



**ELECTRONICALLY ORDERED POSTCARD (E-POSTCARD) SERVICE
GENERAL TERMS AND CONDITIONS**

1. GENERAL DATA, CONTACT DETAILS

1.1. Service Provider's name and address:

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

1.2. Contact details of Customer Service Directorate (hereinafter as: Customer Service)

Customer Service contact details	Customer Service for private customers
Customer service in person	Budapest X. ker Üllői út 114-116.
Service Provider's mail address	3512 Miskolc
Telephone number	06-1-767-8282
Fax number	06-46-320-136
E-mail	ugyfelszolgalat@posta.hu
Hours for phone service	Monday to Wednesday and Friday 8 am to 5 pm, Thursday 8 am to 8 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.

1.3. Online contact details: WWW.POSTA.HU

1.4. Access to the General Terms and Conditions

The present General Terms and Conditions (hereinafter as: GTC) are available on Magyar Posta's General Terms and Conditions page.

2. INTRODUCTORY PROVISIONS

1) Magyar Posta Zrt. (hereinafter as: Magyar Posta) provides the electronically ordered postcard service (hereinafter as: e-postcard service) according to the present GTC.

2) As part of the utilization of the e-postcard service, Magyar Posta provides templates to ensure the editing and compiling of unique postcards, as well as the selection and editing of thematic postcards featuring text and subsequently the dispatch of said postcards in a printed form.

3) The e-postcard service includes

- a) the editing and compiling of e-postcards as well as an option to place orders through the use of universal application (hereinafter as: application) operated by Magyar Posta under the name of Sender and
- b) producing a printed form of the e-postcard, and
- c) the performance of the utilized postal service (e-postcard delivery).

4) The present GTC determines the conditions for utilizing the e-postcard service, however, the performance of the postal services comprised in the e-postcard service shall be governed by the provisions of the **POSTAL SERVICES GTC** (hereinafter as: PS GTC).

5) Any matters not covered in the present GTC and PS GTC shall be governed by Hungarian law, in particular the provisions of Act V of 2013 on the Hungarian Civil Code (hereinafter as: CvC.), Act CVIII of 2001 on certain issues of electronic commerce activities and information society services, (hereinafter as: (EC Act), Government decree no. 45/2014 on the detailed rules of contracts concluded between consumers¹ and traders (II. 26.) (hereinafter as: Decree), Act CXII of 2011 on informational self-determination and freedom of information (hereinafter as: Info Act), Act CLIX of 2012 on postal services (hereinafter referred to as: Post Act), on the detailed rules for the provision of postal services and postal service related to official documents, as well as Government decree no. 335/2012 on the general terms and conditions of postal service providers, and items excluded from postal services or items that may only be carried upon certain conditions, (XII. 4.) (hereinafter referred to as: (Govr. D.)

6) According to the conditions determined by the present GTC, the contract enters into effect without any written statement and subsequent to the ordering of the edited and compiled e-postcard created through the application available in Hungarian and English languages, by the confirmation provided by Magyar Posta in accordance with sub-item c) item 3. paragraph 4), for the fixed duration of the performance of the undertaken services. The contract thus formulated will not be recorded separately and does not constitute a written agreement, yet can be traced at a later date by the order number. Non-confirmed orders form no liabilities for Magyar Posta who will take measures with no delay for the re-transfer of any previously possibly fulfilled payments.

7) Magyar Posta will make the current provisions available within the application, as well as through its website (Miscellaneous General Terms and Conditions) for the sake of the User.

8) Magyar Posta is entitled to unilaterally amend the present General Terms and Conditions at any time without stating a reason and without giving separate notice with the proviso that the changes may not affect the orders currently being processed. Magyar Posta will publish any changes to the GTC at least 8 days prior to the changes entering into effect. Notices on said changes will be published through its website under the General Terms and Conditions page.

9) For more information on Magyar Posta's data handling and data protection statement, please refer to item no. 9 of the present GTC and the Data protection statement. The data processors used during the performance of postal services is listed at the www.posta.hu website.

3. CONDITIONS FOR USE OF THE SERVICE

1) The e-postcard service may be utilized by natural persons with a legal capacity as well as legal persons and natural persons authorized to represent other organizations (hereinafter as: organization) (hereinafter as: User). For the activities of persons lacking legitimation or authorisation, the rules of the CvC on quasi contract are applicable.

2) The utilization of the e-postcard service requires no preliminary registration.

¹ According to item (1) 3. of section 8:1 of the CvC., consumers are natural persons acting beyond the scope of their profession, individual occupation or business activity.

3) The User

- a) may utilize the e-postcard service through an application previously downloaded to a mobile phone or tablet;
- b) before initiating download or dispatching an order, must check the “I ACCEPT”) button, thus explicitly stating that they are aware of and accept the contents of the GTC and undertake to uphold said provisions;
- c) may edit and compile the e-postcard, providing the data of the addressee(s) and designating the desired number of pieces (this number of ordered e-postcards are placed in the User’s virtual cart);
- d) subsequently, will provide his or her name, address and e-mail address in order to draw up the invoice;
- e) will provide all information necessary for the order in full;
- f) will indicate separately whether or not they request the e-postcard to be delivered in an envelope;
- g) may correct any errors of data input, remove items from the basket or change the number of items ordered during the ordering process;
- h) will provide bank card details subsequent to finalizing the order in order to settle the equivalent sum of the e-postcard service - including the value added tax (VAT) as set by the prevailing laws - through a vPOS payment arrangement, solely by utilizing online vPOS payment;
- i) by accepting the current GTC, will agree to the electronic issuing/acceptance of the invoice in accordance with paragraph 4) sub-item h);
- j) will acknowledge that any possible risks related to the order will fall on the User and that they themselves must provide for the safe usage of the mobile phone or tablet and protection of the data stored on said devices.

4) Magyar Posta

- a) in order to provide for the utilization of the e-postcard service, will operate universal applications which adhere to
 - aa) Android: minimum 4.2.2 version (mobile phone and tablet);
 - ab) iOS: minimum 9.3.2 version (mobile phone and tablet);system requirements in order to allow for the placement of orders;
- b) will accept orders insofar as all information required for said orders are provided in full - by the User - and the fees for the e-postcard service are rendered in full;
- c) in the case of successfully placed orders, will confirm said orders – in accordance with the obligation to provide information as required by the Decree – in writing within 48 hours to the e-mail address provided upon placing the order (should User fail to receive said confirmation, User will be released from the contractual obligations or those of the offer);
- d) will provide User with an opportunity to review the items ordered and the order number in the feedback provided;
- e) will take measures for the printing production of the ordered e-postcards - including their addressing - within 5 workdays at the latest from their confirmation;
- f) depending on the indication of the User, will place the printed e-postcards in envelopes and address them;
- g) will deliver the printed e-postcards according to the conditions of the PS GTC;
- h) will issue an electronic invoice to the User to the name and address provided upon the placement of the order within 15 days of the order.

5) There can be difference between paid gross amount which is signed in confirmation and amount in issued invoice because of rounding policy of net based billing.

4. FEES FOR THE E-POSTCARD SERVICE (HUF)

The e-postcard service falls under the 27% VAT bracket.

	net	gross
Domestically delivered e-postcard (without envelope)	393	499
E-postcard addressed to European countries ² (without envelope)	550	699
E-postcard addressed to other countries (without envelope)	708	899
Domestically delivered e-postcard with envelope	432	549
E-postcard addressed to European countries with envelope	590	749
E-postcard addressed to other countries with envelope	747	949

5. ONLINE PAYMENT

1) Payment online is not made on Magyar Posta's website but on a site operated by OTP Bank Nyrt. in compliance with the rules and security regulations of international card companies.

2) During the transaction Magyar Posta has neither sight of nor access by any means to the details of the card and account behind it including its number or date of expiry.

3) The payment page will execute the payment transaction and will inform the User of the result of said transaction.

4) In order to prevent the abuse of debit and credit cards, the Bank is entitled to modify or restrict the range of cards accepted while notifying the Acceptor retrospectively if unauthorised/blocked card usage is perceived in large numbers on the virtual terminal operated by the Point of Acceptance.

6. RIGHT OF WITHDRAWAL/CANCELLATION

1) Based on the Decree, the utilization of the e-postcard service does not allow for the practising of the right of withdrawal/cancellation due to the fact that the subject of the e-postcard service is not a pre-manufactured product which is produced according to the orders or expressed request of the User and is clearly tailored to the person of the User.

7. LIABILITY

1) The User hereby assumes responsibility for the following:

- a) The e-postcard and its address label mustn't contain any aggressive, alarming, racist, vulgar or obscene words, expressions, imagery or drawings nor any which incite hatred against nationalities, ethnic, religious or any other groups or which violate personal or communal right or which constitute public indecency;

² *Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Gibraltar, Germany, Great Britain and Northern Ireland, Greece, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Netherlands, Turkey, Ukraine, Vatican City State

- b) that the e-postcard which they edited and compiled via the application does not violate the rights or legitimate interests of any third party, in particular any copyrights or additional intellectual or individual rights;
- c) is in possession of the rights for the imagery appearing on the e-postcard or has the permission to use said imagery or uses them in accordance with the legislation in effect;
- d) will assume full responsibility for any possible infringements occurring due to the violation of points a)-c) and will fully exempt Magyar Posta in the case of any claims of third parties - including any costs incurred for the validation of claims of third parties, non-pecuniary damages and law charges.

2) User acknowledges and recognizes that should Magyar Posta deem the image to be displayed to fail to uphold the contents of paragraph 1) sub-items a)-c), Magyar Posta is authorized to terminate the contract formulated based upon the confirmation in accordance with item 3 paragraph 4) sub-item c). The termination of the contract will under no circumstances affect the User's existing payment obligation towards Magyar Posta.

3) Magyar Posta hereby assumes responsibility

- a) that it is in possession with the rights of use for the templates it provides, including thematic images or those with textual elements or has received permission for their usage;
- b) that it will do the utmost to perform the ordered e-postcard service at the highest possible level of quality (which is influenced by the quality of the image uploaded by the User), including the partial activities performed by subcontractors;
- c) that in the case of the failed or non-contractual performance of the contract, it will give grounds to the claims of the User made in relation to Magyar Posta, however its liability may only extend to the fee charged for the e-postcard service (whilst the liability for damages related to the performance of the postal services are covered by the relevant provisions of the PS GTC);
- d) that the finalized products may only be used as a sample or reference material with the consent of the User.

4) Magyar Posta offers warranty for the ordered products and services until the extent ordained by the CvC. The details on the conditions for said warranty are included in the **SAMPLE WARRANTY INFORMATION** document. In the case of defective performance (quality error), the User is required to notify Magyar Posta with no delay subsequent to the discovery of said objection by contacting **CUSTOMER SERVICE**. User is responsible for any damages due to the delay of notification.

5) Magyar Posta is not liable for

- a) the contents of the file uploaded by the User as well as for the validity of the data and information listed on prints prepared by the User;
- b) for the violation of paragraph 1) sub-items a)-c);
- c) for any mistakes and/or errors due to mistakenly provided information to the User as well as for failed or non-contractual performance due to these factors;
- d) damages caused by force majeure or other events beyond its control including, yet not limited to those arising from or caused by:
 - da) the use of the application or its malfunction;
 - db) changes to data by any person;
 - dc) a delay in forwarding information;
 - dd) viruses;
 - de) a software fault or an error in the Internet network, or other technical defect;
 - df) a fault in the line or system.

6) The utilization of the e-postcard service assumes the User's knowledge of the opportunities and limitations of the internet and their acknowledgement.

8. COPYRIGHTS

1) All copyrights pertaining to products produced by Magyar Posta or to unique templates – particularly, yet not exclusively, all graphic works, photo and film or video material, editing, design, web files, software products and executable files, codes or databases – are protected by copyright owned by Magyar Posta. User may solely use copyright works in relation to the ordered product yet is not authorised to make multiple copies of said works, or adapt, publish or transfer to any third party or utilize in any other manner. The prohibition contained in the present item does not affect the User's rights related to the final product.

9. DATA PROTECTION

1) Legal grounds for data handling: the User voluntarily consents to allowing Magyar Posta to handle the data provided by the User through the mobile application as well as other data indispensable for the operation of the functions of the mobile application (Info Act section 5 point (1) a)

2) User hereby acknowledges the following:

- a) if under the age of 16, the User's consent is only valid with the approval of their legal representative, which must be obtained prior to installing the mobile application;
- b) if recording the personal data of a third party while using the mobile application, the responsibility for obtaining the consent required for that person's data to be processed and transferred falls solely on the User;

3) User acknowledges that the order of the e-postcard service and its confirmation constitutes a contractual relationship between the User and Magyar Posta, the data of which Magyar Posta is authorised to handle in accordance with Sections 13/A to 13/B of the EC Act.

4) User acknowledges that subsequent to the dispatch of the produced e-postcard, Magyar Posta will handle the data in accordance with the data handling rules of postal services, based on

- a) Section 54 of the Post Act,
- b) Govr. D.,
- c) and in case of internationally addressed postcards, the prevailing Statutum of the Universal Postal Union and its agreements.

5) Data handler: Magyar Posta, the data and contact information of which is included in item no. 1 of the present GTC.

6) Range of handled data:

- a) name and address of the person ordering the e-postcard who is also the sender of the e-postcard;
- b) name and address of the addressee of the e-postcard;
- c) the image and/or text of the e-postcard, insofar as they are tied to a natural person;
- d) the User's e-mail address;

7) Purpose of the data handling: Magyar Posta handles the data in relation to the performance of the e-postcard service, and to handle the needs and complaints related to said service, thus

- a) the printing production of the electronically edited, compiled and/or selected e-postcard;
 - b) followed by its acceptance and delivery to the addressee in accordance with the instructions of the User and the provisions on the performance of postal services;
 - c) the settlement of accounts related to the order,
 - d) and for the confirmation and subsequent verification of the performance of the e-postcard service.
- 8) Duration of data handling: Magyar Posta will handle personal data until the end of the calendar year following the year of the placement of the order, for 8 years in the case of accounting documents and until the existence of a legal obligation regardless of designated deadlines should Magyar Posta face a legal obligation tied to the performance of the order.
- 9) Data processors: Magyar Posta utilizes the following data processors throughout the performance of the e-postcard service:
- a) Dorsum Informatikai Fejlesztő és Szolgáltató Zrt (Trade register number: 01-10-044594-8282 Tax number: 12657496-2-41 Headquarters: 1012 Budapest, Logodi utca 5-7. 3. em. 18. www.dorsum.eu), providing the information technology support for the mobile application, forwarding the electronically created e-postcard to the printing house while data is stored on its data processing servers for a technologically indispensable time and degree;
 - b) PrimeRate Kft. (Trade register number: 01-09-694453 Tax number: 12602702-2-41 Headquarters: 1044 Budapest, Megyeri út 53. <http://www.primerate.hu/>) produces the printed e-postcards;
 - c) postal contributors as well as foreign postal services, who perform the delivery of e-postcards to the various address locations. The range of postal contributors are listed on the WWW.POSTA.HU website.
- 10) Individuals with access to the data: data may be accessed by natural persons handling orders and performing the technological processes of the e-postcard deliveries (recorders, parcel processors, delivery men), those performing the inspection of the performance of the e-postcard service (operational inspection representatives, internal auditors, safety and protection colleagues, internal data protection representatives) and accounting, as well as natural persons responsible for the examination of complaints. Furthermore, data may be accessed by the employees of data processors indicated in paragraph 9) throughout the performance of their duties.
- 11) Data protection, the rights of concerned parties and options for legal remedies:
- a) the application communicates with the servicing system through an encrypted connection,
 - b) at the request of the concerned parties, Magyar Posta will advise said parties of all data handled regarding their person and all facts related to their use in writing - if requested in writing. Supplying said information is free of charge unless the concerned parties have previously made queries from Magyar Posta on the same data in the current year. In other cases a fee will be determined;
 - c) concerned parties may practice their rights stipulated in sections 14-21 of the Info Act. Thus they may request the correction, deletion or blocking of their personal data, and may prohibit the use of said personal data at any time;
 - d) concerned parties may practice the right to the handling of their data through the **CUSTOMER SERVICE** contacts listed in item 1.2 above;
 - e) in regards to Magyar Posta's data processing, you may turn to 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, website: WWW.NAIH.HU), as well as the tribunal of your local jurisdiction.

12) User hereby acknowledges that should they request data to be deleted or blocked which are absolutely essential for the operation of the functions of the mobile application, yet fail to remove the mobile application, Magyar Posta reserves the right to process their data.

10. SOFTWARE UPDATES

1) The purpose of software updates is to expand, improve and develop the Application and to inform the User of new services such as new functions of the Application. By using the Application, User consent to receiving such updates and acknowledges that carrying out said changes may affect its accessibility.

11. COMPLAINTS

1) User may forward observations and complaints pertaining to the order and invoices to the **CUSTOMER SERVICE** through their contacts listed in item 1.2 above. Details on the handling of complaints are included on the website of Magyar Posta under the **CUSTOMER SERVICE** and the complaints compensation pages.

2) If the User qualified as a consumer in accordance with Act CLV of 1997 on consumer protection³ (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.

3) 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 councils⁴ 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.

4) Users qualified as consumers in accordance with the CvC. may also forward their complaints through the European Union online dispute resolution 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)

³ 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.

⁴ 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.