller, Magyar Posta will transfer the data subject's data directly to the said data controller.

### 12.9. Provisions for legal redress

- 1) If the data subject has a complaint with regard to the processing of his or her data, the data subject may
  - a) make a report about the complaint to Magyar Posta's contact details given in paragraph 2) of point 12.8 or
  - b) seek redress before the Hungarian National Authority for Data Protection and Freedom of Information (address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c, postal address: 1530 Budapest, Pf.: 5, e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu) website: [WWW.NAIH.HU](http://WWW.NAIH.HU)) or
  - c) before the court based on their permanent or temporary place of residence.

### 12.10. Other provisions related to data protection

- 1) The data subject acknowledges that, if the data are deleted, Magyar Posta will be unable to provide the eServices and certain business applications.
- 2) A request for deletion may be submitted by data subjects with regard to their own registration, or by a data subject's relative in the event of the death of the data subject, by the data subject's guardian if the data subject is placed under guardianship fully limiting his or her legal competence, or by any applicant if his or her data have been abused.
- 3) Magyar Posta undertakes the obligation not to disclose personal data processed in the course of registration and thereafter in connection with logging in to any third person.

## 13. COPYRIGHT

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- 1) The content of the website and forms and related documents used by Magyar Posta in relation to registration 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 in whole or in part with the prior written permission of Magyar Posta.

## 14. SUSPENSION, MAINTENANCE

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- 1) Magyar Posta excludes liability for the Central Web Registration's inappropriate or incomplete operation during its suspension or period of maintenance.
- 2) Magyar Posta will inform Customers of any planned maintenance works on the [WWW.POSTA.HU](http://WWW.POSTA.HU) page or the electronic interface accessible through the Application carried out in relation to the use of the eServices or certain business applications as well as to the

preceding preliminary registration in the form of a system message posted on the [WWW.POSTA.HU](http://WWW.POSTA.HU) page in advance, at least 1 day before the planned maintenance work, unless the separate **PRODUCT SHEET** provides otherwise.

## 15. SUBMITTING AND HANDLING COMPLAINTS

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### 15.1. General provisions

1) Unless these GTC or the separate **PRODUCT SHEET** provide otherwise, Customers can also submit complaints in person while arranging their affairs at postal service outlets at any time during opening hours by entering a comment into the Complaints Book available there, or, if using the mobile post service, during the mobile post's period of stay at the designated access point.

2) Complaints and objections received by customer service by phone and electronic means (e-mail, [posta.hu](mailto:posta.hu)) are recorded, advising Customers of this at the start of the call. Magyar Posta keeps the voice recording for 5 years and at the Customer's request, free of charge, within 30 days of receiving a request to this effect, will

- a) ensure that the voice recording can be listened to at the customer service points given in paragraph 2) of point 1;
- b) make an electronic copy of the voice recording available (at most once for each recording).

3) Magyar Posta keeps an electronic register of complaints and objections submitted in accordance with paragraphs 1) and 2) and the method of dealing with them. Magyar Posta retains the complaints and objections and the answers to them for 5 years. The date of entering a complaint or objection in the register is the date the complaint or objection is uttered in the case of verbal complaints and objections, and the date of receipt by Magyar Posta for written complaints and objections.

4) For written complaints and objections, Magyar Posta informs the Customer of the result of the investigation in writing within 30 days of being notified of the complaint unless the separate **PRODUCT SHEET** provides otherwise.

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")<sup>6</sup> does not accept the answer to a complaint or objection, or Magyar Posta does not reply to the complaint or objection within the given deadline, the Customer may turn to the **DISTRICT OFFICE WITH COMPETENCE** based on his or her permanent or temporary place of residence with regard to the complaint.

6) In order to provide for the out-of-court settlement of any disputed matter arising in relation to the complaint or objection, the Customer classified as a consumer under the rules of the Consumer Act applying to arbitration boards<sup>7</sup> may also turn to the Arbitration Board 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.

### 15.2. Other provisions related to submitting and handling complaints

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<sup>6</sup> Under Section 2(a) of Act CLV of 1997, a consumer is a natural person acting for purposes falling outside his or her individual occupation or business activity who purchases, orders, receives or uses goods, or is the addressee of commercial communication or commercial offers related to the goods.

<sup>7</sup> In the application of rules pertaining to arbitration boards, apart from the above, a non-governmental organisation, ecclesiastical legal entity, condominium, housing cooperative, or micro, small or medium-sized enterprise acting for purposes falling outside its 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 may also be classified as a consumer.

1) Customers may also notify Magyar Posta of a potential change in their data that can be made in accordance with the provisions of these GTC and the separate PRODUCT SHEETS as well as of any complaints or objection related to an eService used by completing the online form given in **ANNEX 3** as appropriate and sending it by electronic means to one of the contact details given in paragraph 2) of point 1.