Tattooingatoz.com

General Terms and Conditions

The contract concluded on the basis of this document will not be registered (it will not be available afterwards, the conclusion of the contract will be proved by the order data), it will be concluded only in electronic form, it will not be considered a written contract, it will be written in English, it does not refer to a code of conduct. In case of any questions related to the operation of the website or the ordering process, we are at your disposal at the contact details provided.

The scope of these GTC covers the legal relations on the Service Provider's website (https://tattooingatoz.com) and its subdomains. These GTC are continuously available (and can be downloaded, printed at any time) from the following website: <u>https://tattooingatoz.com/aszf</u>.

Definitions:

User: Any natural or legal person or organization that uses the services of the Service Provider enters into a contract with the Service Provider.

Consumer: A User who is a natural person acting outside his or her profession, self-employment or business.

Entrepreneurship: A person pursuing a profession, self-employment or business.

Service Provider: A natural or legal person or organization without legal personality that provides a service related to the information society and provides a service to the User, who enters into a contract with the User.

1. DATA OF THE PROVIDER

Name of the Provider: LÁSZLÓ BORSOS

Registered Office (and official place of raising claims): 8900 ZALAEGERSZEG VERŐFÉNY UTCA 16.

Contacts of the Provider and the regularly used electronic mailing address for contacting users: <u>info@tattooingatoz.com</u>

Registration-number: 2169471

Tax-number: 54777707140

Name of the registry authority: NAV

Telephone number: +3692347889

Language of contract: **English**

Name, e-mail and address of the hosting provider:

Hosting provider	Zalaszám Informatika Kft.	8900 Zalaegerszeg, Mártírok útja 53. E-mail: info@zalaszam.hu, Tel: +3692 502 500

2. GENERAL PROVISIONS

- 2.1. Issues not regulated in these GTC and the interpretation of these GTC are governed by Hungarian law, in particular Act V of 2013 on the Civil Code ("Civil Code") and certain issues of electronic commerce services and information society services. CVIII of 2001 on (Elker Act) and Decree 45/2014 on the detailed rules of contracts between a consumer and a business. (II. 26.) Government Decree. The mandatory provisions of the relevant legislation shall apply to the parties without any special stipulation.
- 2.2. These GTC are valid from November 30, 2021 and will remain in force until revoked. The Service Provider is entitled to unilaterally amend the GTC (circumstances giving rise to the amendment: change in legislation, business interest, changes related to the company). The Service Provider publishes the changes on the website, and notifies the registered / previously purchased Users of the change by e-mail based on which the User is entitled to withdraw from the contract or terminate it. The amendments do not affect previously concluded contracts, ie the amendment has no retroactive effect.
- 2.3. The Service Provider reserves all rights in the website, any part of it and the content appearing on it, as well as the distribution of the website. It is prohibited to download, electronically store, process and sell the contents or any part of the content appearing on the website without the written consent of the Service Provider.

3. Registration/purchase

- 3.1. The user is obliged to provide his / her own real data during registration / purchase. In the event of untrue or personally identifiable information provided during the purchase / registration, the resulting electronic contract will be void. The Service Provider excludes its liability if the User uses its services on behalf of another person with the data of another person.
- 3.2. The Service Provider shall not be liable for any delay or other problems or errors that can be traced back to the data provided incorrectly and / or inaccurately by the User.
- 3.3. The Service Provider shall not be liable for any damages resulting from the User forgetting his / her password or making it available to unauthorized persons for any reason not attributable to the Service Provider (if there is registration on the site).

4. RANGE OF SERVICES AVAILABLE FOR PURCHASE

- 4.1. The displayed services can be ordered online from the website. The prices shown for the services are in EUR, and these are gross prices.
- 4.2. The Service Provider shall indicate the name and description of the service in detail on the website.
- 4.3. If a special price is introduced, the Service Provider will fully inform the Users about the special offer and its exact duration.
- 4.4. If, despite all the care of the Service Provider, an incorrect price is posted on the website, possibly due to a system error, the price is "0" EUR or "1" EUR, then the Service Provider is not obliged to confirm the order at an incorrect price, but has the option to reject and may offer confirmation at the correct price, in the knowledge of which the User has the right not to accept the amended offer. By incorrect price we mean the price at which the contractor does not have the contractual will to conclude the contract. Pursuant to Act V of 2013 on the Civil Code (Civil Code), the contract is concluded by mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, ie there is no statement expressing the will of the parties mutually and unanimously, then we cannot speak of a validly concluded contract from which rights and obligations would arise.
- 4.5. Subscription-based content services are allowed on two devices per user. When you sign in from a third device, access to the subscriber content on the older device is lost.
- 4.6. Each user is granted "single-user" privileges only and may not share or transfer them with anyone else. The user is obliged to handle his username and password with the utmost security expected of him/her. Accordingly, it is especially forbidden to publish user IDs or make them available to others.

5. Order procedure

- 5.1. After registering, the user logs in to the website or can start the purchase without registration.
- 5.2. User selects the appropriate training / course / course and places it in the cart.
- 5.3. Users can view the contents of the cart at any time by clicking on the "cart" icon.
- 5.4. You can delete the contents of your cart by clicking on the "Trash Empty Cart" icon.
- 5.5. The user enters the billing information and then the payment method, which is as follows:

5.5.1. Payment methods:

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Online credit card: The user has the option to pay the total value of the order online with a credit card through the secure payment system of the financial service provider used by the Service Provider.

Barion:

Online credit card payments are made through the Barion system. Credit card details will not be sent to the merchant. The service provider Barion Payment Zrt. Is an institution supervised by the Magyar Nemzeti Bank, its license number: H- EN-I-1064/2013.

Payment with Paypal.

How to make a purchase with Paypal:

The details of the transaction are displayed on the left side of the page and on the right side two options:

a) If you have a PayPal registration, you will see the partial details of the prespecified credit card and the amount to be paid after entering a valid ID and password. If more than one card is registered, you must select the card you want to pay with, then click on Pay Now to make the payment and it will be returned shortly to the side of the store.

b) If you do not have a PayPal registration, it is possible to pay the amount with a Guest PayPal access after completing a form without having to register with PayPal. The form requests the following information (most of which must be completed):

Country Country Card number Card number Payment Types Expiration date Expiration date - the expiration date of your credit card in hh / yy order CSC The CSC code is located on the back of the card three-digit security code (to the right of the signature field); First name First name Last name Surname Address line 1 Address line 1 Address line 2 (optional) Address2 (optional) City City State / Province / Region

Postal code

Telephone Telephone number - Please enter a real telephone number that your bank can reach you if necessary. You must enter the country code and area code

Email address Confirmation of payment will be sent to the e-mail address provided here. If you have filled in all the fields, press the "Review and Continue" button at the bottom of the page. Here you can double-check the information provided, the amount to be paid and the order.

If you find everything is fine, approve the transaction. You will receive an e-mail notification of the successful transaction within a few minutes, at the same time the Service Provider will receive the notification of the successful payment and start processing the order.

- 5.6. If there are any errors or deficiencies in the services / products or prices in the webshop, we reserve the right to make corrections. In this case, we will inform the User about the new data immediately after recognizing or modifying the error. The user can then confirm the order once more or withdraw from the contract.
- 5.7. The final amount to be paid includes all costs based on the order summary and confirmation letter. Payment will make the selected content available.
- 5.8. After entering the data, the User can send his order by clicking on the "payment" button, but before that he can check the entered data again, send a comment about his order or send us another e-mail request.
- 5.9. By placing an order, the user acknowledges that his payment obligation arises.
- 5.10. Correcting data entry errors: Before completing the ordering process, the user can always return to the previous phase, where he can correct the data entered. In detail: It is possible to view the contents of the cart during the order. If the User wishes to delete the product / service in the cart, he / she clicks on the "trash empty cart" button. During the order, the User has the possibility to correct / delete the entered data continuously.
- 5.11. The user will receive an e-mail confirmation after the order has been sent. With the confirmation, a contract for the use of the service is concluded between the parties. If this confirmation is not received by the User within the expected time limit, depending on the nature of the service, but no later than within 48 hours from the sending of the User's order, the User is released from the obligation to make an offer or a contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to him. The Service Provider excludes its responsibility for the confirmation if the confirmation is not received in time because the User provided an incorrect e-mail address during registration or is unable to receive a message due to the saturation of the storage space belonging to his account.

6. PROCESS AND EXECUTION OF ORDERS

6.1. The processing of orders / training is continuous.

6.2. Payment will be made according to the desired time after the successful payment signal.

7. **RIGHT OF WITHDRAWAL / TERMINATION**

- 7.1. Directive 2011/83 / EU of the European Parliament and of the Council and Regulation 45/2014 on the detailed rules for consumer-to-business contracts. (II.26.) **Does not entitle the consumer to a right of withdrawal** in the case of a contract for the provision of a service after the performance of the service as a whole, if the undertaking started the performance with the express prior consent of the consumer and the consumer acknowledges took the right to terminate the service after completing it; and in the case of a contract for the provision of accommodation, transport, car rental, catering or leisure services, and **the consumer has stated at the same time that he loses his right of withdrawal after the commencement of performance. Therefore, according to the above rules, in the case of digital courses, the consumer does not have the right to terminate!**
- 7.2. 45/2014 on the detailed rules of contracts between a consumer and a business. (II.26.) Government Decree is available <u>here</u>.
- 7.3. Directive 2011/83 / EU of the European Parliament and of the Council is available <u>here</u>.

8. WARRANTY

Defective performance

The debtor will perform incorrectly if the service does not meet the quality requirements set out in the contract or in law at the time of performance. The debtor does not perform incorrectly if the rightholder was aware of the error at the time of concluding the contract or should have been aware of the error at the time of concluding the contract.

A clause in a contract between a consumer and a business which derogates from the provisions of this Chapter relating to the warranty for supplies to the detriment of the consumer shall be void.

Multiple warranty rights only apply to Users who qualify as consumers under the Civil Code.

Business User: a person who acts in the course of his or her profession, selfemployment or business.

Supplies warranty

8.1. In what cases can the User exercise the right to guarantee the supplies?

In the event of faulty performance by the Service Provider, the User may assert a warranty claim against the Service Provider in accordance with the rules of the Civil Code.

8.2. What rights does the User have based on his warranty claim?

The User may, at his / her option, make the following warranty claims: he / she may request repair or replacement, unless it would be impossible to meet the user's choice or it would incur a disproportionate additional cost to the business. If you have not requested or could not request the repair or replacement, you may request a pro rata reduction of the consideration or the defect at the expense of the business. You can also transfer from one of your chosen warranty rights to another, but the cost of the transfer shall be borne by the User, unless it was justified or given by the company.

8.3. What is the deadline for the User to enforce his warranty claim?

The user (if considered a consumer) is obliged to report the defect immediately after its discovery, but not later than within two months from the discovery of the defect. However, please note that you may no longer exercise your warranty rights beyond the limitation period of two years (1 year in the case of a company) from the performance of the contract.

8.4. Against whom can you assert your warranty claim?

The User may assert his warranty claim against the Service Provider.

8.5. What are the other conditions for enforcing your warranty rights (if the User qualifies as a consumer)? Within six months of the performance, there are no conditions other than the notification of the error to enforce your warranty claim if the User proves that the service was provided by the company operating the website. However, after the expiration of six months from the performance, the User is obliged to prove that the defect recognized by the User already existed at the time of performance.

9. WARRANTY CLAIM PROCEDURE (FOR CONSUMER USERS)

- 9.1. In a contract between a consumer and a business, the agreement of the parties may not deviate from the provisions of the Regulation to the detriment of the consumer.
- 9.2. It is the consumer's responsibility to prove the conclusion of the contract (by invoice or even just a receipt).
- 9.3. The costs related to the fulfillment of the warranty obligation shall be borne by the Service Provider (Section 6: 166 of the Civil Code).
- 9.4. The Service Provider is obliged to keep a record of the consumer's warranty claim notified to him.

- 9.5. A copy of the report shall be provided to the consumer without delay and in a verifiable manner.
- 9.6. If the Service Provider is unable to declare the consumer's warranty performance at the time of notification, it shall notify the consumer of its position within five working days in a verifiable manner, including the reason for the rejection and the possibility of recourse to the conciliation body.
- 9.7. The Service Provider is obliged to keep the report for three years from the date of its collection and to present it at the request of the inspection authority.
- 9.8. The Service Provider shall endeavor to carry out the repair or replacement within a maximum of fifteen days. If the duration of the repair or replacement exceeds 15 days, the Service Provider **is obliged to inform the consumer about the expected duration of the repair or replacement**. The information shall be provided with the consumer's prior consent, by electronic means or by any other means suitable for the consumer's receipt.

10. MISCELLANEOUS PROVISIONS

- 10.1. The Service Provider is entitled to use a contributor to fulfill its obligations. He bears full responsibility for his unlawful conduct, as if he had committed the unlawful conduct himself.
- 10.2. If any part of these Terms becomes invalid, illegal or unenforceable, it will not affect the validity, legality and enforceability of the remaining parts.
- 10.3. If the Service Provider does not exercise its right under the Regulations, the failure to exercise the right shall not be considered a waiver of the right. Waiver of any right shall be effective only upon express written notice to that effect. The fact that the Service Provider does not strictly adhere to any of the essential conditions or stipulations of the Regulations does not mean that it waives its strict adherence to the given condition or stipulation at a later date.
- 10.4. The Service Provider and the User try to settle their disputes amicably.
- 10.5. The parties state that the Service Provider's website operates in Hungary and is also maintained here. As the site can be visited from other countries, the users expressly acknowledge that the applicable law in relation to the user and the Service Provider is Hungarian law. If the user is a consumer, Pp. Pursuant to Section 26 (1), the court of the defendant's (consumer's) domicile shall have exclusive jurisdiction over the consumer in disputes arising from this contract.
- 10.6. The Service Provider does not apply different general conditions of access to the services on the website due to the reasons related to the User's citizenship, residence or place of establishment.

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- 10.7. The Service Provider shall not apply different conditions to the payment transaction for the reasons related to the User's citizenship, place of residence or place of establishment, place of payment account, place of establishment of the payment service provider or place of issue of the cash alternative payment instrument within the Union.
- 10.8. The service provider shall comply with the measures against unjustified territorial content restrictions and other forms of discrimination based on the nationality, place of residence or place of establishment of the buyer within the internal market and with the provisions of Regulations (EC) No 2006/2004 and (EU) 2017/2394 and 2009/22. REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive.

11. COMPLAINT HANDLING (FOR CONSUMER USERS)

- 11.1. The purpose of our site is to fufill all the orders in good quality, for the satisfaction of the customer. If the customer has any plaint in connection of the contract or fulfillment of the contract, the plaint can be reported per telephone, e-mail or letter.
- 11.2. The Provider checks the claim immediately, and repair that. If the customer does not agree with the repair of the claim, or the check is not possible immediately, the Provider take a record immediately about the claim and the point of view. The customer get a copy as well.
- 11.3. The written claim will be answered in 30 days. In case of dismission, the Provider give a reasoned statement. The Service Provider keeps the record and the copy of the record for 3 years and in case the Provider gives it for the control board.
- 11.4. We inform you, in case of the claim got declined, customers can apply for relief to the conciliatory proceeding with the following contacts:
- 11.5. In the case of a complaint the Customer may calls for the consumer protection authority:

Based on the 387/2016. (XII. 2.) edict, firstinstance the regional organization, secondly the Pest Megyei Kormányhivatal acts in case of public administrations. The regional organizations can be found: http://www.kormanyhivatal.hu/hu/elerhetosegek

11.6. In the case of a complaint the Customer may calls for the Reconciliation Board given below:

Bács-Kiskun Megyei Békéltető Testület Címe: 6000 Kecskemét, Árpád krt. 4. Telefonszáma: (76) 501-525, (76) 501-500 Fax száma: (76) 501-538 Név: Mátyus Mariann E-mail cím: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület Címe: 7625 Pécs, Majorossy Imre u. 36. Levelezési címe: 7602 Pécs, Pf. 109. Telefonszáma: (72) 507-154 Fax száma: (72) 507-152 Név: Dr. Bodnár József E-mail cím: bekelteto@pbkik.hu;

Békés Megyei Békéltető Testület Címe: 5601 Békéscsaba, Penza ltp. 5. Telefonszáma: (66) 324-976, 446-354, 451-775 Fax száma: (66) 324-976 Név: Dr. Bagdi László E-mail cím: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület Címe: 3525 Miskolc, Szentpáli u. 1. Telefonszáma: (46) 501-091, 501-870 Fax száma: (46) 501-099 Név: Dr. Tulipán Péter E-mail cím: kalna.zsuzsa@bokik.hu;

Budapesti Békéltető Testület Címe: 1016 Budapest, Krisztina krt. 99. Telefonszáma: (1) 488-2131 Fax száma: (1) 488-2186 Név: Dr. Baranovszky György E-mail cím: bekelteto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület Címe: 6721 Szeged, Párizsi krt. 8-12. Telefonszáma: (62) 554-250/118 mellék Fax száma: (62) 426-149 Név: Dékány László, Jerney Zoltán E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6. Telefonszáma: (22) 510-310 Fax száma: (22) 510-312 Név: Kirst László E-mail cím: fmkik@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető Testület Címe: 9021 Győr, Szent István út 10/a. Telefonszáma: (96) 520-202; 520-217 Fax száma: (96) 520-218 Név: Horváth László E-mail cím: bekeltetotestulet@gymskik.hu;

Hajdú-Bihar Megyei Békéltető Testület Címe: 4025 Debrecen, Petőfi tér 10. Telefonszáma: (52) 500-749 Fax száma: (52) 500-720 Név: Dr. Hajnal Zsolt E-mail cím: info@hbkik.hu;

Heves Megyei Békéltető Testület Címe: 3300 Eger, Faiskola út 15. Levelezési címe: 3301 Eger, Pf. 440. Telefonszáma: (36) 416-660/105 mellék Fax száma: (36) 323-615 Név: Pintérné Dobó Tünde E-mail cím: tunde@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető Testület Címe: 5000 Szolnok, Verseghy park 8. Telefonszáma: (56) 510-610 Fax száma: (56) 370-005 Név: Dr. Lajkóné dr. Vígh Judit E-mail cím: kamara@jnszmkik.hu;

Komárom-Esztergom Megyei Békéltető Testület Címe: 2800 Tatabánya, Fő tér 36. Telefonszáma: (34) 513-010 Fax száma: (34) 316-259 Név: Dr. Rozsnyói György E-mail cím: kemkik@kemkik.hu;

Nógrád Megyei Békéltető Testület Címe: 3100 Salgótarján, Alkotmány út 9/a Telefonszám: (32) 520-860 Fax száma: (32) 520-862 Név: Dr. Pongó Erik E-mail cím: nkik@nkik.hu;

Pest Megyei Békéltető Testület Címe: 1119 Budapest, Etele út 59-61. 2. em. 240. Telefonszáma: (1)-269-0703 Fax száma: (1)-269-0703 Név: dr. Csanádi Károly E-mail cím: pmbekelteto@pmkik.hu Honlap cím: www.panaszrendezes.hu

Somogy Megyei Békéltető Testület Címe: 7400 Kaposvár, Anna utca 6. Telefonszáma: (82) 501-000 Fax száma: (82) 501-046 Név: Dr. Novák Ferenc E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület Címe: 4400 Nyíregyháza, Széchenyi u. 2. Telefonszáma: (42) 311-544, (42) 420-180 Fax száma: (42) 311-750 Név: Görömbeiné dr. Balmaz Katalin E-mail cím: bekelteto@szabkam.hu;

Tolna Megyei Békéltető Testület Címe: 7100 Szekszárd, Arany J. u. 23-25. Telefonszáma: (74) 411-661 Fax száma: (74) 411-456 Név: Mátyás Tibor E-mail cím: kamara@tmkik.hu;

Vas Megyei Békéltető Testület Címe: 9700 Szombathely, Honvéd tér 2. Telefonszáma: (94) 312-356 Fax száma: (94) 316-936 Név: Dr. Kövesdi Zoltán E-mail cím: pergel.bea@vmkik.hu

Veszprém Megyei Békéltető Testület Címe: 8200 Veszprém, Budapest u. 3. Telefonszáma: (88) 429-008 Fax száma: (88) 412-150 Név: Dr. Óvári László E-mail cím: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület Címe: 8900 Zalaegerszeg, Petőfi utca 24. Telefonszáma: (92) 550-513 Fax száma: (92) 550-525 Név: dr. Koczka Csaba E-mail cím: zmbekelteto@zmkik.hu

- 11.7. Reconciliation Boards take care of dispute of the consumers if it is not handled in judicial way. The aim of Reconciliation Boards is to make an agreement between the parties in order to settle the dispute of the consumers, but if it fails, they make a simple, effective and cost-effective decision to enforce the rights of the consumers. The Reconciliation Board gives advice at the request of the consumer or the Service Provider in connection with the rights of the consumer and the obligations of the consumer.
- 11.8. In case of online trading or cross-border dispute of consumers in connection with online service contracts, only the Reconciliation Board is assignee, which is working next to the Chamber commerce in Budapest.
- 11.9. If the Customer has complaint, she/he can use the Online Dispute Resolution. It only requires a registration in the system of the European Commission, <u>click here.</u> Then, after a log in, the customer can remonstrate via the online website: <u>http://ec.europa.eu/odr</u>
- 11.10. In the procedure of the Reconciliation Board the Service Provider has mutual assistance obligation. Because of that the Service Provider needs to send answer to the Reconciliation Board and needs to have a person who is entitled to make an agreement on the audition. If the headquarter of the company is not registered in the county known by the chamber which is operating the regional reconciliation board, the obligation of the company in the co-operation is to offer the possibility of the written agreement based on the demands of the consumer.
- 11.11. If the consumer does not turn to a conciliation body or the procedure has failed, the consumer has the right to apply to a court to settle the dispute. The lawsuit must be instituted by means of a claim form, containing the following information:
 - the court seised;
 - the names, residence and litigation of the parties and representatives of the parties;
 - the right to be enforced by presenting the facts on which it is based and the evidence of it;
 - the data from which the jurisdiction and jurisdiction of the court can be established;
 - a firm request for a court decision.

The application must be accompanied by the document or a copy of the document to which it refers as evidence.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Because https://tattooingatoz.com, as a website, is a copyrighted work, it is forbidden to download (duplicate), redistribute, otherwise use or store electronically the content or any part thereof on https://tattooingatoz.com., processing and sale without the written consent of the Service Provider. At the same time, the user can download the GTC and the data management information without any conditions and restrictions, and store them in any form.
- 12.2. Any material taken from https://tattooingatoz.com and its database may only be downloaded with written consent, even with written consent.
- 12.3. The Service Provider reserves all rights to all elements of its service, to the domain names, the secondary domain names formed with them and to the Internet advertising spaces.
- 12.4. Adaptation or decryption of the content or of the parts https://tattooingatoz.com website is prohibited; unfair use of user IDs and passwords; application that modifies indexes use any or https://tattooingatoz.com or any part thereof.
- 12.5. The name tattooingatoz.com is protected by copyright, its use, except for the reference, is possible only with the written consent of the Service Provider.
- 12.6. The User acknowledges that in case of use without a license, the Service Provider is entitled to a penalty. The amount of the penalty is HUF 60,000 gross per image and HUF 20,000 gross per word. The user acknowledges that this penalty is not excessive and browses the site with this in mind. In the event of a copyright infringement, the Service Provider uses a notarized fact certificate, the amount of which is also passed on to the infringing user.

13. PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage:

https://tattooingatoz.com/adatvedelem

Zalaegerszeg, 2021 December 06.