



**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 the central customer service

	Customer Service for private customers
Customer service in person	Budapest X. ker. Üllői út 114-116.
Postal address	3512 Miskolc
Telephone number	06-1-767-8282
Fax number	06-46-320-136
E-mail	ugyfelszolgalat@posta.hu
Hours for phone and online 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) For other Customer Service contact details, see the page [CUSTOMER SERVICE](#).

1.3. Online contact details: WWW.POSTA.HU

1.4. Access to the General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "GTC") can only be accessed electronically.

2. INTRODUCTORY PROVISIONS

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

2) As part of the use of the e-postcard service, Magyar Posta provides templates for making and compiling unique postcards, as well as selecting and editing thematic postcards which contain text and subsequently the dispatch of the said postcards in a printed form to the addressee.

3) The e-postcard service includes

- a) making and compiling e-postcards as well as an option to place orders through the use of an application (hereinafter referred to as "application") operated by Magyar Posta under the name of Sender and
- b) producing a colour print of the e-postcard,
- c) preparing the e-postcard for dispatch as a priority letter-mail item as well as marking the franking indicia and accepting the e-postcard for postal handling and

d) the performance of the postal service (e-postcard delivery).

4) These GTC determine the conditions for using the e-postcard service. However, the performance of the postal services comprising the e-postcard service shall be governed by the provisions of the **POSTAL SERVICES GTC** (hereinafter referred to as “PS GTC”).

5) Any matters not covered in these 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 referred to as “CvC”), Act CVIII of 2001 on certain issues of electronic commerce activities and information society services (hereinafter referred to as “Electronic Commerce Act”), Government Decree no. 45/2014 of 26 February 2014 on the detailed rules of contracts concluded between consumers¹ and businesses (hereinafter referred to as “Decree”), Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the “General Data Protection Regulation”), Act CLIX of 2012 on postal services (hereinafter referred to as “Post Act”), as well as Government Decree no. 335/2012 of 4 December 2012 on the detailed rules for the provision of postal services and postal service related to official documents, and 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 (hereinafter referred to as “Postal Decree”).

6) According to the conditions determined by these 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 these 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 on the General Terms and Conditions page.

9) -²

3. CONDITIONS FOR USE OF THE SERVICE

1) The e-postcard service may be used by natural persons with legal capacity who are aged 16 or over as well as legal persons and natural persons authorized to represent other organizations (hereinafter referred to as “organization”) (hereinafter referred to as “User”). For the activities of persons lacking legitimation or authorisation, the rules of the CvC on negotiorum gestio are applicable.

¹According 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.

² The former provisions of this paragraph will be given in point 9 after the amendment enters into force (25 May 2018).

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

3) The User

- a) may use the e-postcard service through an application previously downloaded to a mobile phone;
- b) before initiating download or dispatching an order, must check the "I ACCEPT" button, thus explicitly stating that he or she is aware of and accepts the contents of the GTC and undertakes to uphold said provisions;
- c) may make 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 he or she requests the e-postcard to be delivered in an envelope;
- g) may correct any errors of data input, delete 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 using online vPOS payment;
- i) by accepting these GTC, will agree to the electronic issuing/acceptance of the invoice in accordance with sub-point h) of paragraph 4);
- j) will acknowledge that any possible risks related to the order will fall on the User and that he or she must provide for the safe usage of the mobile phone and the protection of the data stored on said devices.

4) Magyar Posta

- a) in order to provide for the use of the e-postcard service, will operate mobile phone applications which adhere to
 - aa) Android: minimum version 4.4;
 - ab) iOS: minimum version 10.0;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 the User fail to receive said confirmation, the User will be released from the contractual obligations or those of the offer);
- d) will provide the 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 – as a double-sided colour print with a cut size of 110 x 148 mm, within 5 workdays of their confirmation at the latest;
- f) depending on the instruction of the User, will place the printed e-postcards in standard C6 envelopes and address them;
- g) will deliver the printed e-postcards according to the conditions of the PS GTC for letter-mail items posted as priority;
- 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;
- i) will ensure the option of using data recorded and saved in the User's mobile phone in the course of previous orders for new orders without separate data input until the application is deleted.

5) There may be a difference between the gross amount payable which is indicated in the confirmation and the amount in the issued invoice due to the rounding of the net amount of the invoice.

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

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

	net	gross
E-postcard addressed to Hungary	432	549
E-postcard addressed to European countries ³	590	749
E-postcard addressed to other countries	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 use 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) not to use any aggressive, alarming, racist, vulgar or obscene words, expressions or images or any words, expressions or images which incite fear or hatred against nationalities, ethnic, racial, religious or any other groups or which violate the rights of

³ Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Great Britain and Northern Ireland, Greece, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican City State

- person or communities or which offend public decency on the e-postcard and its address label;
- b) that the e-postcard which they made 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) the User is in possession of the rights for the imagery appearing on the e-postcard or has the permission to use said imagery or uses it in accordance with the legislation in effect;
 - d) the User 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 all costs incurred in the enforcement of claims of third parties, non-pecuniary damages and law charges.
- 2) User acknowledges and recognizes that, should Magyar Posta deem that the image intended to be used fails to uphold the contents of sub-items a)-c) of paragraph 1), Magyar Posta is authorized to terminate the contract established based on the order confirmed in accordance with subpoint c) of paragraph 4) of point 3. 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 and states
- a) that it is in possession of the rights of use for the templates it provides, including thematic images or those with textual elements, or has received permission for their use;
 - b) that it will do its 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 with the proviso that 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 to the extent provided for by the CvC. The details on the conditions for said warranty are included in the [SAMPLE WARRANTY INFORMATION](#) document published on Magyar Posta's website. 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](#) by the means detailed in point 1.2. The User is responsible for any damages due to the delay of notification.
- 5) Magyar Posta is not liable for
- a) the User not fulfilling the condition for using the e-postcard service in accordance with paragraph 1) of point 3 or the data processing and data transfer obligation stipulated in subpoint b) of paragraph 2 of point 9.
 - b) the contents of the file uploaded by the User as well as for the validity of the data and information appearing on prints prepared by the User;
 - c) for the violation of subpoints a) to c) of paragraph 1);
 - d) for any problems or errors arising from information erroneously or mistakenly provided by the User as well as for failed or non-contractual performance due to these factors;
 - e) damages caused by force majeure or other events beyond its control including, yet not limited to those arising from or caused by

- ea) the use of the application or its malfunction;
- eb) changes to data by any person;
- ec) a delay in forwarding information;
- ed) viruses;
- ee) a software fault or an error in the Internet network, or other technical defect;
- ef) a fault in the line or system.

6) The use of the e-postcard service assumes the User's knowledge of the opportunities and limitations of the internet and their acknowledgement. The User takes note that it is the User's responsibility to assess any risk that the use of the e-postcard service may involve and to ensure the secure use of his or her mobile phone and the protection of the data stored on it.

8. COPYRIGHTS

1) All intellectual works 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 such works in relation to the ordered product yet is not authorised to make multiple copies of said works, or adapt, publish or transfer them to any third party or utilize them in any other manner. The prohibition contained in this point does not affect the User's rights related to the final product.

9. DATA PROTECTION

1) The User acknowledges that, by ordering the e-postcard service and receiving confirmation, a contract is entered into between the User and Magyar Posta. Magyar Posta processes personal 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 pursuant to Section 13/A of the Electronic Commerce Act and subpoint b) of paragraph (1) of Article 6 of the General Data Protection Regulation.

2) User hereby acknowledges the following:

- a) -⁴if the personal data of a third party are recorded while using the mobile application, creating the legal basis for processing the data and ensuring the legality of transferring the data to Magyar Posta is the User's sole responsibility;

3) -⁵

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

- a) Section 54 of the Post Act,
- b) the Postal Decree,
- c) and in the case of postcards sent abroad, the prevailing Constitution of the Universal Postal Union and its agreements.

5) Data controller: Magyar Posta, whose data and contact information is given in point 1 of these GTC. In addition to the provisions hereof, Magyar Posta's governing privacy statement and information on data processing is available on Magyar Posta's website on the [PRIVACY](#)

⁴ Repealed on 25 May 2018.

⁵ The former provisions of this paragraph will be given in paragraph 1) after the amendment enters into force (25 May 2018).

STATEMENT page. A list of data processors used in the course of providing postal services is accessible on the **PRIVACY STATEMENT** page.

6) Range of data processed:

- 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 related to a natural person;
- d) the User's e-mail address;

7) Purpose of the data processing: Magyar Posta processes the data for the purpose of performing the e-postcard service, and handling the needs and complaints related to said service, thus

- a) the printing production of the electronically prepared, compiled and/or selected e-postcard;
- b) its acceptance and delivery to the addressee in accordance with the instructions of the User and the provisions on the performance of the postal service;
- c) the settlement of accounts related to the order,
- d) and the confirmation and subsequent verification of the performance of the e-postcard service.

8) Duration of data processing:

- a) in relation to the printing production of the electronically prepared, compiled and/or selected e-postcards, Magyar Posta processes personal data only until the order is finalized; after the price for the service has been paid, Magyar Posta does not process personal data related to orders;
- b) for the duration of processing in relation to accepting the e-postcard for dispatch and delivering it to the addressee in accordance with the User's instructions and the regulations for performing the postal service, the provisions of the PS GTC will govern with the proviso that the e-postcard will be accepted for dispatch and delivered as a non-registered mail item, thus after the delivery of the e-postcard Magyar Posta will not process personal data;
- c) Magyar Posta processes accounting documents related to the payment of the order and to verifying performance of the e-postcard service for 8 years as prescribed by Act C of 2000 on accounting; where it is necessary for the establishment, exercise or defence of legal claims, for the period of time required for this purpose regardless of the designated deadlines.

9) Data processors: Magyar Posta uses 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 are stored on its data processing servers for a technologically indispensable time and degree;
- b) the Azure service of Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, provides the servers and web hosting necessary for the operation of the application;
- c) Prime Rate 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;
- d) EPDB Nyomtatási Központ Zrt. (Trade register number: 01-10-048079, Tax number 24924243-2-43 Headquarters: 1117 Budapest, Budafoki út 107-109.) produces e-postcards in printed form;

- e) postal contributors as well as foreign postal services who perform the delivery of e-postcards to the addresses. The range of postal contributors is 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, data protection officers) and accounting, as well as natural persons responsible for dealing with complaints. Furthermore, data may be accessed by the employees of data processors indicated in paragraph 9) throughout the performance of their duties.

11) Data security, the rights and options for legal remedies of data subjects:

- a) the application communicates with the servicing system through an encrypted connection;
- b) at the request of the data subject, Magyar Posta will advise the data subject of all data processed regarding their person and all facts related to their use, if requested, in writing. Supplying said information is free of charge unless the data subject has previously requested the same data from Magyar Posta in the current year. In other cases a fee will be charged;
- c) in relation to processing their personal data, data subjects may exercise their rights in accordance with point 9.1.
- d) ⁶
- e) ⁷

12) Users hereby acknowledge that, should they request data to be deleted or restricted which are absolutely essential for the operation of the functions of the mobile application, yet fail to remove the mobile application, Magyar Posta will continue to process their data in order to perform the contract.

9.1. Data subjects' right, legal remedy

1) At the data subject's request, Magyar Posta will provide an answer to the data subject without undue delay but at most within 1 month of the submission of the request. If the request is very complex or cannot be answered by the prescribed deadline due to the large number of requests, Magyar Posta Zrt. 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 processing their data by means of an application submitted using the following contact details:

by post:	Magyar Posta Zrt. Ügyfélszolgálati Igazgatóság 3512 Miskolc
by e-mail:	ugyfelszolgalat@posta.hu
by phone:	06-1-767-8282
by fax:	06-46-320-136

9.1.1. Request for access and information

1) At the data subject's request for information about processing his or her data, Magyar Posta will provide, in writing if so requested, all requested information to the data subject.

⁶ The former provisions of this subpoint will be given in point 9.1 after the amendment enters into force (25 May 2018).

⁷ The former provisions of this subpoint will be given in point 9.1 after the amendment enters into force (25 May 2018).

- 2) 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.

9.1.2. Request to rectify (change) data, request for restriction

- 1) The request to rectify (change) data or restrict processing is not applicable. The reason for this is that
- a) in connection with the printing of electronically prepared, compiled and/or selected e-postcards personal data may only be rectified or changed before the order is finalized (which the data subjects can only do themselves);
 - b) the e-postcard is printed as a result of an automated electronic process following finalization;
 - c) the data provided by the data subject are recorded in Magyar Posta's invoicing system through this means.
- 2) In view of the fact that the e-postcard is not posted and delivered as a registered mail item, and thus Magyar Posta does not process personal data after the delivery of the e-postcard, the request to correct (change) or restrict data is not applicable.

9.1.3. 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 the Electronic Commerce Act, the User may request Magyar Posta to transfer his or her electronically processed data that have been provided by the User to Magyar Posta in accordance with these GTC in a form that enables the User to transfer the data to another data controller.
- 2) If in the request described in paragraph 1) the User specifies the other data controller to whom the User requests the data to be forwarded and Magyar Posta has the appropriate data connection to that data controller, Magyar Posta will transfer the User's data directly to the said data controller.

9.1.4. Provisions concerning legal remedy

- 1) If the data subject has a complaint with regard to the processing of data,
 - a) a report to this end may be made to Magyar Posta using the contact details given in paragraph 2) of point 9, and
 - b) the data subject may turn for legal remedy to the Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság, address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c, postal address: 1530 Budapest, Pf.: 5, e-mail: ugyfelszolgalat@naih.hu, website: WWW.NAIH.HU) or
 - c) refer the matter to the court based on the data subject's permanent or temporary place of residence.

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, the User consents to receiving such updates and acknowledges that carrying out said changes may affect its accessibility.

11. COMPLAINTS

1) Users may forward observations and complaints pertaining to orders and invoices to the **CUSTOMER SERVICE** through their contacts listed in point 1.2 above. Details on the handling of complaints are given on the **CUSTOMER SERVICE** and COMPLAINTS COMPENSATION pages.

2) If the User classified as a consumer in accordance with Act CLV of 1997 on consumer protection⁸ (hereinafter referred to as the Consumer Protection 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 Consumer Protection Act applying to conciliatory councils⁹ 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 classified as Consumers¹⁰ in 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)

⁸In 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.

⁹In 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.

¹⁰A consumer in accordance with point 3 of paragraph (1) of Section 8:1 of the Civil Code is a natural person acting outside his or her trade, business or profession.