

Animated Light Europe Kft

Bharb.com Terms

Bharb.com

General Terms and Conditions

Introduction

The contract made on the basis of this document will not be recorded (it will not be accessible afterwards, the conclusion of the contract is evidenced by the order data). It will be concluded only in electronic form, it is not a written contract (juridical act is performed by implied conduct), it is written in English and it does not refer to a code of conduct. If you have questions about the operation of the webshop and your order process, please contact us via the contact details provided.

The effect of this General Terms and Conditions extends to the contractual relationships of the provider's (<https://www.bharb.com>) and subdomains. This „general terms and conditions” is available on the following webpage:

<https://www.bharb.com/aszf>, <https://www.bharb.com/terms>
and can be downloaded and printed via the following link:
<https://www.bharb.com/aszf>, <https://www.bharb.com/terms>

Definitions:

User: Any natural or legal person or organization that uses the services of the Service Provider shall enter 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.

Business: A person pursuing an occupation, self-employment or business.

Provider: A natural or legal person or an entity without legal personality providing an information society service, which provides a service to the User and concludes a contract with the User.

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1. DATA OF THE PROVIDER

Name of the Service Provider: Animated Light Europe Kft

Registered Office (and official place of raising claims): 1119 Budapest, Fehérvári út 83.

Contacts of the Provider and the regularly used electronic mailing address for contacting users: customerservice@bharb.com

Company number: 01-09-883939

Tax number: 13772482-2-43

Name of the registry authority: Fővárosi Cégbírószág

Telephone number: +36 1 205 3575

Language of contract: English

Name and address of the domain provider:

Animated Light Euorpe Kft. 1119 Budapest, Fehérvári út 83. +36 1 205 3575
info@animated-light.com

2. BASIC PROVISIONS

2.1. Issues not regulated in the current Articles and the interpretation of These Articles are the points of the present Terms of Use and Conditions are governed by Hungarian law, with particular regard to the provisions of Act V of 2013 of the Hungarian Civil Code ("Civil Code") on certain aspects of electronic commerce services and information society services from the 2001 Act CVIII (E-commerce law) and the detailed regulations on consumer-business contracts of Government Decree 45/2014. (II. 26.). The mandatory provisions of the relevant legislation shall apply to the Parties, without any special clause.

2.2. These Articles are the points of the present Terms of Use and Conditions are effective law since 19th February 2021 and remain in force until revocation. The Service Provider has the right to unilaterally amend the Articles (circumstances that may lead to change: change in shipping cost, change in legislation, business interest, changes in company). The Service Provider publishes the modifications on the website, and registered/prior customers are notified of the modifications via email. The modifications do not affect previously concluded contracts, the changes are not retroactive.

2.3. The Service Provider reserves all rights in connection with the content and dissemination of the website and webpages. It is absolutely forbidden to download, store (electronically), process, or sell any content published in the website or any aspect of the content without the written consent of the Service Provider.

3. REGISTRATION, PURCHASE

3.1. The User is obliged to provide his/her real data at the time of purchase/registration. In the event of false or personally identifiable information provided during purchase/registration, the resulting electronic contract will be considered void. The Service Provider disclaims any liability if the User makes use of its services on behalf of another person with the data of another person.

3.2. The Service Provider shall not be liable for delivery delays or other problems or errors due to incorrect and/or inaccurate data provided by the User. However, the Service Provider informs users that, after a consultation with the User and the clear identification of the User, incorrectly entered data in the order can be corrected to ensure successful billing and fulfilment.

3.3. The Service Provider shall not be liable for any damages resulting from the User's forgetting his/her password or the access of unauthorized persons for any reason not attributable to the Service Provider (if registered on the site).

4. AVAILABLE PRODUCTS AND SOFTWARES

4.1. Displayed products can only be ordered online. The prices displayed for the products are in EUR and include the statutory VAT. However, they do not include home delivery charges. No separate packaging costs will be charged.

4.2. In the web shop, the Service Provider details the name and description of the product. The images shown on the product data sheet may be different from the actual ones and may be used for illustration purposes.

4.3. If there is a product on sale, the Service Provider should inform the User about the sale and its exact duration.

4.4. If the wrong price is displayed on the website – despite the due diligence of the Service Provider – and the price is obviously incorrect, the Service Provider is not required to confirm the product at the wrong price, especially if there is a significant difference. For example, if the price is set at EUR 0 or EUR 0.01 because of a system error, then the Service Provider shall not be obliged to deliver the product at the incorrect price, but may offer the delivery at the correct price, in the knowledge of which the Customer may refuse to make the purchase. In accordance with the case law of the Hungarian judiciary, a significant difference is generally considered to be a deviation of at least 50% in a positive or negative direction from the market value of the given product or service. However, consumers are informed that the concept of striking value imbalance (Section 6:98 of the Civil Code) is not precisely defined by law.

4.5. In the case of a defective price as described in Section 4.4, there will be a noticeable mismatch between the true and the indicated price of the product that the average consumer will immediately notice. Pursuant to Act V of the Civil Code of 2013 (Civil Code), the contract shall be created by the mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, i.e. there is no mutually agreed statement on the will of the parties, it is not possible to speak of a valid contract that would give rise to rights and obligations. On this basis, an order that has been confirmed at the wrong/erroneous price is considered to be null and void.

PROCESS OF ORDER

5.1. Users can start shopping without registration.

Purchase requirements:

Only natural persons over the age of 18 can buy.

When submitting the order, the billing and delivery address may not differ.

Only 1 piece of a type of garment is accepted in one order by the Service Provider.

The Service Provider only displays the purchase price of the products in EUR and manages it this way, therefore the conversion of other foreign currency based cards is the responsibility of the User.

In the case of intra-Community countries, the price of the product includes 27% VAT, in the case of orders outside the EU countries, 0% VAT, but the fee and tax incurred during the customs procedure initiated at UPS are charged to the User, which may differ in different countries / states. This is accepted by the User.

5.2. The user sets the number and the size of the product to buy.

5.3. The user places the selected products in the basket. Users can view the basket content at any time by clicking the "basket" icon.

5.4. Click the "delete - X"; icon to clear the basket content.

5.5. The user fills the delivery address and then selects the delivery / payment method, which types are as follows:

5.5.1. Payment methods:

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

5.5.2. Shipping cost are the following:

The exact amount of shipping depends on the box size of the garment chosen and the zoning classification. During the ordering process, the User can see the exact amount based on the address.

5.6. If there is lack or imperfection in connection with the products or prices in the webshop, we reserve the rights for correction. In such a case we inform the customer about the new data immediately after the recognition or modification. Afterwards, the customer can confirm the order again, or has a chance to rescind the contract.

5.7. The total sum contains all the charges according to the totalizing of the order and the letter of confirmation. The bill is included in the package. The user is obliged to check the package at delivery before the courier and in case of possible damage to products or packaging, he or she is obliged to request a record and in case of damage the package is not obliged to take over. Subsequent, non-recorded complaint by the Service Provider does not accept it! Packages are delivered on business days between 8 am and 5 pm.

5.8. Once you have entered the data, you can submit your order by clicking on the

"Order/Send order" button, but you can check the details provided before you can, or send a comment to your order or email us any other ordering wishes.

5.9. The user acknowledges with the order that his payment obligation arises.

5.10. Correcting Input Bugs: The user can return to the previous phase before completing the order process, where he can correct the input data. In detail: When ordering, it is possible to view the content of the basket. If you want to delete a user from the items in the basket, click the "X - delete" button. During the order, the User has a continuous opportunity to correct / delete the inputs.

5.11. The user/customer gets an email of confirmation after sending the order, which does not give rise to contract. If this e-mail does not arrive within an expectable deadline –depending on the profile of the service- or at latest within 48 hours, the user is relieved of the bid fixity or contractual duty. The order and the confirmation of the order can be considered „arrived” to the

Provider or to the User, when it is reachable for them. The Provider excludes the blame of confirmation, if the confirmation does not arrive in time because the user/customer has given wrong email address, or the storage pool of the account is full, and can not receive messages.

5.12. The User acknowledges that the confirmation in the previous section is only an automatic confirmation, and does not constitute a contract. The contract is created when the Service Provider notifies the User of the details of the order and its expected fulfillment after another automatic confirmation of the above mentioned item.

6. ORDER PROCESSING AND FULFILMENT

6.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order after the end of the working day and it will then be processed the next day. The Service Provider's customer service will always confirm by electronic means when the order can be fulfilled.

6.2. The general deadline for delivery is within 6 month.

6.3. According to the contract of sale, the Service Provider shall transfer the ownership of the product and the User shall pay the purchase price and receive the product.

6.4. If the seller is an enterprise and the buyer is a consumer and the seller undertakes to deliver the item to the buyer, the risk of damage passes to the buyer when the buyer or designated third party takes possession of it. The risk of loss shall pass to the buyer upon purchase if the courier has been instructed by the buyer, unless the courier is recommended by the seller.

6.5. If the seller is an enterprise, and the buyer is a consumer, for lack of a distinct agreement of the signatories, the seller (based on this GTC: Service Provider) is obligated to make available the product for the buyer (User), after the conclusion of the contract, but in no more than 30 days.

6.6. If the product is not provided in time by the Service Provider, the User has the right to set a deadline for a replacement. If the seller fails to perform within the grace period, the buyer is entitled to cancel the contract.

6.7. The User is entitled to withdraw from the contract without specifying an additional term, if

- a) the Service Provider has refused to perform the contract; or
- b) the contract should have been performed in accordance with the agreement of the parties or due to the recognizable purpose of the service, within a specified period of time and not otherwise.

6.8. If the Service Provider cannot accomplish the contractual obligation because the product/or any of its components was not available, the Service Provider is obliged to inform the User right away and to refund the sum paid by the User at once.

7.WAIVER CLAUSE

7.1. According to the directive 2011/83/ EU of the European Parliament and Commission, regarding rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), **the Consumer shall have no right of withdrawal in the case of a non-prefabricated product which has been manufactured at the consumer's request or at the express request of the Consumer, or which is clearly personalised for the Consumer.**

7.2. The Consumer may also not exercise their right of withdrawal with respect to:

- a) a contract for the provision of a service, after the performance of the service has been completed in its entirety, where the Business has begun performance with the Consumer 's express prior consent, and where the Consumer has acknowledged that they will lose their right of withdrawal;
- b) a product or service whose price or charge is subject to fluctuations in the financial market which are beyond the control of the Business, even within the time limit for exercising the right of withdrawal;
- c) perishable goods or items with a short shelf life;
- d) in the case of a sealed product which cannot be returned after opening after delivery for health or hygiene reasons;
- e) in respect of a product which, by its nature, is inextricably linked to another product after its transfer;
- f) for alcoholic beverages, the actual value of which depends on market fluctuations beyond the control of the undertaking and the price of which was agreed by the parties at the time of the conclusion of the contract of sale but which is not performed until 30 days after the date of conclusion;
- g) in the case of a business contract where the Business, at the express request of the consumer, requests the Consumer to carry out urgent repair or maintenance work;
- h) for the sale or purchase of sealed audio and video recordings and computer software, where the Consumer has opened the packaging after delivery;
- i) newspapers, magazines and periodicals other than subscription contracts;
- j) in the case of contracts concluded at a public auction;
- k) in relation to a contract about the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of fulfilment;
- l) in the case of digital content not supplied on a tangible medium, where the Business has begun performance with the Consumer's express, prior consent and at the same time the Consumer has agreed to lose the right of withdrawal after commencement of performance.

7.3. More information about the regulations detailing the contracts between the

Consumer and the business in Gov. Degree 45/2014 (II. 26.) can be found [here](#).

7.4. More information about the 2011/83/EU directive of European Parliament and Commission can be found [here](#).

8. WARRANTIES AND LIABILITIES

Defective performance

The supplier fails to perform properly if the service does not meet the quality requirements set out in the contract or the law at the time of performance. The supplier did not fail to perform the service correctly if the receiver was aware of the error at the time of the conclusion of the contract or should have been aware of the error at the time of the conclusion of the contract.

A contract between a Consumer and a Business shall be null and void if it derogates from the provisions of this Article concerning warranty and security to the detriment of the Consumer.

Several warranty rights apply only to Users who qualify as Consumers under the Hungarian Civil Code.

User as Business: A person who acts in the course of his/her trade, profession or business.

Liability claim

8.1. In what kind of situation can the User exercise his/her right for a liability claim?

The User can exercise a liability claim against the Business, in the event of the improper fulfilment of the contract according to the rules of the Hungarian Civil Code.

8.2. What kind of rights are the customers legal due according to the liability claim?

The User may, if he/she so decides, exercise the following liability claims: request repair or replacement, unless the fulfilment of the User's choice would be impossible or disproportionate to the requirements of the Business. If a repair or replacement is not requested or offered, the User may request a pro-rata reduction in relation to the expense of the defect to the User, or may adjust or else terminate the contract. The User may switch from one selected right of liability to another, however, the cost of the transition will be borne by the User, unless warranted or provided by the Business.

8.3. What is the deadline for the customer to exercise the liability claim?

The customer is liable to report the defect immediately after recognition, but within two months of recognition. However, please note that the User will no longer be able to enforce their liability claim beyond the two-year limitation period (one year for businesses).

8.4. Who can the liability claim be made against?

Customers can enforce the liability claim against the Service Provider.

8.5. What kind of other conditions must be met to enforce the liability claim (if the User is classified as a Customer)?

Within 1 year from the date of delivery, there is no other condition for enforcing your liability claim unless the User proves that the product or service was provided by the company operating the webshop. However, after 1 year have passed from the date of

performance, the User shall be required to prove that the error recognised by the User was present at the time of performance.

Product warranty

8.6. In what kind of situation can exercise the Customer its right for product warranty?

In the event of a defect in a movable (product), the User may, at its option, claim a liability or product warranty claim.

8.7. What kind of rights are the User legal due according to the product warranty?

The User can request the repair or replacement of the defected product.

8.8. When is a product considered defective?

A product is defective if it does not meet the quality requirements applicable at the time of placing on the market or if it does not have the characteristics stated in the manufacturer's description.

8.9. What is the deadline for the customer to exercise the product warranty?

The product warranty can be enforced by the Consumer two years from the time of placing on the market. The right to exercise the product warranty is lost after this deadline.

8.10. Against whom and under what other conditions can a product warranty claim be made?

The product warranty claim can be made against the producer or distributor. The defect of the product shall be proved by the User in case of claiming the product warranty.

8.11. In what kind of case is the producer (distributor) not liable for the product warranty?

The manufacturer (distributor) shall not be liable for a defective product if it can prove that:

- the product was not manufactured or placed on the market in the course of business, or
- the defect was not recognisable at the time of placing the product on the market in the light of general scientific and technical knowledge, or
- the defect in the product is the result of the application of a legal or regulatory requirement.

At least one reason must be given for the manufacturer (distributor) for exemption. Please note that it is not possible to enforce a liability claim and product warranty claim for the same defect simultaneously. However, if the product warranty claim is effectively enforced, the product warranty for the replaced product or part may also be made against the manufacturer.

8.12. The Service Provider has no warranty obligations for damages resulting from improper or negligent handling, excessive stress, or unintended exposure to the product, or other improper use of the products.

8.13. If the Consumer claims for a replacement within three working days of

purchase (from operation) due to a defect in the product, the Service Provider shall replace the product if the defect prevents its proper use.

9. PROCEDURE IN CASE OF RIGHT OF GUARANTY (FOR CONSUMER USERS)

- 9.1. In the contract of the Consumer and the Business, the agreement cannot differ to the disadvantage of the Consumer.
- 9.2. It is the duty of the Consumer to prove the conclusion of the contract (by invoice or by receipt).
- 9.3. The Service Provider is responsible for costs in connection with the fulfilment of warranty. (PTK. 6:6166§)
- 9.4. The Service Provider shall write a record concerning the requirement of the guarantee and warranty of the customer.
- 9.5. The copy of the record should be send immediately and made available to the customer.
- 9.6. If the Service Provider is not able to declare the fulfilment of the consumer's warranty or warranty claim upon notification, the Service Provider shall inform the consumer of its position within five working days in a verifiable manner, including the reason for rejection and the possibility of recourse to the conciliation body.
- 9.7. The Service Provider shall keep the report for three years from the date of its recording and present it at the request of the audit authority.
- 9.8. The Service Provider shall endeavour 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. OTHER REGULATION

10.1. The Service Provider is entitled to use a contributor to fulfil its obligation. It is liable for its unlawful conduct as if it had committed the unlawful conduct itself.

10.2. The invalidity, illegality or unenforceability of any part of these Articles shall not affect the validity, legality or enforceability of the remainder.

10.3. Failure by the Service Provider to exercise its right under this Policy shall not constitute a waiver of such right. The waiver of any right is subject to express written notice to that effect. The fact that the Service Provider does not strictly adhere to one of the material terms or conditions of the Code once does not mean that it waives the obligation to adhere to that particular condition or clause in the future.

10.4. The Service Provider and Consumer should try to resolve the case out of court.

10.5. The Parties state that the Service Provider's webshop operates in Hungary and maintains it here. Because the site is accessible from other countries, users expressly acknowledge that the applicable law between the user and the Service Provider is Hungarian law. If the User is a Consumer, Pp. 26. § (1) the court of the defendant's domicile has exclusive jurisdiction over the Consumer in disputes arising from this contract.

10.6. The Service Provider does not apply different general access conditions for access to the products in the webshop for reasons related to the nationality, domicile or place of establishment of the User.

10.7. The Service Provider does not apply different conditions to the payment transaction regarding the payment methods accepted by the User due to the nationality, domicile or place of residence of the User, the account location of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the EU.

10.8. The Service Provider complies with the requirements of the Internal Market on grounds of unjustified territorial restriction of content and other forms of discrimination based on the nationality, place of residence or place of establishment of the buyer, as well as Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394 as well as 2009/22. REGULATION (EC) No 2018/302 OF THE EUROPEAN PARLIAMENT AND COUNCIL.

11. COMPLAINT HANDLING PROCEDURES (FOR CONSUMER QUALIFIED USERS)

11.1. The purpose of our website is to fulfil all orders in good quality and to the customer's full satisfaction. If the User still has any complaints regarding the contract or its performance, he/she may submit his/her complaint to the above telephone, email address or letter.

11.2. The Service Provider shall promptly investigate the oral complaint and remedy it as necessary. If the Consumer disagrees with the handling of the complaint, or the complaint is not immediately investigated, the Service Provider shall promptly record the complaint and its position regarding the complaint and provide a copy thereof to the Consumer.

11.3. The Service Provider shall respond in writing within 30 days. It shall state the reasons for its rejection of the complaint. A record of the complaint and a copy of the response shall be retained by the Service Provider for a period of five years and shall be provided to the control authorities upon request.

11.4. You are informed that in the event of your complaint being rejected, your complaint may be initiated by an official or conciliation body as follows:

11.5. The Consumer may lodge a complaint with the Hungarian Consumer Protection Authority:

Based on Government Decree 387/2016. (XII. 2.), the district office and the county office of the county seat are the first instance in administrative administrative matters, while the Pest County Government Office handles national jurisdiction at second instance. Contact details of district

offices: <http://www.kormanyhivatal.hu/hu/elerhetosegek>

11.6. In the event of a complaint, the Consumer has the option of contacting a conciliation body which can be found at:

Békéltető testület neve	Békéltető testület székhelye, címe:	Illetékességi terület
Budapesti Békéltető Testület	Budapest Budapesti Békéltető Testület Címe: 1016 Budapest, Krisztina krt. 99. Telefonszáma: (1) 488-2131 Fax száma: (1) 488-2186 Elnök: Dr. Inzelt Éva Veronika Honlap cím: https://bekeltet.bkik.hu/ E-mail cím: bekelteto.testulet@bkik.hu	Budapest
Baranya Vármegyei Békéltető Testület	Pécs Baranya Vármegyei Békéltető Testület Címe: 7625 Pécs, Majorossy Imre u. 36. Telefonszáma: (72) 507-154; (20) 283-3422 Fax száma: (72) 507-152 Elnök: Dr. Bércesi Ferenc Honlap cím: www.baranyabekeltetes.hu E-mail cím: info@baranyabekeltetes.hu kerelem@baranyabekeltetes.hu	Baranya vármegye, Somogy vármegye, Tolna vármegye
Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület	Miskolc Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület Címe: 3525 Miskolc, Szentpáli u. 1. Telefonszáma: (46) 501-091 (új ügyek); 501-871 (folyamatban lévő ügyek) Elnök: Dr. Tulipán Péter Honlap cím: www.bekeltetes.borsodmegye.hu E-mail cím: bekeltetes@bikik.hu	Borsod-Abaúj-Zemplén vármegye, Heves vármegye, Nógrád vármegye
Csongrád-Csanád Vármegyei Békéltető Testület	Szeged Csongrád-Csanád Vármegyei Békéltető Testület Címe: 6721 Szeged, Párizsi krt. 8-12. Telefonszáma: (62) 554-250/118 mellék Fax száma: (62) 426-149 Elnök: Dr. Horváth Károly Honlap cím: www.bekeltetes-csongrad.hu E-mail cím: bekelteto.testulet@csmkik.hu	Békés vármegye, Bács-Kiskun vármegye, Csongrád-Csanád vármegye
Fejér Vármegyei Békéltető Testület	Székesfehérvár Fejér Vármegyei Békéltető Testület Címe: 8000 Székesfehérvár, Hosszúséta tér 4-6. Telefonszáma: (22) 510-310 Fax száma: (22) 510-312 Elnök: Dr. Vári Kovács József Honlap cím: www.bekeltetesfejrer.hu E-mail cím: bekeltetes@fmkik.hu ; fmkik@fmkik.hu	Fejér vármegye, Komárom-Esztergom vármegye, Veszprém vármegye
Győr-Moson-Sopron Vármegyei Békéltető Testület	Győr Győr-Moson-Sopron Vármegyei Békéltető Testület Címe: 9021 Győr, Szent István ut. 10/a. Telefonszáma: (96) 520-217 Elnök: Dr. Bagoly Beáta Honlap cím: https://gymsmkik.hu/bekelteto E-mail cím: bekeltetotestulet@gymsmkik.hu	Győr-Moson-Sopron vármegye, Vas vármegye, Zala vármegye

Hajdú-Bihar Vármegyei Békéltető Testület	Debrecen Hajdú-Bihar Vármegyei Békéltető Testület Székhelye: 4025 Debrecen, Petőfi tér 10. Ügyintézés helyszíne: 4025 Debrecen Vörösmarty u. 13-15. Telefonszáma: (52) 500-710; (52) 500-745 Fax száma: (52) 500-720 Elnök: Dr. Hajnal Zsolt Honlap cím: https://www.hbmbekeltetes.hu E-mail cím: bekelteto@hbmkik.hu	Jász-Nagykun-Szolnok vármegye,
		Hajdú-Bihar vármegye,
		Szabolcs-Szatmár-Bereg vármegye
Pest Vármegyei Békéltető Testület	Budapest Pest Vármegyei Békéltető Testület Székhelye: 1055 Budapest, Balassi Bálint u. 25. IV/2. Telefonszáma: +36 1 792 7881 Elnök: Dr. Koncz Pál Honlap cím: www.pestmegyeibekelteto.hu ; www.panaszrendezes.hu E-mail cím: pmbekelteto@pmbkik.hu	Pest vármegye

11.7. The conciliation body is competent for the out-of-court settlement of consumer disputes. It is the task of the conciliation body to attempt to reach a settlement between the parties for the purpose of resolving consumer disputes, failing which it will decide on the matter in order to ensure the simple, expeditious, effective and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the Consumer or the Service Provider, advise on the Consumer's rights and obligations.

In the conciliation board procedure, in the absence of an agreement, the council is responsible for the merits of the case

a) makes a binding decision if

aa) the request is well-founded, and the enterprise - registered with the conciliation board or the chamber, or communicated in its commercial communications - pursuant to Article 36/C. in his general declaration of submission according to §, at the beginning of the procedure or at the latest until the decision is made, he recognized the decision of the conciliation board as binding on him, or

ab) the business did not submit a declaration of submission, but the request is well-founded and the consumer's claim - neither in the request nor when the decision containing the obligation is made - does not exceed HUF two hundred thousand, or
b) makes a recommendation if the request is well-founded, but the enterprise declared at the start of the procedure that it does not recognize the council's decision as an obligation, or if it did not declare its recognition of the council's decision at all.

11.8. In the event of a cross-border consumer dispute arising out of an online sales or service contract, the arbitration body attached to the Budapest Chamber of Commerce and Industry shall have sole jurisdiction.

11.9. In the event of a consumer complaint, the Consumer may use the EU online dispute resolution platform. Accessing the platform requires a simple registration with the European Commission by clicking [here](https://ec.europa.eu/odr). Then, after logging in, the Consumer can lodge a complaint through the online website:

<http://ec.europa.eu/odr>

11.10. The Service Provider shall be obliged to cooperate in conciliation proceedings. In doing so, it is required to send its response letter to the conciliation body and to ensure the presence of the person entitled to reach a settlement at the hearing. Where the business or seat of the business is not established in the county in which the conciliation body operating the territorially competent body is located, the

Business's obligation to cooperate shall include offering the possibility of a written settlement in accordance with the consumer's requirements.

11.11. If the consumer does not seek recourse to a conciliation body or the procedure is unsuccessful, the consumer has the option of going to court.

The lawsuit must be filed with a letter of formal notice containing the following information:

- the court of law;
- the names of the parties and representatives of the parties, their place of residence and legal status;
- the right to enforce, by presenting the underlying facts and their evidence;
- the data from which the jurisdiction and jurisdiction of the court can be established;
- a definitive request for a court decision.

The application must be accompanied by a document and a copy of it which is referred to as evidence.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Since <https://www.bharb.com> is considered a copyrighted work of the site, it is forbidden to display the contents of <https://www.bharb.com> downloading (copying), re-publishing, otherwise utilizing, electronically storing, processing and selling of the content or any part thereof without the written consent of the Service Provider.

12.2. No material may be transferred from <https://www.bharb.com> and its database, even with written consent, by referring to that site.

12.3. The Service Provider reserves all rights to all elements of its service, its domain names, their associated secondary domain names and internet advertising spaces.

12.4. It is prohibited to: adapt or reverse engineer the content of <https://www.bharb.com>, or parts thereof; fraudulent creation of user IDs and passwords; use of any application to modify or index any or all of the <https://www.bharb.com>.

12.5. The name <https://www.bharb.com> is protected by copyright and may not be used except with the written permission of the Service Provider.

12.6. The User acknowledges that in the event of unauthorised use the Service Provider shall be liable for damages. The amount of the penalty shall be HUF 60,000 gross per image and HUF 20,000 gross per word. In the event of a copyright infringement, the Service Provider's notarial certification is applied and this cost is also passed on to the infringing user.
customer.

13. PRIVACY POLICY

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

<https://www.bharb.com/adatvedelem>, <https://www.bharb.com/privacy>

Budapest, 19th February 2021