

## MAGYAR POSTA ELECTRONIC COMMERCE SERVICE GENERAL CONTRACTING TERMS AND CONDITIONS – EXTRACT

**8.1.6.** After the order is forwarded, the Customer<sup>1</sup> deemed consumer 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.** 14 days of receiving the ordered product by the Customer or by a third party designated by them, if the item ordered was a product, **8.1.6.2.** and within 14 days of the date of entering into a contract if the item ordered was a service.

**8.1.7.** The Customer as the Consumer may indicate his 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 the Customer Service<sup>2</sup> 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 the Customer Service in person, in writing (Declaration of Cancellation described in Annex no 1 of the GTC, 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 the 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 postal parcel posted as goods payment with 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 /service (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 as this is a custom product, the production of which has been carried out upon the explicit request of Customer as consumer. If delivery already started based on the Customer's newspaper subscription 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 his right of cancellation according to those set forth in section 8.1.6 to 8.1.7, but he himself 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 and customer service contact information are included in Annex 4 of the GTC). For further details of the conditions thereof see Warranty Specimen Information in Annex 3 of the GTC. In case of faulty performance (failure in quality) the Customer is obliged to inform Posta on his complaint at the Customer Service contact details without delay after detection of the failure – within two months in case of Customer as the Consumer – by indicating the data required for the Record illustrated in Annex 2 of the GTC. Customer is responsible for any damage arising from the delay of the said information.

**Annex 3 of the GTC:** Pursuant to Government Decree No. 151/2003. (IX. 22) on compulsory guarantee for consumer durables, Reiner cyberJack RFID basis card reader is covered by a guarantee for a period of one year from the delivery of the product, while Reiner cyberJack RFID standard HUN card reader is covered by a guarantee of a further 1 year, i.e. in total 2 years.

**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 the Customer Service, and by entering a comment into the Customers Book at the postal service point selected as the place for making complaints. For further details of complaint handling, see CUSTOMER SERVICE and COMPLAINT\_COMPENSATION published at the website of Posta.

**12.2.** If the User qualified as a consumer in accordance with Act CLV of 1997 on consumer protection<sup>1</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 User may turn to the district office with competence for the User's place of residence 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>2</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.

12.3. Customers as Consumers may also submit their complaints through the EU online dispute settlement platform with the exceptions given in the CP Act <https://webgate.ec.europa.eu/odr>

**GTC OF NEWSPAPER SUBSCRIPTION 4.3.1.2.** point 1) After the subscription fee is paid, the Customer<sup>1</sup> deemed a consumer may cancel the contract without any obligation to state a reason, or, if the delivery of the subscribed paper based on the order began within that deadline, may terminate the contract within 14 days from the date of the payment. 3) The Service Provider shall return the paid subscription fee within 14 days from learning about the cancellation of the contract. If delivery already started based on the Subscriber's order, the Subscriber is only entitled to a pro rata subscription fee, prevailing for the outstanding subscription period.

**Availability of the Electronic Commerce Service General Contracting Terms And Conditions online:** [https://www.posta.hu/ugyfelszolgalat/aszf/egyeb\\_aszf\\_2](https://www.posta.hu/ugyfelszolgalat/aszf/egyeb_aszf_2)

**Availability of the General Terms and Conditions for Newspaper Subscribers online:** [https://www.posta.hu/static/internet/download/EASZF\\_I\\_Hirlap\\_elfozetoi\\_ASZF.pdf](https://www.posta.hu/static/internet/download/EASZF_I_Hirlap_elfozetoi_ASZF.pdf)

<sup>1</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 purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods.

<sup>2</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 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.

<sup>1</sup>Pursuant to Article 8:1(1) 3 of the Civil Code consumer shall mean any natural person acting for purposes which are outside his trade, business or profession.

<sup>2</sup>Retail Customer Service: H-1062 Budapest, Teréz krt. 51.-53., postal address: 3512 Miskolc, phone: +36 (1) 767-8282, telefax: +36 (46) 320-136, e-mail: [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu)

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 purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods. In the application of rules pertaining to conciliatory councils, with the exception of the application of **Regulation (EU) No 524/2013 of the European Parliament and of the Council** of 21 May 2013 on online dispute resolution for consumer disputes and amending **Regulation (EC) No 2006/2004** and **Directive 2009/22/EC**, apart from the above, a consumer may also constitute a non-governmental organization, ecclesiastical legal entity, condominium, housing cooperative acting for purposes falling outside its profession, individual occupation or business activity who or which purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods.

Date of entry into force of last modification: 1 January 2024