

## GENERAL TERMS AND CONDITIONS

### 1. PREAMBLE

1.1. These general terms and conditions (hereinafter referred to as GTC) shall be applied from 2 January 2023 with respect to the legal relationship between **DIGICART Geodéziai Szolgáltató és Fejlesztő Korlátolt Felelősségű Társaság** as Developer and the current User, regarding the subject of the service, thereby, these GTC include the rights and obligations of the Developer and the User using the electronic commercial activities under Section 2, Paragraph a) of Act CVIII of 2001 (hereinafter referred to as Electronic Commerce Act, provided by the Developer.

1.2. Should the User be deemed a consumer under Act V of 2013 on the Civil Code and Act CLV of 1997 on consumer protection (hereinafter referred to as Consumer Protection Act), the Developer shall provide the information pertaining to the consumers' rights and obligations deriving from this transaction in the consumer information, that is, Annex 1 and Annex 2 constituting integral parts of this GTC.

1.3. By ordering the service, the User considers themselves bound by the provisions hereof and accepts such provisions. This GTC is a contract concluded originally in Hungarian, and it shall not be filed, therefore it constitutes established only in electronic form.

1.4. In case of any arising issues and questions regarding the service, the Developer may be contacted in its contact information provided in this GTC.

1.5. This GTC is continuously available on the following website:

<http://www.pointcloudscene.com/>

### 2. DEFINITIONS

**User:** The Consumer and any other natural person, legal person, or any entity without legal personality not constituting a consumer that orders and uses the Software.

**Developer:** The exclusive oblige of the copyrights regarding the Software, the undertaking establishing and continuously developing the Software, that is, the following company:

Company name: DIGICART Geodéziai Szolgáltató és Fejlesztő Korlátolt Felelősségű Társaság

Registered seat: 1145 Budapest, Gyarmat utca (Street) 40. I. floor 1.

Tax number: 10333538-2-42

Company registration number: 01-09-957925

Electronic address for service as indicated in the company register: [cegugy@digidart.hu](mailto:cegugy@digidart.hu)

Other e-mail addresses regarding the Software: [order@pointcloudscene.com](mailto:order@pointcloudscene.com), [support@pointcloudscene.com](mailto:support@pointcloudscene.com)

**Parties:** The parties concluding the contract, that is, the User and the Developer.

**Consumer:** A natural person, legal person, or any other entity without legal personality that is acting outside their profession, independent occupation, or business activity with respect to the contracts subject to this GTC.

**Software:** The engineering software called PointCloudScene (hereinafter referred to as Software), exclusively owned by the Developer, the function of which is map production and visual design of point cloud basis through 2D/3D visualization and analysis of point cloud data, for which the Developer offers the rights to use in exchange for the payment of licence fees. PointCloudScene is a software solution for the 2D/3D visualization and analysis of point cloud data. The software is capable of handling point clouds, vector files, orientated images, and georeferenced raster images together. PointCloudScene offers tools to extract vector data from point clouds and rasters to enhance productivity. It extracts vectors to GIS or CAD formats fluently. PointCloudScene offers a wide range of

visualisation options both 2D and 3D views. It also comes with a great scale of visual settings to customize the display and get the most out of your point cloud data.

### **3. SUBJECT OF THE SERVICE**

3.1. The scope of this GTC extends to any electronic commercial activity, namely to the offering of the use of the Software and the provision of the supplementary services pertaining to the Software as indicated herein which the Developer provides to the User.

3.2. The contract regarding the subject of the service shall be concluded by the ordering of the Software and by the acceptance of this GTC by making such orders, moreover by the confirming of the orders by the Developer.

### **4. ORDER, CONFIRMATION, INSTALL AND USE OF THE SOFTWARE**

4.1. The User may order the Software by sending an email to the Developer's email address of [order@pointcloudscene.com](mailto:order@pointcloudscene.com). The Developer shall confirm and accept the order by sending an email from that same email address to the User.

4.2. The order shall include information under Sections 7.1. and 7.3. of this GTC, that is, the type of service the User intends to have. If the User already sent the order to the Developer but notices an error with respect to the data in the email confirming the order, they shall inform the Developer within 1 calendar day following said notification. In this case, the Developer shall modify the order accordingly.

4.3. By making an order regarding the acquiring and downloading of the Software, the User shall accept this GTC. Apart from the provisions of the relevant binding legal acts, the content of the contracts to be concluded by and between the Parties shall be determined by this GTC. Accordingly, this GTC includes the rights and obligations of the Developer and the User, the terms and conditions of the establishment of the contract, the deadlines for performance, the payment conditions and rules on liability, as well as the conditions of exercising the right to termination.

4.4. Simultaneously with the confirmation of the order, the Developer shall inform the User of the process of the installation of the Software. In scope of this, the Developer shall provide the link required for downloading the installer of the Software, the physical hardware key, and the installation guide to the User.

4.5. The User shall have internet connection to download the Software.

4.6. Should the User require additional assistance for the installation of the Software, they shall send their relating request in email and the Developer shall send an installation demo to the User, furthermore, the Developer shall assist the User in any other manner to install the Software.

4.7. The Developer is obligated to provide the service and ensure the conditions for the use of the service. Unless otherwise provided for by this GTC or the agreement of the Parties, the place of performance is the place of use of the service. The Developer warrants that the Software is equivalent to the descriptions and specifications of the Software referred to as an example and sample prior to the conclusion of the contract.

### **5. SUPPORTING**

5.1. The User acknowledges that due to the specific nature of the internet or the Software, there may be defects despite the prior knowledge and intention of the Developer in the continuous use of the Software. Consequently, the Developer does not warrant the faultless, fail-safe, and uninterrupted operation of the Software, or that the access to the Software shall be continuous or free from any defects.

5.2. The Developer provides an informational and assisting service to the User, and it shall avert (or helps to avert) any defects that may arise with respect to the use of the Software. The Developer shall not offer any services due to any error in the internet connection, therefore, the repairing thereof is solely the responsibility of the User.

5.3. The User shall notify the Developer of any incurring defects regarding the use of the Software by email to the Developer's email address of [support@pointcloudscene.com](mailto:support@pointcloudscene.com).

5.4. The Developer undertakes the obligation to start the identification and examination of the reason for defects within 8 days following the confirmation of the notification of defects.

## 6. DEVELOPMENT, CUSTOMIZATION

6.1. The Developer ensures that the User shall be provided and informed of any and all updates of the digital content and the digital service, including security updates, which are required for the maintaining of the contractual nature of the digital content or the digital service.

6.2. The Developer shall continuously develop the Software. If the User does not use the latest version of the Software, then the Developer shall inform the User of the available updates through the Software and its website. The Developer informs the User that should the User fail to install the available updates, the use of the Software or the entirety of its functions is not guaranteed.

6.3. The latest versions of the Software shall be available on the Developer's website.

6.4. Should the User fail to install the updates provided by the Developer within a reasonable time, the Developer shall not be liable for any defects of the service, due to the fact that by this GTC, the Developer informed the User of the availability of the updates and the consequences of failing to install said updates.

6.5. The Developer shall only customize or develop the Software as per the specific requests of the User if the Parties conclude a separate, written agreement with respect thereto. This GTC does not give rise to the customization and specific development of the Software.

## 7. PAYMENT CONDITIONS

7.1. As consideration for its services, the Developer is entitled to starting fee and licence fee, as indicated in the table contents below:

<b>Single user licence</b>					
Starting fee	Set-off in the first year	+	Licence fee / user day	Licence fee / month	Licence fee / year
€ 1,000.00	50 %		€ 10.00	€ 150.00	€ 1,500.00

<b>Network user licence (multiple client connection)</b>					
Starting fee	Set-off in the first year	+	User day / year – daily licence fee		
€ 3,000.00	50 %		from 1 day to 999 days	from 1 000 days to 1 999 days	from 2 000 days to unlimited days
			€ 10.00	€ 8.00	€ 6.00

7.2. The starting fee determined as a part of the usage fee is due following the confirmation of the order by the

Developer, as per the invoice of the starting fee. The Developer is entitled to set-off 50 % of the starting fee against any of the invoices to be paid by the User, within one year following the starting of the use of the Software. If the User does not start using the Software in the first year following the conclusion of the contract, this discount may not be applied at a later time.

7.3. The licence fee determined as a part of the usage fee is to be paid as per the user day, monthly or annual packages in case of single user licence, whereas the User may order a user day package in case of network user licence with the proviso that in the relevant year, the User is entitled to discounts as indicated above, in Section 7.1., depending on the days of use and number of work stations. With respect to the network user licence, the User is only entitled to the discounts within one year, therefore, if the User continues using the Software beyond the respective year, they shall pay the base licence fee in the first 999 days, and only thereafter is the User entitled to discounts as indicated above.

7.4. In case of daily packages, that is, user day packages, the daily licence fee is determined by the number of workstations (computers) where the Software is launched and used, both in the cases of single user licence and network user licence. Accordingly, each workstation where the Software is launched gives rise to the User's obligation of the payment of daily licence fee separately, in a cumulative manner, irrespective of the number of persons using the Software.

7.5. In case of daily packages (user day packages) and monthly packages, the Developer shall issue its invoice of the licence fee monthly, subsequently, until the 5. day of the month following the respective month. In case of annual packages, the Developer shall issue its invoice within 10 workdays following the order.

7.6. The User shall pay the amount of the invoices issued as stipulated in this GTC by bank transfer, to the Developer's bank account of 10918001-00000002-26790046 managed by UniCredit Bank Hungary Zrt. The Developer shall deliver the invoice in a certifiable manner to the User. The Parties deem the invoice delivered if the Developer sends it to the User by email, to the User's email address indicated as contact information. The deadline for the payment of the invoice is 15 days following its issuance.

7.7. The payment constitutes performed when the amount is credited on the Developer's bank account. Should the User be in payment default, the Developer is entitled to claim the relevant statutory default interest.

7.8. The fees indicated in this GTC and on the Developer's website are determined as gross amounts, in euros, in a manner that includes the value-added tax and other public dues.

7.9. The Developer maintains its right to change the starting fee and the licence fee of the Software with the proviso that such change shall enter into force upon its indication on the website and in this GTC. In case of annual packages, the new fees determined during the year shall be applied from the year following their entry into force, whereas in case of monthly packages the new fees determined during the month shall be applied from the month following their entry into force.

## **8. LICENCE SERVER, CERTIFICATION OF USE**

8.1. The accounting for and the monitoring of the use constituting the basis of the licence fee both in the cases of single user licence and network user licence when it comes to daily packages, occurs by the licence server managed by the Developer. The recording and registry of the licence server are accepted by the User and it constitutes a certification of services rendered, that is, a certification regarding the use of the Software.

8.2. The licence server is located at the Developer's own server, and the content regarding the specific User is available to the User on the following website: <http://www.digicart.hu/PCS-Observer/>

8.3. The Developer shall register a user's account required for the access to the licence server. Following the acceptance of the order, the Developer shall provide the user ID and the password ensuring the access to the user's

account to the User. Following the granting of access to the user's account, the User may change the password and they may also check and monitor the number of use with regard to themselves and in case of network user licence, with regard to other Users using the Software.

## **9. HARDWARE AND SOFTWARE ENVIRONMENT REQUIRED FOR INSTALLATION**

### 9.1. Hardware requirements:

	Minimum requirements	Recommended requirements
Processor	Intel i3 Gen. 11.	Intel i5+
Memory	4 GB	16 GB
Hard drive	Depending on use, however, the system partition should be at least 10 GB, with a minimum free disk space of 10 GB.	Depending on use, however, the system partition should be at least 10 GB, with a minimum free disk space of 10 GB.
Monitors	Resolution – 1920×1080	Resolution – 1920×1080, two monitors

### 9.2. Software requirements:

Operating system	Windows 10, Windows 11
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## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1. The Developer is the exclusive copyright holder of the Software. The Software and any and all of its elements, source code, information that may be gained from it, data processing principle, content, and graphic form and content is subject to copyright in accordance with the provisions of Act 1999 of LXXVI on copyright. The intellectual property protected by copyright relating to the Software may not be used in any form or shape, and it may not be utilized or reproduced without the prior written consent of the Developer.

10.2. Based on the contracts concluded as per this GTC, the User only acquires the right to restricted use, and the Developer reserves any and all of its property rights relating to the Software. The owner of every part of the Software and the developments made during the use is the Developer.

10.3. By providing the Software, the Developer shall grant the User a non-exclusive, non-transferrable, non-sublicensable right of use for an indefinite period pertaining to the territory of Hungary and abroad. Accordingly, the User acknowledges that they are the user of any and all trademark, copyright, patent, and any other intellectual property rights which materialize in the Software or relating thereto, by the right transferrable to third parties, granted by the Developer. With respect to the intellectual property to be established by the development and changing of the Software, as well as the modified Software, the User constitutes the user by the right transferrable to third parties, granted by the Developer.

10.4. The right of use may not be transferred to third parties, that is, the User, whether it be free of charge or for consideration, is not entitled to hand over or lease the Software to third parties, nor are they entitled to make the Software accessible to third parties, modify it, adapt it, unify it with other programs, translate, change, copy or reproduce it, decrypt or decode it (unless expressly authorized by the relevant legal acts, and even in that case, to the relevant extent, and for the relevant purpose, with the simultaneous notification of the Developer, by offering the possibility for the Developer to check the extent of the decryption), and transfer the use of right granted to them by the Developer in part or their entirety.

10.5. The use of right does not extend to adaptation. The User is not entitled to modify or remove any marks and indications regarding the copyright, trademark, or any other marks and/or warnings and referrals regarding other rights from the Software, moreover, the User is not entitled to change or transform the Software or any of its part.

10.6. Should the User breach Section 10 of the GTC for any reason in any manner whatsoever, the User is obligated to pay a contractual penalty equivalent to 30 % of the annual licence fee to the Developer which payment obligation shall be met by the User within 15 days following the Developer's written notice to do so.

## **11. TERMINATION**

11.1. In case of annual packages, the Developer and the User conclude the contract for a definite period, for one user year, whereas in case of monthly or user day packages, the contract is concluded for an indefinite period.

11.2. In case of annual packages, neither the User nor the Developer is entitled to terminate the contract by ordinary termination. In case of monthly packages, the User and the Developer are entitled to terminate the contract for the last day of the relevant user month by a legal declaration sent to the other party's email address. In case of daily packages, the User and the Developer are entitled to terminate the contract without any termination period, by a legal declaration sent to the other party's email address, with special attention to the fact that in case of daily packages, the User is obligated to pay fees by taking into account the actual use of the Software.

11.3. Should the User breach any of the provisions, terms, and conditions hereof, the Developer is entitled to terminate the licence with a termination period of 30 days, and it may prohibit the use of the Software within the termination period. The Developer shall notify the User of the termination by email. The termination notice constitutes delivered if the Developer sends it to the User to their email address indicated as contact information. The User's licence shall terminate on the 8. day following the termination being delivered and upon the Developer's request, the User is obligated to delete and remove any counterparts of the Software used by them without delay.

## **12. LIMITATION OF LIABILITY**

12.1. The User acknowledges that they may use the Software at their own liability and the Developer excludes any liability for the conduct of the User during the use of the Software.

12.2. The Developer shall not be liable for any direct or indirect damage caused to the User due to the use of the Software. To the extent permitted by the applicable legal acts, the Developer shall exclude its liability for any type of loss of income or profit, frustrated possibility of distribution, loss of data and turnover, or any other special, direct, indirect, eventual, economic, or consequential damage, irrespective of the circumstances of the cause of damage and whether it stems from the contract, negligent conduct or any other fact as a basis of liability claims if they arise due to the use of the Software or the fact that the Software may not be used, even if the Developer has been notified of the possibility of the cause of damage in advance. Furthermore, the Developer shall not assume any liability for any damage caused due to the correct or incorrect use of the Software or an event of force majeure. The User shall bear exclusive liability for saving, archiving, and storing the data that are located and managed in the Software regularly, corresponding to the relevance of the data. The limitation of liability indicated herein shall not extend to any such cases with respect to which civil law excludes the possibility of limitation of liability.

12.3. The Developer declares that it developed the Software with due professional knowledge, as per the standard technical practice in computer and information technologies. Nonetheless, due to the complex nature of the Software, the Developer shall not assume any liability for the fact that the Software operates free of any defects and malfunctions and that it is compatible with every IT system and device. For the secure operation of the Software, it is of utmost importance that prior to and during the use of the Software, the User should get to know any available information and keep any instructions and recommendations. With respect to the aforementioned, by no means shall the Developer warrant that the Software suits the specific business needs and requirements of the User and that it corresponds to the User's expectations, even if the fact that the Software is appropriate for the expectations and purposes of the User has been indicated in any of the communication between the User and the Developer or the Developer is aware of the purpose which the User intends to achieve. The User is only entitled to order specific developments based on their individual requirements and expectations regarding the Software in separate agreements and upon individual assessment, for consideration, in accordance with Section 6.3. of this GTC.

12.4. Due to the possible cross-border nature of the service the User accepts that they shall proceed during the use of the Software by taking into account the relevant provisions of the national law. Should any activity relating to the use of the Software constitute prohibited under the law of the User's state, the User shall assume exclusive liability for the use.

### **13. CONFIDENTIALITY**

13.1. Any fact, information, data (hereinafter referred to as Confidential Information) that the User became aware of during the performance of the contract shall be deemed trade secret. The User is not entitled to use the materials, data, documents, information provided to them and the data relating to the Developer's business operation and contractual partners, etc., nor is the User entitled to manage such Confidential Information in a manner that violates or jeopardizes the interests of the Developer. Moreover, apart from this legal relationship, the User is not entitled to disclose the Confidential Information to third parties in any form unless the Developer has given its prior written consent to do so. At the end of the use of the Software, the User shall delete and remove all documents, programs, informational materials previously provided to them.

13.2. The User is obligated to inform any of their employees, or subcontractors of their confidential obligation who may be subject to said obligation relating to the subject of the legal relationship, indicated herein and the User shall instruct them to comply with the confidentiality obligations. Furthermore, the User shall assume full liability for the actions of said persons with respect to the compliance of the obligation indicated herein.

### **14. LANGUAGE AND FORM OF THE CONTRACTS**

14.1. The contracts subject to this GTC shall be in English.

14.2. The contracts subject to this GTC shall not constitute written contracts, and the Developer shall not record or register them.

### **15. OBLIGATION OF COOPERATION**

15.1. During the legal relationship, the Parties are obligated to cooperate with each other for the exercising of their rights and performance of their obligations. For the performance of their coordination obligation, the Parties are obligated to inform each other of any essential circumstances which are required for the performance of their obligations, or which affect or may affect them.

### **16. MISCELLANEOUS PROVISIONS**

16.1. On the User's part, the use of the Software presupposes the technical knowledge relating to the Software and its characteristics and the acceptance of risk of errors, malfunctions, and defects technology might entail.

16.2. The User acknowledges that the installation of the Software constitutes the performance of the relevant service under Section 17, Subsection 2, Paragraph b) of the Government Decree 373/2021. (VI.30.), and prior to such performance, the User expressly grants their consent to the starting of performance, furthermore, following the performance of the entire service, the User shall lose their right of termination under Government Decree 45/2014. (II.26.).

16.3. The Developer is entitled to unilaterally amend the terms and conditions of this GTC with the proviso that it shall send written notification thereof to the User, within 2 (months) before such amendment at the latest. If the User does not terminate the legal relationship following the notification in writing, until the date when the amendment enters into force at the latest, the new terms and conditions shall apply. The termination constitutes delivered if the User sends it to the Developer to the email address indicated as contact information.

16.4. The Parties principally seek to resolve their disputes stemming from the legal relationship by negotiations.

The User and the Developer declare that any issues not regulated or not regulated exhaustively in this General Terms and Conditions shall be governed by Hungarian law, especially the provisions of Act LXXVI of 1999 on copyright and Act V of 2013 on the Civil Code. In case of disputes relating to or deriving from this General Terms and Conditions with respect to Users not constituting consumers under Section 7, Subsection 1, Paragraph 5 of Act CXXX of 2015 on the Code of Civil Procedure, the courts of the Developer's registered seat shall have exclusive jurisdiction.

16.5. This GTC enters into force on 2 January 2023

2 January 2023

**DIGICART Geodéziai Szolgáltató és Fejlesztő  
Korlátolt Felelősségű Társaság**

## ***Annex I***

### **Consumer protection information pursuant to Government Decree 45/2014. (II. 26.)**

**The Developer expressly draws your attention to the fact that you may not exercise your right of withdrawal under Section 29, Subsection 1 of the Government Decree 45/2014 (II.26.) with respect to the services provided by the Developer: “*in case of an agreement of providing service, following the performance of the entirety of the service if the Undertaking has started the performance upon the explicit, prior consent of the consumer, and the consumer has acknowledged that they shall lose their right of termination following the performance of the entirety of the service.*”**

#### **Possibilities to submit complaints and enforce rights**

The consumer may submit their complaints relating to the service to the contact information set forth below:

Telephone number: +36 1 469 0350

E-mail address: support@pointcloudscene.com

Personally: 1145 Budapest, Gyarmat utca (Street) 40. I. floor 1.

The consumer may disclose their complaint to the Developer orally or in written form, which complaint concerns the conduct, activity, or omission of the Developer or the person acting on behalf of or in the interest of the Service Provider, which is directly related to the provision and supply of the services to the consumers.

The Developer is obligated to immediately examine the oral complaint, and if necessary, resolve it. If the consumer does not agree with the handling of the complaint, or if the examination of the complaint without delay is not possible, the Developer is obligated to draw minutes of the complaint and its viewpoint relating to it, and in case of personally disclosed oral complaints, it shall provide a copy thereof to the consumer on site. In case of an oral complaint disclosed on telephone or by using any other electronic communications service, the Developer shall provide a copy of the minutes to the consumer simultaneously with the substantive response within 30 days at the latest, according to the provisions regarding the response to the written complaint. As to the remainder, the Developer shall proceed with regard to the written complaint as follows. Unless otherwise provided for by a directly applicable legal act of the European Union, the Developer shall provide a substantive response to the written complaint in writing within 30 days after its delivery, and it shall take measures to disclose such response to the consumer. Legal acts may determine shorter deadlines, whereas longer deadlines may only be laid down in statutes. The Developer is obligated to provide reasoning for its viewpoint if it rejected the complaint. The Developer shall set a unique identification number for oral complaints disclosed on telephone or by using electronic communications service.

The minutes drawn up of the complaints shall include the following:

1. name and address of the consumer,
2. place, date, and manner of the submission of the complaint,
3. a detailed description of the consumer's complaint, a record of the deeds, documents, and other evidence presented by the consumer,
4. if immediate examination of the complaint is possible, the Developer's declaration of its viewpoint regarding the consumer's complaint,
5. the signature of the person drawing up the minutes and, except for the oral complaint disclosed on telephone or by using other electronic communications service, that of the consumer,
6. place and date of the recording of the minutes,
7. unique identification number of the complaint in case of oral complaint disclosed on telephone or by using other electronic communications service.

The Developer is obligated to keep copies of the minutes of the complaint and the response for three years, and upon request, it shall present it to the controlling authorities.

Should the complaint be rejected, the Developer is obligated to inform the consumer in writing that it is entitled to initiate the proceeding of an authority or a conciliation board pertaining to their complaint, depending on the nature thereof. The information shall additionally include the registered seat, telephone number, and web access of the competent authority and the conciliation board of the permanent address or habitual place of residence. The information shall also extend to the fact whether the Developer takes part in the proceeding of the conciliation board

for the settling of consumer disputes.

Should the possible consumer dispute between the Developer and the consumer remain to be unsettled following the negotiations, the following options for pursuing claims shall be open to the consumers:

Complaints at the consumer protection authorities. Should the consumer observe the violation of their consumer rights, they are entitled to submit claims to the competent consumer protection authority of their permanent address. Following the resolution of the complaint, the authority shall decide on conducting the consumer protection proceeding. The duties and obligations of the consumer protection authority of the first instance shall be carried out by the competent capital and county government offices, the list of which is available here: Consumer Protection Portal – Consumer Protection Authority ([fogyasztovedelem.kormany.hu](http://fogyasztovedelem.kormany.hu))

Court proceedings. The Consumer is entitled to pursue their claim arising from the consumer dispute within the scope of civil proceedings before the courts, in the scope of the provisions of the Civil Code and Act CXXX on the Code of Civil Procedure.

Conciliation board proceedings. We inform you that you are entitled to submit a consumer complaint against us. Should your complaint be rejected, you are entitled to turn to the competent conciliation board of your permanent address or habitual place of residence: the conditions for initiating the proceeding of the conciliation board are the fact that the consumer directly sought to resolve the dispute with the concerned undertaking. Upon the request of the consumer, the conciliation board indicated therein shall have jurisdiction instead of the board otherwise having jurisdiction for the proceeding.

The Developer shall bear cooperation obligation in the proceeding before the conciliation board.

In the scope thereof, the Developer is obligated to send the reply document upon the request of the conciliation board and to appear before the conciliation board (“ensuring the presence of the person authorized to reach an agreement at the hearing”).

If the registered seat or the premises of the Developer is not registered in the county of the chamber of commerce and industry operating the conciliation board having territorial jurisdiction, the Developer’s cooperation obligation extends to the offering of the conclusion of a written agreement appropriate to the demands of the consumer.

The consumer protection authority has competence for the violation of the above cooperation obligation, based on which, due to the change of legal acts mandatory penalties shall be imposed in case of the unlawful conduct of the Developer, consequently, there is no possibility to disregard the application of penalties. Apart from the Consumer Protection Act, the concerning provision of the Act on small and medium-sized enterprises has also been amended, therefore, penalties shall also be imposed on small and medium-sized enterprises.

The conciliation board is also competent with respect to the out-of-court settling of the consumer dispute. It is the conciliation board’s duty and obligation to attempt the establishment of an agreement between the parties to settle consumer disputes, and should it prove to be unsuccessful, it shall bring a resolution in the case for ensuring the simple, quick, effective, and cost-efficient pursuing of consumer rights. Upon the request of the consumer or the Developer, the conciliation board offers advice with respect to the rights and obligations of the consumer.

The proceeding of the conciliation board shall be launched at the request of the consumer. The request shall be submitted to the chairperson of the conciliation board in writing: the requirement of written form shall be performed by letter, telegram, teleprinter, or facsimile, and by any other device which makes it possible for the recipient to permanently store the data addressed to them for a time appropriate for the purposes of the data, and the stored data may be viewed in an unchanged form and content.

The request shall include:

- a. name, permanent address, or habitual place of residence of the consumer,
- b. the name, registered seat, or premises of the concerned undertaking affected by the consumer dispute,
- c. brief description of the consumer’s viewpoint, facts, and evidence supporting it,
- d. the consumer’s declaration of the fact that they have directly attempted to settle the dispute with the concerned undertaking,

- e. the consumer's declaration with respect to the fact that it has not initiated the proceeding of another conciliation board in the case, no mediation proceeding has been launched, and neither a statement of claim nor a request for an order for payment has been submitted,
- f. claim to request the decision of the conciliation board,
- g. signature of the consumer.

The document and its copy (extract), the content of which the consumer refers to as evidence, especially the written declaration of the Developer with regard to the rejection of the claim, and in failure thereof, any other written evidence in the consumer's possession of the attempt of the provided resolving of disputes shall be attached to the request.

Should the consumer proceed by proxy, they shall attach the power of attorney to the request.

You may find further information on the conciliation boards here: <http://www.bekeltetes.hu>

Additional information on the conciliation boards having territorial jurisdiction is available here: <https://bekeltetes.hu/index.php?id=testuletek>

The consumer may resort to the conciliation board with their consumer claims against the undertaking. Under Section 20 of the Consumer Protection Act, the conciliation board of the consumer's permanent address or habitual place of residence has jurisdiction with regard to the proceeding. In the absence of a national permanent address or habitual place of residence, the jurisdiction of the conciliation board shall be determined by the registered seat of the undertaking affected by the consumer dispute, or that of the entity authorized to its representation, which, in case of the Developer, is the following:

#### **Conciliation Board of Budapest**

Address: 1016 Budapest, Krisztina krt. (Avenue) 99. I. floor 111.

Postal address: 1253 Budapest, Pf. 10.

Office hours for information by telephone:

Monday 8.00 - 15.30

Tuesday 8.00 - 15.30

Wednesday 8.00 - 15.30

Thursday 8.00 - 15.30

Friday 8.00 - 15.30

Telephone: +36 1 488-2131

E-mail: [bekelteto.testuleto@bkik.hu](mailto:bekelteto.testuleto@bkik.hu)

(Upon the request of the consumer, the conciliation board indicated therein shall have jurisdiction instead of the board otherwise having jurisdiction for the proceeding.)

#### **The contact information of the specific Conciliation Boards having territorial jurisdictions:**

<https://bekeltetes.hu/udvozlo> (**menu item Boards**)

#### Online dispute resolution platform

The European Committee established a website where consumers may register, thereby having the possibility to resolve their legal disputes relating to online purchases by filling out a form, consequently, court proceedings may be prevented. Thus, the consumers may enforce their rights without the distance preventing them to do so.

Should you intend to submit a complaint with respect to any product purchased or any service used online, and should you wish to prevent resorting to court proceedings, you may use online dispute resolution.

You and the trader against whom you intend to submit complaints may mutually select a dispute resolution board to be assigned with regard to complaint resolution on the portal.

The online dispute resolution platform is available here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

## *Annex 2*

### **Consumer protection information pursuant to Government Decree 373/2021 (VI.30.)**

Corresponding to the gravity of the breach of contract, the consumer is entitled to request the pro rata reduction of the consideration or to terminate the contract of the provision of digital content or digital service even if:

- a) the repair or replacement is impossible or if it would result in disproportionate additional costs to the undertaking;
- b) the undertaking has not complied with its following obligation: in case of requesting repair or replacement as exercising warranty for material defects, the undertaking, without causing any significant inconvenience to the consumer, by taking into account the nature and purposes of the digital content or digital service, is obligated to bring the performance into conformity free of charge within a reasonable time following the consumer's disclosure of the defect;
- c) there is a repeated defect in performance despite the fact that the undertaking sought to bring the product into conformity;
- d) the gravity of the defect in performance is such that it makes the reduction of the consideration or the immediate termination of the contract reasonable; or
- e) the undertaking has not undertaken to bring the service into conformity, or it is evident from the circumstances that it shall not bring it into conformity within a reasonable time or without causing significant harm to the consumer's interests.

Upon the request of repair or replacement as exercising warranty for material defects, depending on the technical characteristics of the digital content or digital service, the undertaking may select the method of bringing the digital content or digital service into conformity. The reduction of consideration is deemed proportionate if the amount thereof is equal to the difference between the amount owed to the consumer upon contractual performance and the value of the service actually provided to the consumer. Should the consumer wish to terminate the contract by referring to defective performance, the undertaking is obligated to prove that the defect in question is insignificant. The consumer's warranty right of termination of the contract may be exercised by their legal declaration relating to their decision of termination, addressed to the undertaking.

Should the undertaking fail to comply with the performance of the contract, the consumer is obligated to call upon the undertaking to do so. If against such notification on the consumer's part, the undertaking fails to provide the digital content or the digital service without delay or within the grace period accepted by the parties, the consumer is entitled to terminate the contract. The consumer is entitled to terminate the contract without such notification sent to the undertaking if:

- a) the undertaking has not undertaken the provision of digital content or digital service, or it is evident from the circumstances that it shall not provide the digital content or digital service; or
- b) it is evident based on the parties' agreement or the circumstances of the conclusion of the contract that performance at a specific time is indispensable for the consumer, and the undertaking fails to perform accordingly.

### **The obligations of the undertaking upon the termination of the contract**

Upon termination of the contract, the undertaking is obligated to reimburse the entire amount paid by the consumer as consideration. Nevertheless, if the performance was contractual for a definite time prior to the termination of the contract, the consideration for that period shall not be reimbursed. In the latter case, only such part of the consideration shall be reimbursed which concerns the period of non-contractual performance and any such consideration paid in advance by the consumer which, if the contract had not been terminated, the undertaking would have been entitled to. If the consumer is entitled to the pro rata reduction of the consideration of the termination of the contract, the undertaking is obligated to perform its obligation of reimbursement without delay, but within fourteen days following having been aware of the exercising of such right at that latest. The undertaking shall reimburse the amount to be returned to the consumer in the same payment method that the consumer had used before. Based on the explicit consent of the consumer, the undertaking may use a different payment method, however, the consumer shall not bear any additional charges due to that fact. The costs relating to the reimbursement shall be borne by the undertaking.

Upon the request of the consumer, the undertaking shall provide any content other than personal data that the consumer provided or established during the use of digital content or digital service provided by the undertaking [with the exception of those laid down in Section 25, Subsection 2, Paragraphs a), b), or c) of the Government Decree 373/2021. (VI.30.)].

The consumer is entitled to retrieve the digital contents free of charge and restrictions, within a reasonable time, in a generally used data format that is readable by IT systems. Upon termination of the contract, the undertaking may hinder that the consumer should use the digital content or digital service in the future, that is, it may especially make the digital content or digital service unavailable to the consumer or it may disable the consumer's account. The blocking of the account shall not affect the consumer's right under Section 15, Subsection 3 of the General Data Provision Regulation to request copies of their data constituting personal data from the undertaking which possibility the undertaking shall offer to the consumer within a reasonable time.

#### **The obligations of the consumer upon the termination of the contract**

Upon termination of the contract, the consumer shall refrain from using the digital content or digital service and making them available to third parties. If the digital content was provided on a physical medium, the consumer, upon the request of the undertaking disclosed within fourteen days following having been aware of the termination, is obligated to return the physical medium without delay, at the undertaking's cost. The consumer is obligated to pay a fee for the use of the digital content or digital service with respect to the period before the termination of the contract, which fee shall be proportionate to the contractually performed service.