

Terms & Conditions

Valid from January 1, 2022

The scope of these Terms & Conditions (“T&C”) covers legal relationships established on the Service Provider’s website (karhut.hu), including subdomains belonging to the website.

This document is written in English, it is not filed, it is concluded only in electronic form, it does not constitute an offer, it does not constitute a written contract, it does not refer to a code of conduct.

1. Basic information

1.1. Data of the service provider

Brand name of the service provider: **Karhut Group**

Company name of the service provider: **Karhut Group Bt.**

Registered HQ of the service provider: 1194 Budapest, Nádasdy utca 125/B.

Website of the service provider: karhut.hu

The service provider's contact information and regularly used electronic mail address for contacting users: **info@karhut.hu**

VAT Number: HU27555204

Company registration number: 01-06-797262

Registering Body: Metropolitan Court of Registration, Hungary

The register is available here: www.nyilvantarto.hu

Language of the contract: English

1.2. Data of the hosting provider

Company name of the hosting service provider: ATW Internet Kft.

Registered HQ of the hosting service provider: 1138 Budapest, Esztergomi út
66. fsz. 1.

Email address of the hosting service provider: sales@atw.co.hu

Website of the hosting provider: www.atw.hu

2. Basic provisions

2.1. Questions not regulated in this document, as well as the interpretation of these T&C, are governed by Hungarian law, in particular Act V of 2013 on the Civil Code (Ptk.) and the Act CVIII of 2001 (Elker. tv.) on certain issues of electronic commercial services and services related to the information society, as well as the consumer and to the relevant provisions of the Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between businesses. The mandatory provisions of the relevant legislation apply to the parties without special stipulations.

2.2. These T&C are effective from January 1, 2022 and will remain in effect until revoked. The Service Provider is entitled to unilaterally amend the Terms & Conditions. The Service Provider will publish the amendments on the website 30 (thirty) days before their entry into force.

2.3. Users who browse the Service Provider's website for information, request for quotations, order, etc. for the purpose of activity (hereinafter: "Customer" or "Customers"), if they enter the website operated by the Service Provider or read its content in any way, they acknowledge that the provisions of the T&C are binding on them. If the Customers do not accept the conditions, they are not entitled to use the website.

2.4. The Service Provider reserves all rights regarding the website, any part of it and the content appearing on it, as well as the distribution of the website. Partial or complete downloading, storage, processing and sale of the website and the content appearing on it is prohibited without the written consent of the Service Provider.

2.5. Placing an Order

By placing an order on any of the Service Provider's website or via its electronic contact, Customers declare that they have read and accept the T&C and the Privacy Policy published on the website, and that they consent to data processing.

The Customers are obliged to provide their own real data when placing an order. In the case of false data or data that can be linked to another person when placing an order, the resulting electronic contract is deemed null and void. The Service Provider disclaims its responsibility if the Customers make unauthorized use of its services using another name, with the data of another person, company or other legal entity.

The Service Provider cannot be held responsible for any problems or errors that can be traced back to incorrect and/or inaccurate data provided by the Customers.

The Service Provider cannot be held liable for damages resulting from the Customers forgetting their passwords or it becoming accessible to unauthorized persons for any reason not attributable to the Service Provider.

3. Range of products and services that can be ordered

3.1. The services displayed on the website can only be ordered online.

The prices displayed for the products are the list prices valid at the time of the order, are to be understood in the indicated currency (in euros, US dollars or Hungarian forints) and do not include Value-Added Tax (VAT) or shipping fees. There is no shipping fee for digitally delivered products.

3.2. If delivery costs arise, the Service Provider will separately draw the Customers' attention to this and provide full information through its electronic contact details.

3.3. If an error or deficiency occurs in the services and/or the prices during the order, the Service Provider reserves the right to make clarifications. In such a case, the customer will be informed of the new data immediately after the error has been recognized or modified. The Customer can then confirm the order once more, or it is possible for either party to withdraw from the contract.

4. The order process and the processing and fulfillment of orders

4.1. Customers contact the Service Provider through any of its websites or electronic contact information.

4.2. Customers send the Service Provider the data forming the basis of the service they want to order using the form on the website or electronically:

name of the customer,

customer's VAT number (only in the case of a company),

address of the customer (in the case of a company, the registered HQ of the company),

the desired type of service,

the desired delivery of the service,

comments (optional).

4.3. Considering the professional requirements of the desired service and the current workload, the Service Provider sends a quotation (price offer) in response to the electronic contact, if the Customer accepts it, an agreement is reached on the work. After that, the Customer sends the materials necessary to perform the desired service to the Service Provider via email.

4.3.1. It is the Customer's responsibility to ensure that the document is saved in one of the widely used file formats and that the document can be opened, is intact, and is not encrypted before submission. If the document is illegible, unopenable or damaged, the Service Provider will inform the Customer.

4.3.2. The Service Provider also informs the Customer if it detects content that is difficult to interpret or makes no sense in any of the submitted materials. In order to perform the service in high quality and by the agreed deadline, the Service Provider may request additional materials from the Customer during the entire period of service performance.

4.4. If the content of the submitted materials is legible, the Service Provider will send a fee request for the advance payment (50 per cent of the commission fee), which will start the work after the payment has been credited to the bank by the Customer. The time established as the deadline for performance is accordingly calculated from the date of receipt of the advance payment.

4.5. Upon completion of the work, the Service Provider will contact the Customer electronically and send them a fee request for the remainder (the remaining 50 per cent of the commission fee).

4.6. After crediting the total amount to the bank, the Service Provider sends the completed work to the Customer electronically or by post, as requested beforehand. In the latter case, the Service Provider adds the postage to the service fee.

4.7. Payment methods: Bank transfer. Due to the characteristics of the services, cash on delivery is not possible.

4.8. An electronic invoice will be issued for each order after the bank transfer has been credited. The invoicing data (name, company name, VAT number, etc.) must be provided to the Service Provider when placing the order.

4.9. Orders are processed during office hours. It is also possible to place the order outside of the times marked as processing the order, if it is done after the end of office hours, it will be processed on the following working day. In all cases, the Service Provider will confirm electronically when it can fulfill the order.

5. Faulty performance and exclusion of liability

5.1. The Customer may only claim faulty performance if a clear professional error was detected during the performance of the service. In the case of possible faulty performance, the Service Provider shall comply with the applicable Code of Civil Procedure at all times. considers its provisions to be governing with the following complaint conditions:

The Customer undertakes to inspect the completed work immediately after delivery. The Customer may submit a complaint to the Service Provider in writing within 7 (seven) calendar days regarding the quality of the work. In the written complaint, the objectionable content must be clearly and precisely indicated and the objection must be justified in detail. The Service Provider evaluates written complaints within 30 (thirty) calendar days and, if the complaint is found to be well-founded, undertakes to correct the complained-of part as soon as possible without requesting any additional fees for the Customer.

5.2. In the event of a dispute, the Service Provider will have the content in question checked by an independent expert and take action on the matter based on the expert's opinion. The Service Provider undertakes to request an expert opinion within a maximum of 15 (fifteen) calendar days. If, according to the expert's opinion, the complaint is unfounded, the Customer must bear the costs of the expert's assignment, if the complaint is found to be valid, in that case the Service Provider will bear it. The Client and the Service Provider jointly undertake to consider the proposal of the invited independent expert as the guide for the disputed work.

5.3. Although the Service Provider's goal is to provide all its services, all its work and all its products in excellent quality by the set deadline and to the complete satisfaction of the Customer, it assumes no responsibility:

for incorrect performance due to ambiguous terms and wording in the materials submitted by the Customer, if the Customer has not provided the Service Provider with terminology/glossary,

for problems resulting from technical errors,

for word usage and stylistic differences,

for possible copyright damages resulting from the content of the source text,

for any delayed performance resulting from a *force majeure* event.

By placing an order, the Customer agrees to use the Service Provider's services under the above conditions.

5.4. In case of rationally delayed performance due to the Service Provider's own fault, the Service Provider undertakes to give a discount from the originally agreed price.

5.5. If the Service Provider is unable to perform the ordered service on time due to its own fault, the Customer may withdraw from the order, in which case the Service Provider will refund the commission fee paid up to that point, but cannot be obliged to hand over the work regardless of its rate of completion.

6. Termination of the contract

6.1. The contract between the Customer and the Service Provider is concluded for a fixed period of time, until the agreed service and consideration are fulfilled.

6.2. The Customer may withdraw from the contract at any time with reimbursement of the Service Provider's certified costs, but after the completion of the work, the Service Provider is entitled to the full commission fee. Before starting the work, the Service Provider is entitled to the 50 per cent of the commission fee with regard to cover the preparations, to hire the workforce, etc.

6.3. This right cannot be exercised by the Service Provider only if it can only perform the service with a significant delay due to reasons arising from its own responsibility, and did not inform the Customer about this within the shortest possible time, or informed the Customer in time, but the Customer did not consent to modify the agreed deadline.

6.4. The Service Provider may terminate the contract in the event that the commission fee is fully refunded to the Customer, or if the Customer fails to fulfill its obligations contained in the contract, or in other serious breaches of the contract.

6.5. The termination of the contract by either party entails the obligation of the Customer and the Service Provider to account to each other, regardless of the termination of the contract.

7. Miscellaneous Provisions

7.1. The Service Provider is entitled to hire a contributor to fulfill its obligations. The Service Provider is not responsible for the illegal behavior of the contributor.

7.2. If any part of these Terms & Conditions becomes invalid, illegal or unenforceable, this does not affect the validity, legality and enforceability of the remaining parts.

7.3. If the Service Provider does not exercise its right under the T&C, the failure to exercise the right cannot be considered a waiver of the given right. A waiver of any right is only valid if expressly stated in writing. The fact that the Service Provider does not strictly adhere to an essential condition or stipulation of the Terms & Conditions on one occasion does not mean that it

waives its obligation to strictly adhere to the given condition or stipulation in the future.

7.4. The Customer guarantees the accuracy of any information provided to the Service Provider (e.g. name, address, email address, telephone number, billing data, etc.) and shall not incur any financial, legal, or other types of liability against the Service Provider due to any incorrect performance resulting from their incorrect or incomplete provision. The Service Provider shall take all necessary measures to ensure that the Customer obtains the information/data required for the service, and shall correct any incorrect/inaccurate data at the Customer's request or for clarification.

7.5. The Customer and the Service Provider jointly undertake to treat all data that comes to their knowledge during the performance of the contract as a business secret and not to pass it on to third parties. The Service Provider is only entitled to provide the employees and subcontractors commissioned by the Service Provider with the information that is absolutely necessary for the performance of the service.

7.6. If an original work of art is created as a result of the service, the Service Provider grants the Customer the right to use it free of charge, free of charge, with regard to the area and time, as well as the method and extent of use, after payment of the commission fee that constitutes the consideration for the service. In addition, the Customer is entitled to further use and rework the work.

7.7. If a third party asserts a claim against the Service Provider based on copyright infringement or other grounds, the Customer undertakes to indemnify and fully indemnify the Service Provider from fulfilling such claims.

8. Options for dispute resolution

Conciliation board procedure

8.1. In order to settle the consumer dispute, the service provider primarily uses a conciliation board procedure.

8.2. The conciliation board is responsible for settling consumer disputes outside of court proceedings. The task of the conciliation board is to attempt to reach an agreement between the parties for the purpose of settling the consumer dispute, and in the event of this being unsuccessful, it makes a decision on the matter in order to ensure simple, fast, efficient and cost-saving enforcement of consumer rights. At the request of the consumer or the Service Provider, the conciliation board provides advice on the rights and obligations of the consumer.

8.3. In the event of a cross-border consumer dispute related to an online sales or online service contract, the procedure is solely the responsibility of the conciliation body operating under the Budapest Chamber of Commerce and Industry.

8.4. The Service Provider has an obligation to cooperate in the conciliation board procedure. As part of this, the Service Provider must send its response to the conciliation board and ensure the participation of the person authorized to establish a settlement at the hearing. If the company's headquarters or branch office is not registered in the county of the chamber that operates the territorially competent conciliation body, the company's obligation to cooperate extends to offering the possibility of concluding a written agreement that meets the consumer's needs.

8.5. The list of territorially competent conciliation boards is available [here](#).

The competent conciliation board regarding the Service Provider's headquarters:

Budapest Conciliation Board

Cím: 1016 Budapest, Krisztina krt. 99. I. em. 111.

Mariann Jakab, Dr. customer relations coordinator, conciliation board administrator

Phone No.: +36 1 488 2131

Email: bekelteto.testulet@bkik.hu

Website: <https://bekeltet.bkik.hu/>

Online dispute resolution platform

8.6. On the basis of Regulation/EU 524/2013 of May 21, 2013 of the European Parliament and the Council on the online settlement of consumer disputes (Regulation), the European Commission created an online dispute resolution platform. According to the Regulation, disputes arising between consumers residing in the European Union and service providers established in the European Union in connection with obligations arising from online service contracts, and thus communication aimed at the out-of-court settlement of consumer disputes related to online contracts, must be provided to consumers via this platform.

According to the Regulation, the consumer can initiate online settlement of the legal dispute outside of court proceedings at the jointly chosen dispute resolution forum through an online dispute resolution platform. The online

dispute resolution platform can be accessed [here](#). International Contact Point email address: odr@itm.gov.hu

Official complaint

8.7. In the event that the Customer's complaint is rejected, they can also address their complaint to the territorially competent district office of their place of residence.

Contact information of the territorially competent district offices:

<https://jarasinfo.gov.hu/>.

9. Privacy

The current privacy policy of the website is available on the website.

At the same time as placing the order, the Customer declares that they have read the contents of the information about the service and they accept the terms and conditions described in this document.

Dated: Budapest, January 1, 2022.