



**Magyar Posta**

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**ELECTRONIC COMMERCE SERVICE  
GENERAL TERMS AND CONDITIONS**

## 1. General data and contact details

### 1.1. Name and address of service provider

Magyar Posta Zártkörűen Működő Részvénytársaság

Registered office: 1138 Budapest, Dunavirág utca 2-6

Postal address: Budapest 1540

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

Tax identification number: 10901232-2-44

### 1.2. Contact details of Central Customer Service

Contact details of Central Customer Service	Customer Service for private customers	Customer Service for business customers
Customer Service in person	1101 Budapest, Üllői út 114-116	1101 Budapest, Üllői út 114-116
Postal address	3512 Miskolc	3512 Miskolc
Telephone number	+36-1-767-8282	+36-1-767-8272
Fax number	+36 (46) 320-136	+36 (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 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m.	From 16 January to 31 October Monday to Friday 8 a.m. to 6 p.m., from 1 November to 15 January Monday to Friday 8 a.m. to 7 p.m.
Hours for customer service in person	Monday to Wednesday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m., Friday 8 a.m. to 4 p.m.	Monday to Wednesday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m., Friday 8 a.m. to 4 p.m.

Other contact details of customer service are given on the page [CUSTOMER SERVICE](#) on Magyar Posta's website and information on Magyar Posta's contact details is available in the document [POSTAL CONTACTS](#) published on Magyar Posta's website.

#### 1.3. Online contact

Address: [WWW.POSTA.HU](http://WWW.POSTA.HU)

#### 1.3.

#### 1.4. Availability of the General Terms and Conditions

These General Terms and Conditions (hereinafter: GTC) are available on the website of Posta under [GENERAL TERMS AND CONDITIONS](#). The GTC can be downloaded in pdf format, stored and printed in this format.

#### 1.5. Intermediary service provider providing web hosting for Magyar Posta

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

## 2. Introductory provisions

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- 2.1. The present GTC contain the legal terms and conditions for orders and purchases made on the website [WWW.POSTA.HU](http://WWW.POSTA.HU) operated by Posta.  
Any issue not covered by these GTC is governed by the provisions of Act V of 2013 on the Hungarian Civil Code (hereinafter: Civil Code), Act CVIII of 2001 on certain issues of e-commerce services as well as services related to information society for purchases in webshops (hereinafter: Act on E-commerce Services), Government Decree 45/2014 of 26 February 2014 on the detailed rules of agreements between consumers and businesses (hereinafter: Government Decree), Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter as: Info Act) as well as those set forth in general terms and conditions for the given product.
- 2.2. The contract is concluded in a non-written form by the customer (hereinafter: the Customer) electronically ordering the chosen items in Hungarian or English on the online interface accessible in Hungarian and English (hereinafter: the webshop). The thus concluded contract is not registered separately, it is not deemed a contract made in written form, but can be invoked later by the order number.
- 2.3. By registering, prior to confirming the order, the Customer states being aware of, and accepting to be bound by the present GTC and the special rules and general terms and conditions applying to products sold via the Electronic Commerce Service ([GTC FOR PHILATELIC SERVICES, GTC FOR DISTRIBUTION SERVICES TO NEWSPAPER SUBSCRIBERS, GENERAL TERMS AND CONDITIONS](#)).
- 2.4. Posta is entitled to unilaterally amend the GTC and the special rules and general terms and conditions' applied regarding products sold via the Electronic Commerce Service at any time without stating reasons and without previous notice with the proviso that the changes may not affect the orders currently being processed. Posta shall publish the amendment to the GTC at least 8 days before the changes enter into force, and post the notice about the change on its website, under [OTHER GENERAL TERMS AND CONDITIONS, PAGE 2](#).
- 2.5. -<sup>1</sup>
- 2.6. The main features of the products and services offered in the webshop are stated in the description of each product.
- 2.7. Posta the written and visual information given on the website with due care, but points out that the information may be subject to change and may contain typographical errors.

## 3. Products that can be ordered via the Electronic Commerce Service (products available online)

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- 3.1. The following product groups can be ordered in the webshop:

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<sup>1</sup>Repealed on 1 March 2014

- 3.1.1. Chip-Card readers and tax forms** (for special rules on ordering tax forms electronically, see Annex 1)
- 3.1.2. Stamp subscriptions**
- 3.1.3. Philatelic products**
- 3.1.4. Your Own Stamps**
- 3.1.5. Coins and coin sets<sup>2</sup>** (for special rules on ordering coins and coin sets electronically, see Annex 2)
- 3.1.6. Envelopes and Packing boxes**
- 3.1.7. Prepaid postal products**
- 3.1.8. <sup>3</sup>**
- 3.1.9. Private letter-boxes**
- 3.1.10. <sup>4</sup>**
- 3.1.11 Newspaper subscription**

#### **4. Registration and log-in**

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- 4.1. To order through the webshop, a consolidated MyPost registration is required. For this an online form must be filled in. Posta reserves the right to refuse any request for registration, if the user provided untrue or insufficient data on the registration form, or if the data or circumstances indicate that the purpose of registration is not the proper use of the website.
- 4.2. Posta is entitled to delete the registration in case of abuse, illegal behaviour or an illegal act by the user is perceived while using the web page (browsing or ordering).
- 4.3. Registered users can log in by entering their user name and password set during registration, either before or after compiling the contents of their basket<sup>5</sup> using the "LOGIN" function. After logging in the User is free to change registered data and view previous orders. One may revoke consent of handling their personal data provided in the course of registration via e-mail to Customer Service at [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu), calling at +36 (1) 767-8282, or sending a letter to Magyar Posta Zrt. Ügyfélszolgálati Igazgatóság, H-3512 Miskolc, or sending a fax to +36 46/320-136 providing the identification data (family name, first name, username, e-mail address, phone number). In case the User wishes to make another order after their data have been deleted, one must register again.
- 4.4. Registered Users may only make purchases and act in their own behalf, while for business organisations the duly authorised natural persons may make purchases and act on behalf of the organisation. Regarding the activity of any person acting without due entitlement or authorisation, the principle of Negotiorum gestio of the Civil Code shall apply.
- 4.5. In order to purchase any products the User must log in at each case.

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<sup>2</sup> Between 27 March 2014 and 15 July 2014 Posta did not apply the provisions included in this section.

<sup>3</sup> Repealed on 10 February 2017

<sup>4</sup> Repealed on 10 February 2017

<sup>5</sup> Virtual basket, in which the Purchaser places the products she/he wishes to buy.

## **5. Orders, steps of contract conclusion**

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### **5.1. Placing an order of a basket (or cart) containing homo- or heterogeneous products<sup>6</sup> from the following list: tax forms, card readers, philatelic products, coins, coin sets, prepaid postal products, envelopes, packing boxes, letter boxes and newspaper subscription**

**5.1.1.** The Customer can compile an order by placing the products into the cart. The process of ordering can be started by clicking the “ADD TO CART” button next to the product. In order to buy more than one of the same product, the Customer can enter the desired number of items next to the price of the product after placing the item in the basket.

**5.1.2.** Only items that are in stock in the webshop may be ordered. In case of low stock, an item may become unavailable as the order is being made. In such cases Posta shall contact the Customer without delay to inform that the item is out of stock and to suggest a substitute.

**5.1.3.** By clicking on the “Cart” button the actual content of the basket may be viewed, removed or changed. Placing the order can be started using the “Checkout” button.

**5.1.4.** The Customer can correct any errors of data input, remove items from the basket or change the quantity of items ordered at any stage of the ordering process.

### **5.2. Ordering stamp subscriptions**

**5.2.1.** A stamp subscription cannot be ordered in the same basket together with other products. If the Customer wishes to order other types of product as well, a separate order must be placed.

**5.2.2.** After selecting the product, the Customer must set the desired parameters of the product he wishes to subscribe for, which can be the following: stamp or stamp on a cover, mint or cancelled.

**5.2.3.** Furthermore the frequency of delivery must be chosen. If the Customer chooses

**5.2.3.1.** Yearly delivery, the stamps will be delivered together at the end of the year in question;

**5.2.3.2.** Half-Yearly delivery, the stamps will be delivered twice a year (in July and December);

**5.2.3.3.** Quarterly delivery, the stamps will be delivered four times a year (in April, July, October and December).

**5.2.4.** For Customers who order a stamp subscription, Posta guarantees that the number of items ordered will be delivered of the stamps to be issued during the year.

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<sup>6</sup> A basket with mixed items from different product groups.

**5.2.5.** The fee for ordering the subscription is the selling price of the service ordered plus service charge.

**5.2.6.** Only debit/credit cards may be used for payment.

### **5.3. Editing and ordering Your Own Stamp**

**5.3.1.** The Customer may start an order for Your Own Stamps in the webshop by clicking the “Edit” button next to the Your Own Stamp products.

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

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

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

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

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

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

### **5.4. Newspaper subscription**

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

**5.4.2** At Posta one can subscribe for

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

5.4.2.2 newspapers published abroad to be delivered in Hungary.

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

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

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

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

- 5.4.4.2 If the subscription is made on or before the 21<sup>st</sup> day of the month, the first day of the subsequent month can still be selected as the first day of its execution,
  - 5.4.4.3 If the subscription is made after the 21<sup>st</sup> day of the month, the first day of the subsequent month cannot be chosen as the start day of execution, i.e., the subscription will start one month later,
  - 5.4.4.4 Aside from the above, a later (even several months) date may also be selected as the start date of the subscription, providing that it is the first day of the month.
  - 5.4.4.5 For newspapers that are published on 12 occasions a year or less, the above deadlines does not apply in the definition of the “Start date” of subscription in the order. In such cases, the “Start date” of subscription may be different from the first delivery date.
- 5.4.5 The subscription contract is established for an indefinite term based on the order for the service and the payment of the subscription fee(s) made only in compliance with Section 6.2.
- 5.4.6 The subscription fees are stated in HUF, based on which the invoice is issued to the Customer. Transfers shall be made in HUF. In the case of the reversal of the subscription fee, Magyar Posta shall also transfer the remaining subscription fee in HUF, and the possible conversion of this amount to a foreign currency shall be ensured by the Customer’s bank.
- 5.4.7 Posta delivers the ordered newspaper to the specified delivery address.
- 5.4.8 No further costs, incurred by Magyar Posta, other than the subscription fee - payable only in compliance with Section 6.2 - may be charged to the Customer in relation to the order and execution of the service. The Customer’s bank may charge other costs for settlement in a foreign currency.

## **5.5. Selecting the delivery and payment method**

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

## **5.6. Order confirmation**

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

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

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

## 6. Payment methods

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

6.1.1. The Customer may choose to pay for the goods ordered using the "Delivery after payment" letter service or the "Payment for goods" parcel service while completing the order form, provided a domestic delivery address. In case of an international destination, payment can only be made online.

6.1.2. With the "Delivery after payment" letter service or the "Payment for goods" parcel service, the price of the ordered goods and the service charge must be paid on delivery.

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

- in cash upon delivery or by bank card if the postman carries a POS terminal suitable for the payment;
- in cash upon collection at partners of Posta and with bank cards at those postal service locations that are equipped with adequate IT devices, (published on the Posta website) at certain marked workstations.

## 6.2. Online payment

6.2.1. **Online payments are not made on Posta's website, rather** on a site operated by OTP Bank Nyrt. in compliance with the rules and security regulations of international credit card networks.

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

6.2.3. The payment page will perform the transaction and communicate its result to the webshop, which advises the Customer of the result of the transaction.

## 7. Delivery methods and deadline, delivery charge

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The amount of the current service charge will be displayed while the online order is being placed.

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



- 7.1.1. With the exception of newspapers ordered in newspaper subscription, a postal service point may also be chosen as the delivery location for ordered goods. The customer may collect the ordered newspaper at a postal service point only if a post box is specified in the newspaper subscription order as the delivery address.
- 7.1.2. Any postal service point may be chosen as the place of collection **PERMANENT POSTAL SERVICE POINTS**.
- 7.1.3. Posta informs the Customer by e-mail on the day the product has been forwarded to the postal service point.
- 7.1.4. The product can be collected during the opening hours of the chosen postal service point.
- 7.1.5. The Customer must collect the ordered goods within 10 working days following the item's arrival at the postal service outlet.

## 7.2. Delivery

- 7.2.1. The Customer may request the product to be delivered to an address.
- 7.2.2. Posta will attempt delivery twice. If neither of the delivery attempts is successful, the Customer may collect the item at the postal service point marked on the notification within 10 working days following the second delivery attempt.

## 7.3. Delivery deadline

- 7.3.1. Delivery is made by Post. The invoice, as well as a **SUMMARY OF THE GTC IN ANNEX 4**<sup>7</sup>, will be sent together with the item to the given delivery address. The details given on registration will feature as the Customer's details on the invoice. Ordered goods will be posted within 15 working days following the date of order for domestic deliveries and within 30 working days for deliveries abroad (except for Stamp subscriptions and Your Own Stamps) (with the exception of the provisions of Sections 7.3.3 and 7.3.4).
- 7.3.2.<sup>8</sup>
- 7.3.3. Information regarding delivery deadlines of stamp subscriptions and for Your Own Stamps can be found in the "Filatéliai szolgáltatások ÁSZF"
- 7.3.4 Information regarding delivery deadlines of subscribed newspapers can be found in the **GTC FOR DISTRIBUTION SERVICES TO NEWSPAPER SUBSCRIBERS**.

## 7.4. Delivery fees (HUF)

With the exception of newspapers ordered in a newspaper subscription, a delivery fee is charged per order.

The service charge is subject to 27% VAT.

Delivery method	net (HUF)	gross (HUF)
Delivery to Postal service point within Hungary	472 HUF	<b>600 HUF</b>
Delivery within Hungary	630 HUF	<b>800 HUF</b>
Non-priority delivery outside Hungary	1,063 HUF	<b>1,350 HUF</b>
Priority delivery outside Hungary	1,732 HUF	<b>2,200 HUF</b>

<sup>7</sup> Based on the information obligation stated in Government Decree.

<sup>8</sup> Repealed on 1 March 2014

“Stamp subscription” delivery within Hungary, per delivery	236 HUF	<b>300 HUF</b>
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Card readers and tax forms are delivered to addresses within the country and postal service locations free of charge.

## 8. Price, delivery, warranty, cancellation

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

8.1.1. Customers, who registered online, can order products online against the payment of both the purchase price of the product and the charge for the postal service offered for the possible delivery.

8.1.2. The price indicated next to the product in the webshop is the product’s sales price, which includes VAT, if the product is subject to value added tax, but does not include the charge for the postal service offered for delivery, if applicable. The system automatically calculates a service charge of HUF 0 for product groups on which Posta makes no extra charge for the delivery. The asking price is valid at the given moment, and for products on special offer for the period of time advertised on the web page, and is only finalised when Posta sends confirmation after the order has been placed as described in section 5.6.

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

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

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

8.1.6. After the order is forwarded, the Customer deemed consumer<sup>9</sup> as defined by the Civil Code (hereinafter: Customer as the Consumer) may cancel the contract, or, if the performance of the service based on the order began within that deadline, may terminate the contract, without any obligation to state a reason, but not later than

8.1.6.1. within 14 days of receiving the ordered goods by the Customer or by a third party designated by them, other than the carrier if the item ordered was/were a product(s),

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

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<sup>9</sup> Consumers as defined in article 8:1 section (1) 3 of Civil Code are natural persons acting beyond their profession, their independent employment or business activity.

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

- 8.1.7.1. prior to receiving the ordered goods, informing customer service of the cancellation of the order in writing (by post, fax or e-mail) or verbally (in person, by phone),
- 8.1.7.2. by refusing to accept the ordered product at the time of its delivery,
- 8.1.7.3. by informing **CUSTOMER SERVICE** in person, in writing (**DECLARATION OF CANCELLATION** described in Appendix no 1, by post, fax or e-mail) or verbally (by phone) by the 24<sup>th</sup> hour of the 14<sup>th</sup> day following the day the product was received (or the date of entering into a contract in the case of a contract to provide a service), and posting the product(s), which was (were) ordered but returned due to cancellation, and as far as possible together with the invoice to customer service within 14 days of communicating the cancellation of the contract, or handing over them in any other verifiable manner. The Customer is responsible for the payment of returning the product and for confirming that the declaration of cancellation has been made in due time. Products, which have been returned as a letter “with Delivery after payment” or as a postal parcel posted with “Payment for goods” additional service, will not be accepted by Posta. In case of cancellation no further costs will be borne by the Customer in addition to the costs of returning.

8.1.8. If the price of the ordered product (including the costs of delivery) has been paid by the Customer as the Consumer, Posta will refund the amount to the Customer as the Consumer immediately, but within no later than 14 days of learning about the cancellation. The refund may be withheld as long as the Customer as the Consumer has returned the product, or (if it occurs earlier) has proven the return thereof without any doubt.

8.1.9. With Your Own Stamp orders there is no cancellation option (according to the Government Decree) as this is a custom product, the production of which has been carried out upon the explicit request of Customer as consumer. With newspaper subscription if delivery has already been started based on the Customer’s order, the Customer is only entitled to a pro rata subscription fee, prevailing for the outstanding subscription period.

8.1.10. In case of ordering other products or services the Customer can exercise the right of cancellation according to those set forth in section 8.1.6 to 8.1.7, but is responsible for any depreciation, which may arise from the use exceeding the use necessary for the identification of the nature, features and operation of the product. Posta reserves the right to determine the price of the depreciation, which may arise from the use beyond this.

8.1.11. Warranty, guarantee

Posta renders warranty and guarantee for the ordered products, services according to the rules of the Civil Code providing that the statutory conditions prevail (the period of guarantee applicable to card readers is given in Annex 3). For further details of the conditions thereof see **WARRANTY SPECIMEN INFORMATION** in Appendix no 3. In case of

faulty performance (failure in quality) the Customer is obliged to inform Posta in a complaint at the customer service contact details given in point 1.2 without delay after detection of the failure – within two months in case of Customers as the Consumers – by indicating the data required for the **RECORD** illustrated in Appendix no 2. Customer is responsible for any damage arising from the delay of the said information.

8.1.11.1.<sup>10</sup>

8.1.11.2.<sup>11</sup>

8.1.11.3.<sup>12</sup>

## 9. Exclusion of liability

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

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

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

## 10. Data protection

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

10.2. Legal basis for data handling:

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<sup>10</sup> Repealed on 21 November 2015

<sup>11</sup> Repealed on 21 November 2015

<sup>12</sup> Repealed on 21 November 2015

- a) the voluntary consent of the relevant person by taking account of the proposal of the Customer for the performance of the order;
- b) Section 13/A of Act on E-commerce Services;
- c) the Civil Code;
- d) Act C of 2000 on Accounting.

10.3. Posta will use the personal particulars for 5 years following the contract performance, the accounting documents for 8 years, if there is a legal obligation for Posta arising from the performance of the order, it remains until the existence of the legal obligation irrespective of the terms referred to in the foregoing.

10.4. Information on the use of data, as well as the correction, deletion or blocking of the data can be requested by providing the identification data (family name, first name, username, e-mail address, phone number) at any time, and any objection against data handling can be made at any time by e-mail sent to Customer Service at [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu), or by phone (+36 (1) 767-8282), or by mail (Magyar Posta Zrt. Ügyfélszolgálati Igazgatóság, H-3512 Miskolc), or by fax (06 46/320-136).

Upon request, Posta will give information to the Customer on their data handled by Posta or processed by Posta or by the data processing entity charged according to Posta's instruction, on the sources of the data, the purpose, legal basis, duration of data handling, the name, address of the data processing entity and its activity related to data handling, on the circumstances, effects of the incident for data protection, and on the actions taken for the elimination thereof, furthermore – in case the particulars of Customer are transmitted – on the legal basis and the addressee of the data transmission. The said information is free of charge, provided that those asking for information have not submitted any request for information for the same range of data in the current year to Posta. Otherwise a service fee related to fulfil the request shall be charged based on Section 15. paragraph (5) of Info Act a.

Personal data will be corrected by Posta, if the personal data are not correct, and the correct personal data are available to Posta.

Posta will delete the data upon request – with the exception of obligatory data handling. Instead of deletion Posta will block the personal data, if so requested by Customer, or if according to the available information it can be assumed that the deletion would hurt the rightful interests of the relevant person. The personal data blocked may exclusively be handled as long as the purpose of data handling exists, which has excluded the deletion of personal data.

In case an objection is submitted against the handling of the data, Posta will examine the objection within the shortest possible time of the submission of the objection, but not later than within 15 days, it will decide on the justifiability thereof, and will inform the Customer in writing regarding its decision.

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

10.6 If according to Customer's opinion their data are handled in a detrimental manner, one can ask for remedy from the court, or from the Nemzeti Adatvédelmi és Információszabadság Hatóság (Hungarian National Authority for Data Protection and Freedom of Information).

## 11. Copyright

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

## 12. Complaints

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

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

**12.3** For further details of complaint handling, see **CUSTOMER SERVICE** and **COMPLAINT COMPENSATION** published at the website of the Posta.

**12.4** If the Customer as the Consumer in accordance with Act CLV of 1997 on consumer protection<sup>13</sup> (hereinafter referred to as the CP Act) does not accept the answer given to the complaint or Magyar Posta does not reply to the complaint within the deadline set for answering, the Customer as the Consumer may turn to the DISTRICT OFFICE with competence for the User's place of residency or stay with regard to the complaint.

In order to provide for the out of court settlement of any disputed matter arising in relation to the complaint, the User qualified as a consumer pursuant to the rules of the CP Act applying to conciliatory councils<sup>14</sup> may also turn to the **CONCILIATORY COUNCIL** with competence for the User's place of residence or stay. The address of the locally competent Budapest Conciliatory Council according to the seat of Magyar Posta is 1016 Budapest, Krisztina krt. 99.

**12.5.** Customers classified to the complaints of the Hungarian Civil Code may also submit their applications through the EU online dispute settlement platform.

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

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<sup>13</sup> In accordance with Section 2 point a) of Act CLV of 1997, a consumer is a natural person acting for purposes falling outside his or her profession, individual occupation or business activity who purchase, order, receive or use goods, or is the addressee of commercial communication or commercial offers related to the goods.

<sup>14</sup> In the application of rules pertaining to conciliatory councils, apart from the above, a consumer may also constitute a non-governmental organization, ecclesiastical legal entity, condominium, housing cooperative, or micro, small or medium-sized enterprise acting for purposes falling outside its profession, individual occupation or business activity who or which purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods.