

## General Terms and Conditions of Contract

(Effective as of 17 May 2023)

These General Terms and Conditions of Contract (hereinafter the '**Contract**') lay down the rules of using the websites and social media sites (hereinafter collectively the '**Website**'), owned and used by the following companies:

### With regard to the Webshop and the retail services:

#### **ILCSI E-Commerce Limited Liability Company**

##### **(ILCSI E-kereskedelmi Korlátolt Felelősségű Társaság)**

Registered office: H-1021 Budapest, Üdülő út 37, Hungary

Other registered place of business: H-1012 Budapest, Attila út 79. al. 1-3, Hungary

Company registration number: 01-09-288142

Registered and kept on record by: Company Registry Court of Budapest-Capital Regional Court (Hungary)

Email address: in Hungarian: [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com); in English: [customercare@ilcsi.com](mailto:customercare@ilcsi.com)

Phone number: +36-1/200-5603

Website: [www.ilcsi.com/en-hu](http://www.ilcsi.com/en-hu)

Tax number: 25770171-2-41

Intra-Community VAT: HU25770171

### With regard to the professional services (for beauticians, beautician students, resale partners) and the information services available on the Website:

#### **Ilcsi Beautifying Herbs Organic Skin Care Ltd.**

##### **(Ilcsi SZÉPÍTŐ FÜVEK Bi kozmetikai KFT)**

Registered office: H-1021 Budapest, Üdülő út 37, Hungary

Other registered place of business: H-1012 Budapest, Attila út 79. al. 1-3 and H-1021 Budapest, Üdülő út 35. B. ép, Hungary

Company registration number: 01-09-698591

Registered and kept on record by: Company Registry Court of Budapest-Capital Regional Court (Hungary)

Email address: in Hungarian: [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com); in English: [customercare@ilcsi.com](mailto:customercare@ilcsi.com)

Phone number: +36-1/200-5603

Website: [www.ilcsi.com/en-hu](http://www.ilcsi.com/en-hu)

Tax number: 12688470-2-41

Intra-Community VAT: HU12688470

(hereinafter collectively: **Ilcsi**)

as service providers, along with the rules for using the services available through the Website, and specify which activities are not acceptable on part of the users.

Please note that **Ilcsi is a business and a trader**, and therefore consumer rights under EU consumer protection law apply to this Contract if you are a consumer.

**Hosting provider:** Google Cloud EMEA Limited (70 Sir John Rogerson's Quay, Dublin 2, Ireland)  
<https://cloud.google.com/> <https://cloud.google.com/contact>

### 1. PURPOSE OF THE WEBSITE

The purpose of the Website is to operate the services available on the Website. These services offer you the possibility to shop in online stores available on the Website (hereinafter the '**Webshop**') and to receive information on our services, products and company. The Webshop primarily serves for the trade of 'Ilcsi' branded cosmetic products, and periodically you can register for and buy tickets to our events. Furthermore, as a professional User, you have the possibility to obtain information on our professional events and trainings as well

as to order the same on the Website, and to download our professional materials.

## 2. USERS

**Registered Users:** the Website offers the possibility of registration. For the purposes of this Contract, Users shall mean the person carrying out the registration. The Users having successfully performed the registration receive a user account, to which they can log in. Registered Users can place orders also within their user account, after logging in, and can manage their orders and other content in such account.

The Website provides the possibility for retail or professional registration (within the latter, as a **beautician, beautician student or resale partner**).

Depending on the type of registration, registered Users may be able to view and access certain services, products and features (e.g. place orders, participate in loyalty programs or professional events).

Retail registration and subsequent access to the retail user account is also possible with Facebook and Google accounts. On the first attempt to log in with a social media account, the system will redirect the visitor to the appropriate social media provider to opt-in to having their data transferred to the Webshop. The social network provider will provide us with the full name and email address associated with the social profile for this registration, provided that the User authorises the transfer of his/her data to us. To finalise the registration, the form for finalising the profile will be displayed, filled in with the first and last name and email address received, which the User must accept.

Registered retail Users have the possibility to connect with a professional User, i.e. a beautician. When connecting, the professional User may make a connection request to the retail User, or vice versa, who may approve or reject the request. Connected Users have the possibility to receive product offers and in some cases discounts.

**Users placing an order:** It is possible to place orders on the Website. For the purposes of this Contract, Users shall mean the persons placing an order in the Webshop or on the Website.

**Special rules:** registration can be performed and order can be placed by a person who, during the registration and placing the order,

- has provided the necessary data , and
- has made the necessary declarations , and
- has agreed to be bound by the provisions of this Contract.

**Newsletter:** you have the opportunity to subscribe for an advertising newsletter on the Website. For the purposes of this Contract, Users shall mean the persons subscribing or having subscribed to the newsletter.

**Social media activities:** on our Social Websites, you can follow us, like or comment on our posts, post, share our posts or review us. For the purposes of this Contract, a User is defined as a person who follows us, likes us, comments on our posts, reviews us, shares our posts, posts to us or engages in other activity on our social media Websites.

**Browsing Users:** If you are browsing the Website without placing an order, the provisions of this Contract still apply to you. By using or browsing the Website you automatically agree to the terms and conditions of this Contract.

The persons meeting the above conditions are referred to as: **User** or **you**.

**Unless expressly stated otherwise, the rules applicable to orders shall hereinafter also apply to other services.**

## IF YOU ARE UNDER 18 YEARS OLD



If you are under 18 years old, ask your parent to read the following and help you with using the Website and shopping. If you are under 16 years old, then, before agreeing to cookies or subscribing to the newsletter, ask your parent to read the following and help you with checking these platforms.

**For parents:** On the Ilcsi Website, Users can use various services. Persons under the age of 18 may not individually order products or services from us, and may not register on the Website. Therefore, in the case of underaged children below the age of 18, we request parents to place the order for their children. This section also applies to those who are under the charge of a guardian and have limited capacity. Persons over the age of 16 can subscribe to newsletter and agree to the use of cookies, therefore, in the case of underaged children below the age of 16, we request parents to consent to the above on behalf of their children.

### 3. DECLARATIONS

By downloading the Website, ordering a product or service on the Website and indicating your acceptance of this Contract, **you agree to the following obligations:**

- you certify that you understand and are familiar with the language of the Contract, which is the chosen Hungarian or English language for the Hungarian Website, English for the English Website and Polish for the Polish Website, and that you are not prevented from using it;
- you certify that you have become fully familiar with, have understood and agree to be bound by the provisions of this Contract, **with special regard to the limitations of liability as specified in Section 12 herein**, as a prerequisite of placing an order in the Webshop or on the Website, will comply with the same, and use the services of the Website voluntarily and based on your own decision, in aware of the above;
- you certify that your personal data provided while using the Website and the services available thereon are true and correct, are not misleading, and they do not infringe upon the personality rights of any other person (e.g. you do not and will not place an order or use the Website on behalf of another person without that person's permission);
- you represent that, while using the Website, you will not engage in any illegal, unauthorised or other activity contrary to this Contract (including unsolicited electronic communication, unauthorised intrusion to the Website's IT system or the attempt thereof, or impeding the Website's operation) and will comply with all rules applicable to the User's behaviour and activities;
- you represent that you do not and will not use the Website to harass another User, to commit libel or defamation, to violate another User's human rights, rights relating to personality or other rights, or for political activity;
- you acknowledge that should you fail to provide all data requested for the use of a service available on the Website or should you disable certain applications, the services of the Website may not be available, or only to a limited extent;
- YOU AGREE TO FULLY COMPENSATE ANY DAMAGE CAUSED TO ILCI IN RELATION TO THE ACTIVITIES PERFORMED BY YOU AS A USER IN CONNECTION WITH USING THE WEBSITE (INCLUDING, BUT NOT LIMITED TO, NON-COMPLIANCE WITH THE DECLARATIONS IN THIS SECTION AND YOUR OBLIGATIONS UNDER THE CONTRACT) AND WILL INDEMNIFY ILCI VIS-À-VIS THIRD PARTIES FOR ALL CLAIMS RELATING TO YOUR USER'S ACTIVITIES AND ALL DATA AND CONTENT PROVIDED AND PLACED BY YOU, WITHOUT LIMITATION IN TIME. FULL COMPENSATION SHALL ALSO COVER ALL DIRECT AND INDIRECT DAMAGE, PROFITS FOREGONE, AS WELL AS PROCEDURAL AND ATTORNEY'S COSTS.

**The User's order and registration shall be deemed invalid unless he or she complies with the conditions of Section 2 and 3 herein and has accepted the provisions of this Contract as binding on him or herself.**

### 4. MAIN CHARACTERISTICS OF OUR PRODUCTS AND SERVICES

**MAIN CHARACTERISTICS OF THE WEBSHOP:** Ilcsi operates a Webshop, engaging in the retail trade of cosmetic products.

Due to the retail activity, we can only perform your orders for the Webshop's products in a **retail quantity**, which, **for retail users**, means **up to 3 pieces** of a given product (exception: dust mask 15 pieces) in any given purchase.

The main characteristics of the products can be viewed by clicking on the product name. Ilcsi may make products available to professional Users other than those of the general public in the Webshop. We recommend that you ask for the professional advice of a beautician before using any products. Inadequate use of certain products may cause permanent skin lesions!

**Consultation with us in connection with the products offered in the Webshop is available here:** [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com) in Hungarian; and [customercare@ilcsi.com](mailto:customercare@ilcsi.com) in English.

**Chat consultation:** In certain periods, Ilcsi may offer live chat consultations on the Website in connection with the products available in the Webshop. Please note that **the chat consultation is not provided by Ilcsi**; Ilcsi is only responsible for making available the chat platform, and thus Ilcsi facilitates access to expert advice on products. **Consultation is provided by the beautician professional responding to the chat message.** Please also note that the chat consultation shall not qualify as comprehensive cosmetic consultation regarding the products; the consultation only relies on the information you provided during the discussion you initiated and tries to answer your questions. Ilcsi excludes its liability to the fullest extent permitted by applicable law for any and all damage resulting from or in connection with the information communicated, or failure to communicate material information, during the chat consultation. **For a full consultation, we recommend that you write to one of the above consultation email addresses: [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com) in Hungarian; [customercare@ilcsi.com](mailto:customercare@ilcsi.com) in English, or, when you have the opportunity, visit your Ilcsi beautician in person.**

**Prices:** The prices indicated in the Webshop on the Hungarian Website in Hungarian Forint, on the English Website in EURO and on the Polish Website in Polish Zloty are gross prices, which include VAT and other mandatory charges and, in case of subscription, all charges for the billing period, if any. The indicated purchase price shall mean the full purchase price of the product. Our prices indicated on the Website shall only be valid if the order is placed on the Website. Ilcsi reserves the right to change purchase prices. Any change to the purchase price shall become effective upon being published on the Website. The change shall not affect the price of already ordered products. In addition to the full purchase price, the unit price of the product will also be indicated. The lowest gross selling price of the last 30 days (prior price) is also shown for each product. You can find information on delivery and cash on delivery charges in the **'Information on Payment and Delivery'** document.

**Discounts:** If you have a coupon entitling you to a discount on Webshop purchases, you can find the discount rate (applicable to the price of the given product as indicated in the Webshop) as well as the validity and terms of use of the coupon in the notice attached to the coupon. In the event of a price reduction, Ilcsi will also publish the original (not discounted) price of the product.

**Manufacturing of products:** Please be informed that, in respect of the manufacturing processes of its cosmetic products, Ilcsi applies standards of Good Manufacturing Practice (**GMP**). Such Good Manufacturing Practice (GMP) complies with the requirements of the MSZ EN ISO 22716:2008 international standard. The Good Manufacturing Practice (GMP) system introduced in accordance with the standard provides guidance for the manufacturing, control, storage and transport of cosmetic products. Operating a Good Manufacturing Practice (GMP) system helps ensure that we consistently manufacture cosmetic products that comply with applicable legislation and other regulatory requirements.

**MAIN CHARACTERISTICS OF EVENTS AND TRAININGS INDICATED ON THE WEBSITE:** The Website also features events, trainings or activities that we sell and promote mainly to professional Users, but occasionally make available also to retail Users, or only provide information regarding them. You will find the conditions for purchasing or participating in these under the Events menu. Events exclusively for professional Users are available in the professional User Account.

**MAIN CHARACTERISTICS OF REGISTRATION:** You have the opportunity to register on the Website. In addition to retail registration, we also provide the opportunity for professional registration (for beauticians, beautician students and resale partners). In the registration service, through the registration we create your own User Account in which, after logging in, you can keep track of your orders, place new orders, and can access different features and content depending on the type of registration (e.g. loyalty program, possibility to connect with a professional User such as a beautician, or product and professional User such as beautician reviews). As part of the registration service, Ilcsi provides Users with a personalised user account suitable for communication via

email ( 'User Account'). In the User Account, you can also manage your data provided for the use of the account. You acknowledge that your use of this service shall be conditional upon your valid retail and/or professional registration.

**Termination of the User Account:** If you have a retail registration, you can delete your User Account by clicking on the 'Delete Account' button after login. **Deletion of a retail User Account is immediate – after confirmation of the cancellation request- and cannot be reset. Please note that upon deletion, the content and associated services (e.g. loyalty points) available in your User Account will also be permanently deleted.** Therefore, we recommend that you inform yourself about the related services and their terms and conditions before deletion and ensure that you save the content available in your User Account before deletion. In the case of professional registrations, User Account deletion is not immediate, clicking on the delete button is only a request that must be approved by the administrator.

**MAIN CHARACTERISTICS OF THE NEWSLETTER SERVICE:** In the newsletter service, by subscribing to our newsletter you have the opportunity to provide your contact information for receiving news and offers from us. Based on that, thereafter we will regularly send you our news and offers in the form of our electronic newsletter. We may make newsletters of different types and content available to you. In this case, some of these may be available only on certain interfaces of the Website (e.g. professional interfaces, retail interfaces). The User may subscribe to several types of newsletters at the same time, if available and accessed on all the relevant interfaces. Upon our request, you can also send us your opinion regarding the product purchased by you in the Webshop or regarding the Webshop itself. You can unsubscribe from our newsletter service any time. You can also subscribe in the public area of the Website and in your User Account.

You can unsubscribe at the bottom of the newsletters and in your User Account.

**MAIN CHARACTERISTICS OF SOCIAL MEDIA SITE ACTIVITIES:** You have the opportunity to follow, like, comment on, post, review and share posts on the Ilcsi social media Website, or participate in other services available on the social media Website. **Please note that these services are made available to you by the provider of the social media site, in accordance with its own terms and conditions**, which you agree to by using the social media services.

**CORRECTION OF MISTAKES IN DATA ENTRY:** You can correct incorrectly entered data by correcting the corresponding data in the registration, ordering or subscription and chat interfaces before clicking on the button indicating the order or data submission or the confirmation of registration or subscription. After the registration, you can correct your registration data in your User Account in the User profile menu by deleting the erroneous data, entering the correct data, and saving the changes. If you have a User Account, you can also edit your newsletter details there and save the new data. After placing the order, you can no longer correct any data erroneously provided in the order. Please note that the orders placed will be performed according to the data you have provided.

**THE CONDITIONS OF OPERATION OF THE WEBSITE AND THE WEBSHOP:** Ilcsi informs you that an internet connection and a responsive mobile device (upper limit: 767px), tablet (lower limit: 768px, upper limit: 1023px) or desktop device are required to use the Website and Webshop, where there is no minimum download speed limit required, however a low bandwidth may slow down the Website. Ensuring the internet connection shall be the User's responsibility; Ilcsi has no influence on the connection or the properties of such connection in any way. The use of the Website and the Webshop also requires a web browser (supported browsers: Chrome, Firefox, Safari, iOS, Android), the availability of which shall be the User's responsibility. Please note that the use of older browsers may limit the accessibility or speed of the Website.

Ilcsi makes the Website and the Webshop available in Hungarian and English on the Hungarian Website, in English on the English Website and in Polish on the Polish Website.

You acknowledge that Ilcsi operates the Website through a cloud service and that the domain providing access to the Website is one of the top level domains. Ilcsi does not warrant that the Website and the services available thereon will be available or will properly operate in every country and/or that they will meet your demands.

Ilcsi **identifies you by your IP address** and, if you consent, may offer to redirect you to its Website in a language other than the one you are viewing. You can also easily return to the Website in the original language at any time by clicking on the appropriate language icon.

**APPLICABLE TECHNICAL PROTECTION MEASURES:** 1) the Website uses https protocol when managing data, thus the User and the server communicate through encrypted connection; 2) payment takes place through the own platform of the payment provider, Ilcsi transmits the personal data requested by the payment service provider for the payment, the transmission is automated. Saved bank card details are stored anonymously, except for the last 4 characters of the bank card number.

**CHANGES IN THE WEBSITE:** In order to improve the Website, the Webshop and other services, Ilcsi will develop and update the Website regularly, therefore you accept that Ilcsi may change the form, characteristics and any aspect of the Website, the Webshop and the services, may (temporarily or permanently) terminate the provision of the Website, the Webshop or the services (or any feature or part thereof), provided that it complies with applicable law. Furthermore, the Website may download and install its updates automatically from time to time, and so you consent to the download of such updates.

**PROTECTION OF MINORS (UNDER 18 YEARS):** You acknowledge that in order to protect minors, Ilcsi may restrict the availability of the Website regarding minors.

**DATA PROCESSING:** In connection with the processing of your personal data, please read the Privacy Notice carefully.

## **5. STEPS OF PLACING AN ORDER AND CONCLUDING A CONTRACT:**

### **A) WEBSHOP:**

**Process of order placement:** In the Webshop, purchase is possible by placing the order electronically. Select the product you want to purchase, then you can put it into your basket and provide the product quantity by clicking on the basket button next to the product. You can view and change your order by clicking on the basket icon. You can accept the changes, if any, by clicking on the button for the acceptance of changes. If you want to remove the product from the basket, click on the delete icon. If you want to continue shopping, navigate back to the platform showing the products, and repeat the above process to place the newly selected product in the basket. After that, you can log in to your User Account as a registered User and place your order this way, or purchase without logging in. To log in, you need to provide your e-mail address and password received during Registration earlier. If you choose not to log in, you need to provide the data necessary for the order. Here you have the opportunity to correct or delete any erroneous data before clicking the order button. You can amend the data by deleting and re-entering them. You also have the opportunity to create (Register) a User Account by checking the relevant part (for creation of a User Account) upon providing the data. Upon login, the system will automatically offer your already saved order details. Select the payment and delivery method (it is only necessary when there are more than one options), and by checking the appropriate boxes, accept this Contract (in particular its sections departing from the provisions of the Hungarian Civil Code) and express that you have read the Privacy Notice. It is not possible to place the order without providing the data necessary for the performance of the order, accepting this Contract (and individual sections of it) and reading the Privacy Notice. If you want to purchase the product, click on the button for sending the order. By clicking the 'continue shopping' or 'back to cart' buttons, you can continue shopping or modify your order. Before sending the order, you can also indicate your discounts (if any, e.g. coupon code) or redeem your loyalty points in the order by entering the data in the relevant field; please read the relevant provisions below. **Clicking the button for sending the order shall entail a payment obligation, which you expressly acknowledge by sending the order (by clicking the order button).** If you have chosen a payment method, follow the provisions below in the 'Payment' section.

You will receive an automatic system message about the receipt of your order; however, this shall not qualify as a confirmation.

Registered retail Users can access their previous orders and loyalty points credited on orders in their User Account. We are not able to credit loyalty points for purchases made without Registration (as a guest). By clicking on the button for placing the products in the basket again, you can reorder the products selected from your previous orders.

#### **Stock monitoring process (requesting notifications):**

**Stock monitoring:** If you wish to order one of our products which is not available in the Webshop,

- we will indicate next to the product when it becomes available for orders, and you can order the product if you wish,
- you can set it for stock monitoring by clicking on the 'Notify me' button next to the product. If you have provided your valid email address for this purpose, we will notify you when the product is in stock again.

#### **Use of discounts (e.g. coupon code):**

Ilcsi may offer purchase discounts for the products and services available in the Webshop or on the Website. In case there are discounts offered for the products (e.g. coupon), products are offered free of charge, services are offered at a reduced price or free of charge, or fees are assumed (e.g. free delivery) for Webshop purchases, the given discount or reduction will only be valid if all terms and conditions indicated in the notice relating to the given discount or reduction are met; the discount at the defined rate may only be used until the specified date of validity and in the specified manner and, where a specified product range is defined, for the specified products; furthermore, the discount or reduction may not be redeemed for cash or credit. Only one discount can be applied to a single purchase.

If you wish to use a discount (coupon) included in a product recommendation received based on a cosmetic review or a discount (coupon) relating to the promotion of certain products, you may only use that for the product(s) listed in the product recommendation or in the notice attached to the coupon, within the validity period specified in the product recommendation or in the notice attached to the coupon, provided that of a specific product you can only purchase the maximum quantity specified in this Contract at the time of a single purchase. You can **use** the discount for your first **discounted purchase** in the Webshop following receipt of the product recommendation or coupon and, **upon making such a purchase, the entire discount will expire, and will no longer be available for purchases**, even if you have used it only partially. Any discount remaining unused within the validity period will not be available for use later.

**Payment process:** You can pay the full purchase price of the ordered products and services in the manners and at the charges indicated in the '**Information on Payment and Delivery**' document. **Please make sure to read that document before your purchase to receive information about payment methods and any applicable charges!** If the Website offers the possibility for payment upon delivery and you select that, you will have to pay the full purchase price to the delivery staff or the person delivering you the products at the time of receiving the product, using one of the methods specified in the '**Information on Payment and Delivery**' document. For cash on delivery, Ilcsi may charge a cash on delivery fee in the amount specified in the '**Information on Payment and Delivery**' document.

If the Website offers the option of payment by bank transfer, you can settle the full purchase price or service fee in the form of an advance transfer implemented by a payment provider before receipt of the goods or use of the services.

If the Website offers the possibility of direct online payment of the products or services, after selecting the payment method, you will be directed to the payment provider's site, where you will be required to provide the data and make the declarations necessary for payment, and pay the full purchase price or fee of the product or service by clicking on the payment button. After successful payment, the payment provider will redirect you to the Website, and will send you and to Ilcsi a confirmation of successful payment.

Registered Users have the possibility to save the card details they already used when making a payment in their User Account for more convenient payment, so they will not have to re-enter them later when making an online payment. For guest customers, the option to save will not appear. Card details will be saved anonymously, with the last 4 characters appearing in the User Account.

**The products will remain the exclusive property of Ilcsi until the full payment of their purchase price and the relating service fee (if any, e.g. delivery).** If the purchase price or fee is refund fully or in part for any reason and in any manner, title to the products concerned shall vest back on Ilcsi to the relevant extent, unless the Parties have specifically agreed otherwise.

**Confirmation process:** The User will also receive an order confirmation – and, in the case of payment, a payment confirmation as well – by email to the email address provided by him or her for this purpose, within not more than 48 hours from the date of the order in case of cash on delivery and from the date of successful payment in case of payment on the Website. If the order was placed by mistake or it was not placed by you, or you have any other problems in connection with the order, please forthwith notify Ilcsi at the email address [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com) in Hungarian and [customer care@ilcsi.com](mailto:customer care@ilcsi.com) in English. **Please be sure to check the email address you have provided for the purchase. Ilcsi will not be liable for any incorrect email address you have provided and you will not receive a confirmation.**

**Invoice:** Ilcsi will issue its invoice in PDF format, and will send it to the User as an attachment to an electronic mail. If the User wishes to request separate invoices of the individual items, he or she needs to order these separately. **By agreeing to this Contract, the User hereby gives his or her irrevocable consent to Ilcsi issuing the invoice electronically.**

**Conclusion of the Contract:** The Contract shall be concluded electronically between you and Ilcsi upon Ilcsi's confirmation of the order by email. The Contract shall be concluded between you and Ilcsi at the date and time of sending the confirmation email.

By clicking on the order button, you give an offer to Ilcsi and you shall become bound to your offer. If the User does not receive the order confirmation within 48 hours, you shall be exempted from the binding effect of your offer, and shall not be obliged to take delivery of the product or service ordered. In such a case, Ilcsi will, within no later than fourteen days of becoming aware of the withdrawal, reimburse the full amount already paid by the User, including any costs arising with performance, if any.

A new Contract will be formed for the given order upon every single order placed, even if the Parties are the same.

**Duration of Contract:** The Contract concluded between you and Ilcsi for product or service order shall remain in force for a fixed period, until full performance of the obligations laid down therein.

**The shortest period of your obligations:** the period from placing the order entailing a payment obligation until receipt of the products or services ordered and payment of their purchase price, fee and related costs.

**Erroneous data:** Ilcsi does its best to indicate accurate information on the Website; still, certain data or information may appear on the Website inaccurately or deficiently. Where the details or price of the products or services appear inaccurately or deficiently on the Website, Ilcsi reserves the right to correct the error or deficiency by also notifying the Users concerned. In such cases, Ilcsi shall have no obligation to deliver the product or service at the wrong price or with the wrong characteristics; instead, upon detecting the error, it shall forthwith notify the User placing the Order on the accurate data and offer delivery at the correct purchase price or with the real characteristics. In awareness of the correct purchase price or the real characteristics, the User may cancel the Order or confirm the Order; in case of underpayment, by paying the correct amount and, in the case of overpayment, by requesting refund. In case of cancellation, Ilcsi will refund all remuneration paid by you within 14 days of receipt of your declaration, including shipment (delivery) costs (if any) and, in case of overpayment, such overpaid amount.

**Further data supply:** If Ilcsi needs to provision of further data from you in order to properly perform the Contract, or any circumstance arises in relation to you which needs to be disclosed to Ilcsi for the performance of the Contract, you shall be obliged to disclose such circumstance, information or data to Ilcsi without delay.

## **B) REGISTRATION**

**Registration process:** You have the opportunity for retail registration on the Website. After providing the data and making the declarations as indicated, click on the button to confirm registration. Registration is subject to approval, and you will be notified when it has been granted. You can correct any erroneously entered data on the registration form before clicking on the button for confirming registration. After the registration, you can correct your registration data in your User Account in the User profile menu by deleting the erroneous data, entering the correct data, and saving the changes.

Retail registration is free of charge.

**Conclusion of the Contract:** In the case of Registration, the Contract for Registration shall be concluded between you and Ilcsi upon the confirmation of the Registration for an indefinite period. The shortest period of your obligations: the period during which you maintain your Registration.

### C) CHAT CONSULTATION SERVICE

**Chat consultation process:** where Ilcsi offers such service on the Website, you can send your questions in relation to the products available in the Webshop directly to a beautician by clicking the send button after entering it on the chat window (e.g. by typing, sending a photo), and the beautician will answer you in the chat window or by email. Access to the chat platform is provided by Ilcsi on the Website. Ilcsi and the responding beautician professional will handle the provided data confidentially and use them only to the extent necessary for providing the service.

The use of the chat platform and the related beautician consultation service is free of charge.

**Conclusion of the Contract:** The Contract for the use of the Chat platform service is concluded between you and Ilcsi upon use of the chat consultation service (e.g. upon the sending of your message) for the duration of your participation in the chat. The shortest period of your obligations: the duration of your participation in the chat.

### D) NEWSLETTER

**Newsletter subscription process:** On the Website, you have the opportunity to subscribe for the regular electronic newsletter(s) on Ilcsi's offers, news and novelties. You can access the types of newsletters and the subscription interface on the Website, and the newsletters available only to certain Users on the relevant Users subpage of the Website. After providing the data and making the declarations as indicated, click on the button to subscribe. If you want to correct the data provided, you can do so on the subscription platform before clicking the subscribe button by deleting the incorrect data and providing the correct one, while after sending the subscription, by correcting the data in the newsletter settings menu in the User Account. If you wish to unsubscribe from the newsletter, you can do so by unticking or ticking the 'checkboxes' in front of the newsletters in your User Account under 'My personal data' or by clicking on the unsubscribe link in the newsletter.

The newsletter service is provided free of charge.

**Conclusion of the Contract:** The Contract for the newsletter service shall be concluded between you and Ilcsi upon subscription for an indefinite term. The shortest period of your obligations: the period until you unsubscribe.

### E) INFORMATION SERVICES

You have the opportunity to browse the Website and read the information published by Ilcsi. By starting to browse the Website, you accept the provisions of this Contract, and this Contract enters into effect between you and Ilcsi for the period of browsing. The shortest period of your obligations: the duration of browsing.

### F) SOCIAL MEDIA SITES

**Social media activities:** you have the possibility to follow Ilcsi on the Ilcsi social media Website, like, comment on posts, post, leave a review, share a post. **Please note that these services are made available to you by the provider of the social media site, in accordance with its own terms and conditions**, which you accept by using the social media services. Your activity on the social media site is subject to the provisions of this Contract, in particular (but not limited to) the Declarations set out in Section 3 of this Contract and the Content rules set out in Section 14 below.

The free nature of the service and the fees for the service shall be determined by the social media provider enabling the service.

**Conclusion of the Contract:** This Contract is concluded between you and Ilcsi for an indefinite period of time from the moment you become active on the social media site. The shortest duration of your obligations: the duration of your activity.

The terms and conditions of this Contract are in addition to the terms and conditions of the social media providers. In the event of any conflict between this Contract and the rules of the relevant social media site, the rules of the relevant social media site shall prevail.

**Specific provision applicable to REGISTRATION, NEWSLETTER, CHAT CONSULTATION, SOCIAL MEDIA SITES AND INFORMATION (browsing the site) services:**

**Starting the service: By using these services, you acknowledge that Ilcsi will start the services without undue delay after the conclusion of the Contract and that you expressly request Ilcsi to start these services without undue delay within 14 days from the date of conclusion of this Contract. The services shall be deemed to have been fully performed when the digital content or service is made available to you. YOU REPRESENT THAT YOU ACCEPT THAT, UPON FULL PERFORMANCE OF THE SERVICES, YOU FORFEIT YOUR RIGHT OF WITHDRAWAL WITHIN 14 DAYS WITHOUT PROVIDING THE REASONS. However, please note that you may terminate these services at any time under this Contract (e.g., unsubscribe from the newsletter or delete your User Account).**

**G) LOYALTY PROGRAM**

Ilcsi makes available a Retail Online Loyalty Program (**Loyalty Program**) to Users with a valid retail Registration and User Account on the Website; the Program is available in those of its Webshops where loyalty points are indicated for the products/services displayed. Users who purchase products and/or services through the Loyalty Program by logging into a User Account will receive loyalty points, the value of which can be redeemed for services or redeemed for a subsequent purchase in the Webshop. Loyalty points are not redeemable directly for cash or transferable to a third party. The collection and redemption value of loyalty points can be found here. The program is open only to retail Users registered on the Website. By accepting the General Terms and Conditions of Contract and the Privacy Notice during the online Registration process, the registrants are automatically enrolled in the Loyalty Program, without the need to apply separately. Users with a professional Registration (beauticians, **beautician students**, resale partners) are not eligible to join the Loyalty Program. Participation in the Loyalty Program is free of charge and does not create any purchase obligation for the User participating in the program.

Loyalty points are accumulated in the virtual account of the registered User Account for each logged-in purchase. In the event that a person purchases without a valid Registration or does not log in to the registered User Account at the time of purchase, and if he/she uses a different email address to log in, we will not be able to credit loyalty points for that order, even afterwards.

The Loyalty Program is linked to one currency only (HUF, EUR, PLN), and programs between different currencies/countries are not interoperable. Thus, loyalty points and discounts collected in the Webshops of different Websites are only valid in the Webshop of the given Website (the Webshop available on the Website where a valid retail registration exists) and cannot be used for purchases in the Webshop of any other Website. Only whole loyalty points can be collected during the point accumulation process, no fractional points can be collected. Loyalty points can only be earned for specific products and services purchased and paid for as indicated on the Website. Loyalty points can be earned for products/services on special offer, 'My Ilcsi' products and products/services purchased with a coupon, but no loyalty points will be credited for free product samples, gifts and for any consideration other than the purchase price of the product or service, shipping, packaging or other charges.

Loyalty points will be credited immediately upon payment by bank card, and in the case of cash on delivery, immediately upon receipt of the cash on delivery, but no later than the 2nd business day thereafter, and will be available for viewing in the User Account and redeemable for further purchases.

There is no limit to the maximum number of loyalty points that can be earned and Ilcsi reserves the right to determine and credit extra point values for certain products or services during individual promotions.

For registered retail Users, the current points balance and details of loyalty points credited and used can be viewed in the User Account after logging in.

If the User cancels the purchase (returns the products) or does not pay or receives a refund of the purchase price or service fee for the product or service, Ilcsi will deduct the loyalty points credited for the order in question from the User's points balance.

Loyalty points will also be deducted if there is any apparent error, abuse or fraud in the points balance, therefore Ilcsi reserves the right not to grant the loyalty points due to the unlawful accumulation of loyalty points or to revoke the loyalty points already granted.

If the cancellation is partial, i.e. in case of multiple products or services purchased at the same time, Ilcsi will only deduct the points credited for the product/service affected by the cancellation from the points balance.

If, prior to the deduction of points as described above, the User has already used a number of points equal to the number of loyalty points deducted subsequently, his/her point balance may be negative, in which case the loyalty points collected subsequently shall first be used to fill the negative point balance and only then shall the point balance be actually positively increased, after the deficit has been fully filled.

#### Redemption of loyalty points:

Loyalty points may be redeemed for all products and services available for purchase in the Webshop, by paying part or all of the purchase price of the products or services (including shipping costs) using the value of the loyalty points. Thus, the value of the loyalty points to be used will be deducted from the total value of the shopping basket – up to the total value of the shopping basket.

Loyalty points can only be redeemed when the purchase billed to the Registration holder.

Loyalty points may also be used for products and services purchased at a discount or with a coupon. In the case of promotions with a purchase limit, the basket value less the number of loyalty points used will be taken into account. In other words, if the shopping basket, including the loyalty points used, does not reach the value offering the discount, the user will not be entitled to the discount/gift advertised in the relevant purchase-limit promotion.

In the event of withdrawal from the purchase of a complete basket, if the registered User has paid part or all of the purchase price of the ordered products or services using points, the amount of points used will be re-credited to the User's balance, provided that the product(s), if the User is obliged to do so under this Contract, are returned to Ilcsi in accordance with this Contract. No point refund will be made for point values calculated into the delivery cost. Credit will be issued within 2 (two) business days of the return of the product(s). In the event of a partial withdrawal, i.e. if the User withdraws from part of the total purchase price, the amount of points used for the products or services affected by the withdrawal will not be re-credited to the registered User's balance, but will be considered by Ilcsi as having been used by the User to pay the purchase price of the product(s) not affected by the withdrawal.

In the case of a partial withdrawal, where the full amount of the purchase price has been settled with points, the redeemed points will be credited for the product or service affected by the partial withdrawal, within 2 (two) working days of its complete return in the case of a product, or immediately in the case of a service. If more loyalty points than the purchase price of the product or service not affected by the cancellation have been used in the order, we will credit the User's virtual loyalty account with the number of points in excess of the value of the loyalty points that can be used up to the purchase price of the product or service not affected by the withdrawal.

#### Unsubscribing from the Loyalty Program:

As the Loyalty Program is an integral part of the retail Registration system, it is only possible to exit the Loyalty Program by deleting the entire retail User Account. Deletion of Registration can be initiated by clicking/tapping on the Request Profile Deletion function after logging into the User Account. **Unused loyalty points are automatically deleted when the User Account is deleted and cannot be credited subsequently** (even if the same User registers again later with the same data and creates a User Account on the Website).

Ilcsi reserves the right to unilaterally modify or terminate the Loyalty Program, or any of its terms and conditions, at any time, subject to the terms and conditions of this Contract, subject to the rules governing the modification of the Contract. In the event of termination of the Loyalty Program or cancellation of loyalty points that have been accumulated for a long period of time but not redeemed, Ilcsi shall inform the Users participating in the Loyalty Program in advance and shall cancel the unused loyalty points on the 30th day following the date of sending the information. The User shall not be entitled to any consideration or virtual value for the points cancelled.

## 6. THE FORM, FILING AND AVAILABILITY OF THE CONTRACT

You acknowledge that this Contract is concluded in electronic form between you and Ilcsi, and Ilcsi shall not be obliged to send you the Contract in hard copy. Ilcsi, however, allows and also recommends you to download this Contract to your own data carrier or to print it upon reading and accepting it. You also acknowledge that Ilcsi shall not archive the Contract or any other communication or transaction concluded by and between you and

Ilcsi. Ilcsi will not keep this Contract on file. After conclusion, this Contract will be available on the Website under the 'General Terms and Conditions of Contract' menu.

## 7. LANGUAGE OF THE CONTRACT, WRITTEN FORM

The Contract is available in the following languages: in English and Hungarian on the Hungarian Website, in English on the English Website and in Polish on the Polish Website. This Contract is a distance contract, which shall be concluded by your conduct, and shall not qualify as a written contract.

## 8. AMENDMENT OF THE CONTRACT

Ilcsi reserves the right to **amend** this Contract **unilaterally**, with the condition that Ilcsi shall notify you of the amendment at least 5 (five) days prior to the effective date of such amendment, in the form of an announcement through the Website. To be able to become aware of and view the amendment, you need to have internet access and shall check the Website regularly. Ilcsi undertakes to indicate the effective date in the heading of the Contract text published on the Website. The amendment shall not affect the performance of any pending orders. The amended provisions shall apply to the orders placed after the effective date.

The current Contract is available in the 'General Terms and Conditions of Contract' menu on the Website.

You acknowledge and accept that if you continue to use the Webshop and the Website after the terms and conditions of this Contract have changed, Ilcsi will deem that you have accepted the amended version of the Contract.

## 9. TERMINATION OF THE CONTRACT

**Withdrawal without giving reasons:** The **User qualifying as a consumer** shall be entitled to withdraw from this Contract and from the order within 14 days, without giving any reason, pursuant to the provisions of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights (under Hungarian law, based on Government Decree No. 45/2014. (II. 26.)).

**Please note that, having regard to the exclusions under law, in the case of our cosmetic products you may only exercise your right of withdrawal without any reason under law and specified below if you did not open the product.**

**If the product has been opened and you are not satisfied with it, you may claim a refund of the purchase price of the product under this contract in accordance with Section 13. (Warranty and commercial guarantee) below.**

**'Consumer'** means any natural person who is acting for purposes which are outside his trade, profession or business.

**In case of orders placed in the Webshop:** The period for withdrawal shall be 14 days from the day of receipt of the ordered product by you or a third party (other than the courier) designated by you. In the case of supplying more than one product, the period for withdrawal shall be 14 days from the day of receipt by you or a third party (other than the courier) designated by you of the last product ordered. In the case of delivery of a good consisting of multiple lots or pieces, the deadline shall expire on the day of receipt by you or a third party (other than the courier) designated by you of the last lot or piece.

If you wish to exercise your right of withdrawal, you can make your unequivocal statement setting out your decision to withdraw by sending the model form available here or any other unequivocal statement on your withdrawal to Ilcsi by post or email to Ilcsi's address indicated at the beginning of the Contract (H-1021 Budapest, Üdülő út 37, Hungary) or to [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com) in Hungarian and [customer care@ilcsi.com](mailto:customer care@ilcsi.com) in English.

You shall be deemed to have exercised your right of withdrawal before the deadline if you send your statement on withdrawal (dispatch it by post or send by email) before the expiry of the above deadline (even on the last day of the deadline).

You may exercise their right of withdrawal also between the date of Contract conclusion and date of receipt of the product.

If it was the User who made the offer for Contract conclusion, he or she may withdraw from the offer before Contract conclusion, which shall terminate the binding effect of the offer for Contract conclusion.

If you withdraw from this Contract, we shall reimburse to you all consideration received from you, including the costs of shipment (delivery) (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by Ilcsi), without undue delay and in any event not later than 14 days from the day on which we receive your statement on withdrawal.

In the case of reimbursement, we apply the same method of payment as the one used for the original transaction, except if you expressly grant your consent to the use of another method; you will be charged no additional costs whatsoever due to the use of such method of reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your decision on withdrawal (the date of dispatch or handover shall be governing). The deadline shall be deemed complied with if you dispatch the product before the expiry of the 14-day deadline (even on the last day). You will have to bear the direct cost of returning the goods as shipping cost. Ilcsi shall not take delivery of the package if it is returned by cash on delivery.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Ilcsi will forthwith confirm receipt of the User's withdrawal statement by email.

**You shall not be entitled to the right of withdrawal as regards the following:**

- a) **service contracts after the service has been fully and completely performed**, if the service is provided in full under a contract giving rise to an obligation to pay, if the performance has begun with the consumer's prior express consent, and with the acknowledgement that the consumer will lose his or her right of withdrawal once the contract has been fully performed by the trader;
- b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the 14-day period;
- c) non-prefabricated goods made according to the consumer's instructions or at the consumer's express request, or which are clearly personalised;
- d) the supply of goods which are liable to deteriorate or expire rapidly;
- e) **the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery**;
- f) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- g) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which only takes place after thirty days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
- h) works contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance;
- i) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed by the consumer after delivery;
- j) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- k) contracts concluded at a public auction;

l) 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 performance;

m) the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his or her acknowledgment that he or she thereby loses the right of withdrawal and the business has provided confirmation to the consumer.

Pursuant to the legal exclusion under point e) above, the User qualifying as a consumer **shall not be entitled to withdraw from the Contract without giving reasons if he or she has unsealed the product**, given that the product ordered by you will be a sealed product in each case, and is not suitable for return due to health protection or hygiene reasons after having been unsealed.

However, in the cases set out in points (a) to (c) and (e) above, the consumer may exercise his or her right of withdrawal if he or she has concluded the contract in the context of an **off-premises sale** or a **sale of goods with a sales presentation**.

**Termination with immediate effect:** Ilcsi may terminate this Contract with immediate effect with giving the reasons and may delete or suspend your order in particular in (but not limited to) the following cases:

- if you have violated the provisions of this Contract (or the conduct guidelines, if applicable) or the applicable laws;
- if you fail to pay the purchase price or fee of the ordered products or services by the deadline;
- if your conduct provides justified grounds for that, or if you cause damage in any other way;
- if you use the Webshop or the Website other than in the intended manner;
- if you infringe upon the conditions of intellectual property as regulated in the effective laws applicable to you or in the Contract, or violate them in any other way;
- if Ilcsi closes the Webshop.

**In the case of registration, subscription to newsletter, chat consultation and information services, and services for social media activities, where you pay for the service with your data:**

**Termination without giving reasons:** If you qualify as a consumer, you shall be entitled under law to terminate the service within 14 days of the conclusion of this Contract and even any time thereafter without having to give the reasons. As the service is not subject to a charge, Ilcsi has no reimbursement obligation to the User in this case (and you have no obligation to pay any fee for the already performed services to Ilcsi either). You may exercise your right of termination by using the declaration form valid under the applicable law in force or by sending a clear declaration to this effect. You shall be deemed to have exercised your right of termination before the deadline if you send your statement on termination before the expiry of the above deadline. You shall send your unequivocal statement setting out your decision on termination (or the completed model form) to Ilcsi (for example by post or email) to Ilcsi's address indicated at the beginning of the Contract (H-1021 Budapest, Üdülő út 37, Hungary) or to the [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com) email address in Hungarian and [customer care@ilcsi.com](mailto:customer care@ilcsi.com) email address in English.

If the provision of the service has not yet started, the User qualifying as a consumer shall be entitled to withdrawal without giving reasons, which shall be governed by the rules applicable to termination without giving reasons.

**You acknowledge and represent that once the service has been fully performed** or as regards digital content which is not supplied on a tangible medium (e.g. information service on the Website), once performance has been started (given that Ilcsi has begun performance with the User's prior express consent – see the statement at the end of Section 5 herein), you will lose your statutory right to termination without giving the reasons as above.

Irrespective of the above legal provisions, however, **in the case of the Registration, newsletter, chat consultation, information and social media services, under this Contract you may terminate the given contract any time in a unilateral statement addressed to Ilcsi in writing, without having to give reasons.**

Ilcsi may **terminate this Contract with immediate effect** and may delete or suspend your registration, the sending of newsletters to you or providing you the chat or information service in particular in (but not limited to) the following cases:

- if you have violated the provisions of this Contract (or the conduct guidelines, if applicable);
- if your conduct provides justified grounds for that, or if you cause damage in any other way;
- if you use the Webshop and/or the services other than in the intended manner;
- if you infringe upon the conditions of intellectual property as regulated in the effective laws or in the contractual terms and conditions, or violate them in any other way;
- if Ilcsi terminates the services.

The termination of services for **social media site activities** is subject to the social media providers' own terms and conditions; the above terms only apply to the termination of this Contract. Please note that, in the event of termination, your relevant social media activity after termination will constitute a new Contract between you and Ilcsi.

**The provisions applicable to consumers of digital content or digital services provided in exchange for the purchase price or User personal data:** Ilcsi will refrain from using any content other than User personal data (provided or created by the User) generated through the use of such content, unless (a) such content is not used in connection with the digital content or digital service provided by Ilcsi, or (b) relates solely to the consumer's activities in using the digital content or digital service provided by Ilcsi, or (c) has been aggregated by Ilcsi with other data and cannot be or could only be separated with disproportionate effort, or (d) has been produced by the consumer in association with other persons and may continue to be used by other consumers. These data, except for those referred to in points (a) to (c), shall be made available by Ilcsi to the consumer upon request and shall be retrievable by the consumer free of charge, without restriction, within a reasonable time, in a commonly used and machine-readable data format.

In the event of withdrawal from the Contract, Ilcsi may prevent the consumer from continuing to use the digital content and the digital service, in particular by making the digital content and the digital service inaccessible to the consumer or by blocking the consumer's user account. In the event of withdrawal from the Contract, the consumer undertakes to refrain from using the digital content or the digital service and from making it available to third parties. If the digital content has been provided on a physical medium, the consumer shall, at the request of the undertaking, communicated within fourteen days of becoming aware of the termination, return the physical medium without delay at the expense of the undertaking. The consumer shall pay a fee for the use of the digital content or digital service for the period prior to the termination of the Contract in proportion to the service contractually provided.

## 10. CIRCUMSTANCES OF PERFORMANCE

**Shipment and receipt in case of orders placed in the Webshop:** Ilcsi undertakes to attempt to deliver the package with the ordered products to the addressee within maximum 14 working days following order confirmation. Should there be problems in delivery which prevent compliance with this deadline, Ilcsi or its delivery agent will notify you of this without delay and will do their best to ensure delivery within the shortest time.

Delivery can take place in the manners indicated in the **'Information on Payment and Delivery'** document. You will need to select the delivery method before placing the order.

**Delivery fee:** The delivery fee depends on the delivery zone. Therefore, you will be required to pay the delivery fee indicated next to the zone in which your requested delivery address is located.

You can find the delivery zones and the accurate amounts of the relating fees in the **'Information on Payment and Delivery'** document.

If Ilcsi provides such opportunity and you choose to pay the price of the product upon delivery, you will be required to pay a cash on delivery [COD] fee (if applicable) in addition to the purchase price and the delivery fee at the time of payment. If Ilcsi provides such opportunity, extra delivery service (e.g. rapid delivery) may also be available. You can find the exact fees of COD or extra services, if any, in the **'Information on Payment and Delivery'** document.

**Please read the 'Information on Payment and Delivery' before placing your order to be aware of the possible methods and exact fees of delivery!**

Ilcsi may use a delivery agent for shipment. Ilcsi will send your order placed in the Webshop in the form of a parcel to the delivery address or parcel point. You shall be obliged to cooperate with both Ilcsi and the delivery agent so that products can be delivered without delay, in accordance with the data indicated in the order.

At the time of delivery and receipt, the delivery agent shall not be obliged to verify the identity of the receiving person. Delivery shall be certified by the signature of the receiving person, the recording of the receiving person's name by the delivery agent or, in the case of parcel point deliveries, the fact of receipt. If a person other than you takes delivery of the package, the terms and conditions of this Contract shall be binding on you in every respect the same way as if you acted at delivery. Delivery is only possible after payment of the COD fee (if any), signing of the delivery receipt or recording of the name or, for parcel point delivery, after application of the personal code.

In case of having to wait for longer than 15 minutes, the delivery agent may abort its delivery attempt and is entitled to leave without delivery, so that the successful delivery fails due to the fault of the User. In this case, the order will be returned, Ilcsi will cancel the order and, in the case of orders other than cash on delivery, the purchase price will be refunded to the User. In such case, Ilcsi is not obliged to redeliver the order to the User, but you may place a new order for the product.

**Please check the product upon receipt in each case. If you detect any injury on the package, request it to be recorded and do not take delivery of the package.**

**If necessary due to force majeure, a legal provision or official measures, Ilcsi or the delivery agent may restrict or suspend orders and delivery, or change their terms.**

**Special rules pertaining to Registration, chat consultation and newsletter:** Ilcsi shall provide you the affected services immediately upon completion of the Registration, subscription or as soon as you start using the chat window; in the case of Registration, the User Account, in the case of newsletter, the subsequent online advertising newsletter and, for consultation, the opportunity of sending the question and receiving the answer from the moment of starting to use the chat window.

The provision of **services for social media activities** is subject to the terms and conditions of the social media site providers.

## **11. THE RIGHTS OF ILCSI, CONDUCT GUIDELINES**

Ilcsi reserves the right (but undertakes no obligation to) verify your identity with a view to avoid misleading identification data and the use of misleading content; and, in connection with that, Ilcsi shall be entitled to restrict your access until the completion of such verification process. Any delay resulting from that shall not result in a delay in performance, instead the deadlines undertaken by Ilcsi in the Contract shall be automatically extended by the term of such verification.

Ilcsi reserves the right (but assumes no liability) to repair the errors occurring on the Website.

**At present, there is no code of conduct or conduct guidelines** in effect pertaining to the use of the Website or the Webshop concerning the prohibition of unfair business-to-consumer commercial practices. The purpose of the conduct guidelines is for Ilcsi to set forth ethical and other rules of conduct in relation to the use of the Website, in addition to compliance with legal regulations. However, Ilcsi reserves the right (but assumes no obligation) to define and publish User conduct **guidelines**, and to amend them in the future in accordance with the rules applicable to the amendment of this Contract. Please also note that in Section 14 below, you will find the rules applicable to the Content you post, which you are obliged to follow in your activity as a User.

## **12. LIMITATION OF LIABILITY**

**YOU SHALL USE THE WEBSITE, THE WEBSHOP AND THE SERVICES AT YOUR OWN RISK.**

ILCSI SHALL BE ENTITLED TO AMEND OR TERMINATE THE WEBSITE AND THE SERVICES AVAILABLE THEREON ANY TIME IN ACCORDANCE WITH THE RULES OF AMENDMENT OF THIS CONTRACT, AND FULLY EXCLUDES ITS LIABILITY FOR SUCH CHANGES. ILCSI HAS NO OBLIGATION TO CONTINUOUSLY MAKE AVAILABLE THE SERVICES INDICATED ON THE WEBSITE, EXCEPT TO THE EXTENT REQUIRED BY MANDATORY LEGAL PROVISIONS.

ILCSI EXCLUDES ALL LIABILITY FOR THE CONDUCT OF THE INDIVIDUAL USER.

EXCEPT TO THE EXTENT REQUIRED BY MANDATORY LEGAL PROVISIONS, ILCSI UNDERTAKES NO WARRANTY FOR THE USABILITY AND FUNCTIONALITY OF THE WEBSITE, THE SERVICES AND THE WEBSHOP, OR THAT THEY ARE FREE FROM ANY DEFECTS AND COMPLY WITH THE USERS' EXPECTATIONS; OR FOR THE SECURITY OF THE OPERATING SERVER OR ANY DAMAGE OCCURRING TO THE USER'S DEVICES.

ILCSI WILL NOT CHECK WHETHER THE LAWS APPLICABLE TO THE USER (I.E. YOUR PERSONAL LAW, OR THE LAWS APPLICABLE TO YOU BASED ON YOUR ADDRESS OR TEMPORARY RESIDENCE) OR ANY RELIGIOUS OR SOCIAL REGULATION PROHIBITS OR RESTRICTS THE USE OF THE WEBSITE, THE SERVICES, THE WEBSHOP OR ANY OTHER RELATED WEBSHOP; AND WILL NOT ASSUME LIABILITY FOR THE CONSEQUENCES OF ANY SUCH PROHIBITION OR RESTRICTION.

ILCSI SHALL NOT BE LIABLE FOR ANY OUTAGE OR UNAVAILABILITY OCCURRING DUE TO REASONS OUTSIDE ITS SPHERE OF INTEREST, FOR ANY FAILURE IN THE INTERNET CONNECTION NECESSARY FOR THE USE OF THE WEBSITE OR THE SERVICES AVAILABLE THEREON, OR FOR ANY RESTRICTIONS AFFECTING THE USE OF THE WEBSITE AND THE SERVICES OFFERED THEREON (INCLUDING YOUR ORDERS IN THE WEBSHOP OR ON THE WEBSITE) DUE TO LEGAL, OFFICIAL OR OTHER REASONS OR DUE TO FORCE MAJEURE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ILCSI EXCLUDES ITS LIABILITY FOR DATA ENTRY AND DISPLAY ERRORS, OR ERRONEOUSLY INDICATED PRICES.

YOU SHALL BE SOLELY RESPONSIBLE FOR ANY ERROR IN THE DATA PROVIDED BY YOU. ILCSI SHALL NOT BE OBLIGED TO CHECK THE ACCURACY OF THE DATA PROVIDED BY YOU, AND HAS NO LIABILITY WHATSOEVER FOR ANY CONSEQUENCES RESULTING FROM IMPROPER OR IMPROPERLY PROVIDED DATA. YOU SHALL INDEMNIFY ILCSI FOR ANY CONSEQUENCES RESULTING FROM IMPROPER OR IMPROPERLY PROVIDED DATA AND WHICH ADVERSELY AFFECTS ILCSI.

PLEASE NOTE THAT YOU ARE LIABLE FOR THE ACCURACY OF THE CONTACT INFORMATION PROVIDED BY YOU FOR THE PURPOSES OF SERVICE-RELATED MESSAGES AND PACKAGE DELIVERY, FOR SUCH CONTACT INFORMATION TO BE SUITABLE FOR MESSAGE AND PACKAGE DELIVERY, AND THAT YOU ACTUALLY CHECK THE SAME AND/OR ARE NOTIFIED OF THE RECEIPT OF INCOMING MESSAGES AND CONSIGNMENTS.

ILCSI'S LIABILITY REGARDING PERFORMANCE OF THE ORDERS PLACED IN THE WEBSHOP OR ON THE WEBSITE SHALL BE LIMITED TO THE CONTRACT PRICE OF THE AFFECTED PRODUCTS.

ILCSI'S FULL LIABILITY REGARDING THE CONTRACT SHALL BE LIMITED TO THE FULL NET AMOUNT THE GIVEN USER PAID TO ILCSI UNDER THE CONTRACT IN THE 12 MONTHS PRECEDING THE DAMAGE.

ILCSI SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE, PROFIT OR INCOME FOREGONE, LOST PRODUCT OR SERVICE USE. THIS LIMITATION AND EXCLUSION OF LIABILITY SHALL NOT APPLY TO DAMAGE REGARDING WHICH THE LIMITATION OR EXCLUSION OF LIABILITY IS RULED OUT UNDER MANDATORY LAW.

**Force Majeure:** For the purposes of this Contract, all extraordinary events that prevent the fulfilment of this Contract, are beyond your and Ilcsi's control, and the effects of which neither you or Ilcsi is able to avert, shall qualify as force majeure. If performance of the obligations under this Contract is prevented by force majeure beyond the control of the party concerned (you or Ilcsi), neither you or Ilcsi shall be liable, and this shall not qualify as breach of contract. In case of force majeure, the affected party (you or Ilcsi) shall inform the other party thereof without delay, and do their best to perform the contractual obligations within a reasonable period.

If the force majeure persists for more than 2 months, either party (you or Ilcsi) may terminate this Contract with immediate effect.

### 13. WARRANTY AND COMMERCIAL GUARANTEE

#### Warranty for material defects

You as a consumer may enforce your warranty claims for material defects against us in the case of Ilcsi's defective performance.

Under Hungarian law, you may enforce the claim in accordance with the rules of the Civil Code, which are as follows:

At your option, you may enforce the following warranty claims:

You may claim either repair or replacement, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the company as compared to the alternative remedy. If you did not, or had no grounds to, request repair or replacement, you may ask for a commensurate reduction in the consideration or – as a last resort – you may withdraw from the Contract. (If the Contract is not for the sale of goods or the provision of digital content or digital services for consideration or for the provision of User personal data, you may, in addition, repair the defect yourself or have it repaired by another party at Ilcsi's expense.)

You are also entitled to claim a proportionate reduction of the price or to terminate the Contract if Ilcsi has failed to repair or replace the goods, or has done so but has not ensured the return of the replaced goods at its own expense, or has refused to make the goods conform to the Contract; or if there has been a repeated failure to perform, despite Ilcsi's attempts to make the goods conform to the Contract; the non-performance is of such a serious nature as to justify immediate price reduction or immediate termination of the Contract; or Ilcsi has not undertaken to bring the product into conformity with the Contract or it is obvious from the circumstances that Ilcsi will not bring the products into conformity with the Contract within a reasonable time or without significant detriment to you. If the consumer wishes to terminate the Contract on the grounds of defective performance, the burden of proving that the defect is insignificant shall be on the undertaking. The consumer shall be entitled to retain all or part of the remaining purchase price, in proportion to the seriousness of the lack of conformity, until the undertaking has fulfilled its obligations regarding the conformity of the performance and the lack of conformity.

The consumer may terminate the Contract without a request for performance by the undertaking in the case of digital services provided for consideration or in return for personal data if the undertaking has not undertaken to supply the digital content or to provide the digital service or it is clear from the circumstances that it will not supply the digital content or provide the digital service; or it is clear from the agreement of the parties or the circumstances in which the contract was concluded that it is essential for the consumer to perform within a specified period of time and the undertaking fails to do so.

You may switch from the selected warranty right to another, however, the cost of switch-over shall be covered by you unless it was made necessary by the company's conduct or for other justified reasons.

You shall be required to inform the company of any lack of conformity without delay after noticing it. If you fail to notify us of a defect within two months of discovering the defect, you will be liable for any damages resulting from the delay. Nevertheless, please be aware that your right to enforce your claim under warranty for material defects shall expire after a limitation period of two years, calculated from the performance of the Contract.

You may enforce your warranty claim for material defects against Ilcsi.

If you enforce your warranty claim within 1 year from the date of performance, it shall not be conditional upon anything else but the communication of the defect, provided that you prove that the product was provided by Ilcsi. After 1 year from the date of performance, however, it is you who has to prove that the defect you detected

had already existed at the moment of performance. (If it is not goods or a digital service provided for consideration or in exchange for personal data of the User; because in such a case, the period is 6 months.)

Ilcsi will ensure the return of the replaced product at its own expense.

If the consumer terminates the Contract in its entirety or in respect of part of the products supplied under the Contract, the consumer must return the goods concerned to the undertaking at the undertaking's expense; and the undertaking must reimburse the consumer immediately for the purchase price/service charge paid for the product or digital service concerned, in the case of a product, as soon as the product or the return certificate has been received. The undertaking shall reimburse the amount refunded to the consumer in the same way as the consumer used to make the payment and the cost of the reimbursement shall be borne by the undertaking. With the express agreement of the consumer, the undertaking may use another method of payment for the refund, but the consumer shall not be charged any additional fee as a result.

The product or digital service provided in exchange for consideration or User personal data must be fit for any purpose specified by you, which you have made known to Ilcsi at the latest at the time of the conclusion of the Contract and which Ilcsi has accepted, and must be fit for the purposes required by law for the same type of service.

### **Product warranty**

In the case of ordering a product in the Webshop: In case of defect in the ordered product, you as a consumer may choose to enforce claims under the above warranty for material defects or product warranty claims.

Under Hungarian law, you may enforce the claim in accordance with the rules of the Civil Code, which are as follows:

As product warranty claim, you may only request repair or replacement of the defective product.

A product shall be deemed defective if it does not meet the requirements related to conformity in effect at the time of placing on the market, or it does not meet the specifications provided by the manufacturer.

You may enforce your product warranty claim within two years from the date when the product was placed on the market by the manufacturer. Upon expiry of this deadline you shall forfeit this right.

Product warranty claims can only be enforced against the manufacturer or distributor of the product. In case of enforcing a product warranty claim, the defect of the product shall be proven by you.

The manufacturer (distributor) shall only be relieved of its product warranty liability if it can prove that:

- the product was not produced or distributed within the framework of its regular business activities, or
- at the time the product was placed on the market the defect could not have been discovered according to the current state of scientific and technological achievements, or
- the defect in the product was caused by the application of a statutory or regulatory provision.

In order to be relieved of liability, it is enough for the manufacturer (distributor) to prove one reason.

Please be informed that you may not enforce a claim under warranty for material defects and product warranty claim at once, in parallel, based on the same defect. However, if your product warranty claim is enforced successfully, you may enforce your claim under warranty for material defects concerning the replaced product or the repaired part, against the manufacturer.

### **Commercial guarantee:**

Ilcsi **undertakes commercial guarantee according to the below conditions** for the products and services available on the Website and in the Webshop, unless Ilcsi is obliged to provide other commercial guarantee by law in addition to those set forth below; in such a case, it will undertake guarantee to the extent mandatorily required by law. Irrespective of that, you shall also be entitled to the above warranty rights upon defective

performance by Ilcsi with the condition, that due to the same defect you cannot assert a warranty claim for material defects and a claim for commercial guarantee, as well as a product warranty claim and a claim for commercial guarantee at the same time, parallel with each other. Otherwise, you are entitled to the rights arising from commercial guarantee regardless of the warranty rights for material defects and product warranty Ilcsi is released from its obligation arising from commercial guarantee under this contract set forth below only if it proves that the cause of the defect arose after performance.

#### **Money-Back Guarantee:**

If you purchased a product from a Webshop that advertised a Money-Back Guarantee at the time of the purchase, and you are unsatisfied with any of the products bought in the Webshop, **you may request refund of the purchase price of the product(s) bought from Ilcsi** provided that the following conditions are fulfilled:

Conditions of the Money-Back Guarantee:

- You can only use the Money-Back Guarantee if you made the purchase no more than 30 (thirty) days ago.
- You can only use the Money-Back Guarantee if the original packaging and at least 75% of the original net content of the primary packaging of the product(s) which the complaint relates are preserved.

Follow these steps to get your refund:

- Let us know in an email sent to the [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com) email address in Hungarian and [customer-care@ilcsi.com](mailto:customer-care@ilcsi.com) email address in English that you wish to use the Money-Back Guarantee.
- You must indicate, if you request the purchase price you paid to Ilcsi for the product(s) or a coupon of the same amount entitling you to buy in the Webshop under the Money-Back Guarantee set forth hereto in your request.
- You must return all products covered by the Money-Back Guarantee to Ilcsi in their original packaging and with at least 75% of the original net content of the primary packaging within 30 (thirty) calendar days as of the purchase (shipping must be done by this date).
- Any costs of returning the product(s) shall be borne by you, we are not able to accept a cash on delivery package.
- If you ordered more than one product at the time of your purchase, you may return all the products and request a Money-Back Guarantee on each product within the time limit set out in the current section. In this case you must meet the conditions set out in this section regarding each product.

The refund will be made within 30 (thirty) calendar days as of the receipt of the returned product(s). For refunds we primarily apply the same method of payment as the one used for the original transaction. If you paid a discounted price for the product(s), we will refund you the discounted price.

#### **14. CONTENTS, MODERATION PRINCIPLES**

You shall assume full liability for any content, information and data you provide or display while using the Website or placing the order, including but not limited to personal data, personal messages, other comment and the consequences of any of the former. In the case of the contents (e.g. works protected by copyright) uploaded to the Website, provided or made available during the use of the Website or Webshop, the User shall be liable for the lawfulness of causing such availability as well as that of the content, including that it does not infringe on the right or legitimate interest of any third party. If you violate your above obligations and Ilcsi suffers damage out of or in connection with the violation of the obligations, you shall fully compensate Ilcsi for the damage, including attorney's costs. When uploading or posting content, you must comply with the terms of this Contract, in particular with Section 3 (**Declarations**) and this Section (**Content, moderation principles**).

Ilcsi as an intermediary service provider shall not be obliged but is entitled to inspect the content and information placed, displayed or published by you. Ilcsi, being an intermediary service provider, shall not be liable for any information it may transfer. Furthermore, Ilcsi shall not be obligated to look for facts and activities in connection with your user behaviour that refer to the conduct of unlawful activities.

**By accepting this Contract, by disclosing, uploading and making available content you grant your consent for Ilcsi to eliminate from the Website, without any prior or subsequent notification, compensation or payment of damages, any content (including any reference (link) to such a content), or to deny access to the same, which, at its own discretion, violates the Contract;** including but not limited to what it finds:

- illegal, against the law
- unlawful
- unfair
- threatening, abusive, harassing, hateful, inflammatory, personal
- defamatory, libellous
- obscene, vulgar
- aggressive, intimidating, scaremongering
- violating the human, personal or other rights of others, or involving political activity
- containing prohibited symbols which insult or denigrate nations, national emblems or any other minorities or symbols of minorities
- or otherwise objectionable content that violates or is likely to violate this Contract or the requirements of good faith and fair dealing.

Should Ilcsi delete, under this Section, such a content that has been obtained/uploaded in exchange for payment, it shall not be obliged to reimburse its price to the User. Otherwise Ilcsi will not change any content you upload.

Furthermore, no false reviews or recommendations may be published on the Website.

It is also forbidden to copy back content deleted by Ilcsi, to quote from deleted content, to type or paste long texts without purpose (flooding), to publish textless (empty) or meaningless content, and to engage in overt or covert commercial advertising, not including advertising for Ilcsi's own products or for products distributed by Ilcsi.

Ilcsi is under no obligation to warn the User before deletion and will decide on deletion or refusal of access on a case-by-case basis. Ilcsi reserves the right to file a complaint with the authorities in respect of content that is manifestly illegal or criminal or likely to be so.

With regard to **reviews** from Users, Ilcsi undertakes:

- not to publish as a User review or recommendation any review or recommendation that does not originate from a User or is untrue in order to promote its products
- not to assign anyone else to do so
- not claim them to be User-generated reviews,
- not to misrepresent a credible review or recommendation from a User,
- not to purchase or post a like from a fake profile,
- to make every effort to provide fair and balanced information.

To filter out false reviews and recommendations, Ilcsi requires that only Users with a registered or social media profile may post reviews and recommendations.

## 15. COPYRIGHTS

Regarding the own logos, trademarks, slogans and all contents (including but not limited to texts and images) published by Ilcsi on the Website or in the Webshop and/or the content of the messages sent to you by Ilcsi (e.g. copyrighted works), **you shall not be entitled** to use the content displayed on the Website, in the Webshop or in Ilcsi's messages in any way **without Ilcsi's prior express written consent**, except to the extent a binding law (not allowing deviation) makes it possible for you, such as, for copyrighted works, in the cases of fair use regulated in Act LXXVI of 1999 on Copyright.

You agree not to download any content from the Website, not to modify them or upload them to any other application/website. Please be informed that the Website and Webshop operated by us **qualify as databases**, and so Ilcsi's consent is required for copying any content element of the Website, making the same available to the public and/or communicating the same to the public. In case of violation of the above, Ilcsi reserves the right to enforce its claim for compensation.

By accepting this Contract, you agree to pay damages to Ilcsi for the unauthorised use of any content of the Website or the Webshop (whether text, image or database).

**For infringing on our copyrights in the product photos on the Website (e.g. copying, displaying on another website, other unauthorised use) you shall pay HUF 30,000 net per product photo and per use as damages to Ilcsi, in one instalment and immediately.**

The above damages amount has only been determined and is only payable based on infringement of Ilcsi's rights to product photos; it shall not include other copyright infringements or their consequences, the violation of, compensation for or the consequences of infringements of other rights of Ilcsi, nor does it include any other legal consequence other than damages (including but not limited to the repayment of any enrichment), which Ilcsi reserves the right to enforce.

Furthermore, the amount indicated above shall be construed as a minimum compensation regarding the specified copyright infringement. Ilcsi reserves the right to enforce further relevant damages, if any.

Ilcsi reserves the right – but assumes no obligation – to edit the Website at its own option, form it according to its own demands, and to upload and delete contents to and from the Website.

## **16. PRIVACY**

By using the Website, the services and the Webshop, you acknowledge and accept that Ilcsi will process your personal data in accordance with the effective Privacy Notice available on the Website. Ilcsi shall process the personal data in relation to this Contract in compliance with its effective Privacy Notice available on the Website and the applicable legislation. You undertake to comply with the applicable privacy laws.

## **17. CUSTOMER SERVICE, COMPLAINT HANDLING**

You can contact us in the following manner:

### **Central email address and postal address of the Webshop:**

email: in Hungarian: [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com)

In English: [customercare@ilcsi.com](mailto:customercare@ilcsi.com)

postal address: ILCSE E-Commerce Ltd, H-1021 Budapest, Üdülő út 37, Hungary

**Please note that we can provide you with general information about our products and services over the phone. We operate no after-sales telephone customer service in connection with the orders and services of the Webshop, and so we have no means to inspect any specific complaints communicated by you on the phone in relation to an order placed in the Webshop.**

**If you have any complaint in connection with our products or services, please communicate it to Ilcsi in writing in each case at the email address [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com) in Hungarian; [customercare@ilcsi.com](mailto:customercare@ilcsi.com) in English or by post to the address of H-1021 Budapest, Üdülő út 37, Hungary.**

If you have a question in connection with home delivery and the package is already at the courier, we will redirect you to the courier service.

You will receive a confirmation of the receipt of your complaint in each case. Ilcsi shall be obliged to reply to the complaint submitted in writing on the merits in writing, and shall send the reply to the User within 30 (thirty) days of receipt. If it considers that the complaint is not justified, it shall give the reasons, furthermore, it shall inform the User in writing on the available remedies depending on the nature of his or her complaint. Ilcsi shall retain the records of the complaint and the copy of the response for the time period indicated in the Privacy Notice

Consumers may notify their consumer protection complaints on the Website via the link specified under the 'Online Dispute Resolution' menu.

In Hungary, consumers can also submit their complaints to the relevant staff member of the competent district office closest to their place of residence, who, after the assessment of the complaint, will conduct an authority procedure if necessary. In the procedure conducted this way, the Government Office of Pest County shall act as

the authority of second instance. The list of district offices in Hungary is available through the following link: <http://jarasinfo.gov.hu/>

**Regarding the resolution of consumer complaints, please read the part on arbitration boards and online dispute resolution in Chapter 18 (Applicable law and legal disputes) below!**

**If you have a quality complaint and in the case of product recall, the Good Manufacturing Practice (GMP) guidelines** presented in Section 4 above are also applied in our complaint handling processes.

## **18. APPLICABLE LAW AND LEGAL DISPUTES**

This Contract shall be governed by Hungarian law, but as regards consumers in the Member States of the European Union, the law of the country of the consumer's habitual residence shall apply, having regard to Article 6 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

Issues not regulated herein shall be governed by – in the case of Hungarian law – the relevant provisions of Act V of 2013 on the Civil Code as well as Act CVIII of 2001 on Electronic Commerce Services. The application of international conventions on the sale of goods, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods dated in Vienna on 11 April 1980, is excluded in respect of this Contract.

### **Online Dispute Resolution for Consumers:**

Through the following link, an online dispute resolution platform is also available for the settlement of consumer's disputes arising from the orders related to this Contract: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU>

Fill in the online complaint form. Once Ilcsi has agreed to the resolution of the complaint in the dispute resolution process, you and Ilcsi will have to reach an agreement within 30 days on which dispute resolution body to request to inspect the complaint. Once the dispute resolution body has reached a decision regarding your complaint, it will indicate that on the online dispute resolution platform. You will receive a notification that a decision has been made in your case. To view the decision, you will have to login to your account. Email address of Ilcsi: in Hungarian: [ugyfelszolgalat@ilcsi.com](mailto:ugyfelszolgalat@ilcsi.com); in English: [customercare@ilcsi.com](mailto:customercare@ilcsi.com).

**Under Hungarian law: Arbitration board:** The User qualifying as a consumer may also turn to the following arbitration boards for the out-of-court resolution of the disputes arising in connection with the conclusion and performance of their Contracts with Ilcsi. Ilcsi has the obligation to cooperate in the arbitration board's procedure. For further information please visit: [http://www.bekeltetes.hu/index.php?id=tajekoztatas\\_az\\_eljaras\\_meneterol](http://www.bekeltetes.hu/index.php?id=tajekoztatas_az_eljaras_meneterol)

The arbitration board of Ilcsi's seat:

#### **Arbitration Board of Budapest**

Address: H-1016 Budapest, Krisztina krt. 99,  
Hungary  
Telephone number: +36 1 488-2131  
Fax number: +36 1 488-2186  
President: Dr. György Baranovszky  
Email: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

The list of arbitration boards, from which you can choose the board of your place of residence:

#### **Arbitration Board of Baranya County**

Address: H-7625 Pécs, Majorosy Imre u. 36,  
Hungary  
Mailing address: H-7602 Pécs, Pf. (PO Box) 109  
Telephone number: +36 72 507-154  
Fax number: +36 72 507-152

President: Dr. József Bodnár  
Email address: [bekelteto@pbkik.hu](mailto:bekelteto@pbkik.hu)

#### **Arbitration Board of Bács-Kiskun County**

Address: H-6000 Kecskemét, Árpád krt. 4, Hungary  
Telephone number: +36 76 501-525, + 36 76 501-500  
Fax number: +36 76 501-538  
President: Dr. Zsuzsanna Horváth  
Email: [bekeltetes@bacsbekeltetes.hu](mailto:bekeltetes@bacsbekeltetes.hu)

#### **Arbitration Board of Békés County**

Address: H-5600 Békéscsaba, Penza ltp. 5, Hungary  
Telephone number: +36 66 324-976, 446-354, 451-775  
Fax number: +36 66 324-976  
President: Dr. László Bagdi

Email: [bekeltetes@bmkik.hu](mailto:bekeltetes@bmkik.hu); [bmkik@bmkik.hu](mailto:bmkik@bmkik.hu)

**Arbitration Board of Borsod-Abaúj-Zemplén County**

Address: H-3525 Miskolc, Szentpáli u. 1, Hungary  
Telephone number: +36 46 501-091, 501-870  
Fax number: +36 46 501-099  
President: Dr. Péter Tulipán  
Email: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

**Arbitration Board of Budapest**

Address: H-1016 Budapest, Krisztina krt. 99, Hungary  
Telephone number: +36 1 488-2131  
Fax number: +36 1 488-2186  
President: Dr. György Baranovszky  
Email: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

**Arbitration Board of Csongrád County**

Address: H-6721 Szeged, Párizsi krt. 8-12, Hungary  
Telephone number: +36 62 554-250/extension 118  
Fax number: +36 62 426-149  
President: Dr. Károly Horváth  
Email: [info@csmkik.hu](mailto:info@csmkik.hu)

**Arbitration Board of Fejér County**

Address: H-8000 Székesfehérvár, Hosszúséta tér 4-6, Hungary  
Telephone number: +36 22 510-310  
Fax number: +36 22 510-312  
President: Dr. József Vári Kovács  
Email: [fmkik@fmkik.hu](mailto:fmkik@fmkik.hu); [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu)

**Arbitration Board of Győr-Moson-Sopron County**

Address: H-9021 Győr, Szent István út 10/a, Hungary  
Telephone number: +36 96 520-202; 520-217  
Fax number: +36 96 520-218  
President: László Horváth  
Email: [bekelteto@gymkik.hu](mailto:bekelteto@gymkik.hu)

**Arbitration Board of Hajdú-Bihar County**

Address: H-4025 Debrecen, Petőfi tér 10, Hungary  
Telephone number: +36 52 500-735  
Fax number: +36 52 500-720  
President: Dr. Zsolt Hajnal  
Email: [hbkik@hbkik.hu](mailto:hbkik@hbkik.hu)

**Arbitration Board of Heves County**

Address: H-3300 Eger, Faiskola út 15, Hungary  
Mailing address: H-3301 Eger, Pf. (PO Box) 440, Hungary  
Telephone number: +36 36 416-660/extension 105  
Fax number: +36 36 323-615  
President: Dr. Csaba Gordos  
Email: [hkik@hkik.hu](mailto:hkik@hkik.hu)

**Arbitration Board of Jász-Nagykun-Szolnok County**

Address: H-5000 Szolnok, Verseggy park 8, Hungary  
Telephone number: +36 56 510-610  
Fax number: +36 56 370-005  
President: Judit Dr. Lajkóné dr. Vigh  
Email: [kamara@jnszmik.hu](mailto:kamara@jnszmik.hu)

**Arbitration Board of Komárom-Esztergom County**

Address: H-2800 Tatabánya, Fő tér 36, Hungary  
Telephone number: +36 34 513-010  
Fax number: +36 34 316-259  
President: Dr. György Rozsnyói  
Email: [kemkik@kemkik.hu](mailto:kemkik@kemkik.hu)

**Arbitration Board of Nógrád County**

Address: H-3100 Salgótarján, Alkotmány út 9/a, Hungary  
Telephone number: +36 32 520-860  
Fax number: +36 32 520-862  
President: Dr. Erik Pongó  
Email: [nkik@nkik.hu](mailto:nkik@nkik.hu)

**Arbitration Board of Pest County**

Address: H-1055 Budapest Kossuth tér 6-8, Hungary  
Telephone number: +36 1-474-7921  
Fax number: +36 1-474-7921  
President: dr. Károly Csanádi  
Email: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

**Arbitration Board of Somogy County**

Address: H-7400 Kaposvár, Anna utca 6, Hungary  
Telephone number: +36 82 501-000  
Fax number: +36 82 501-046  
President: Dr. Ferenc Novák  
Email: [skik@skik.hu](mailto:skik@skik.hu)

**Arbitration Board of Szabolcs-Szatmár-Bereg County**

Address: H-4400 Nyíregyháza, Széchenyi u. 2, Hungary  
Telephone number: +36 42 311-544, + 36 42 420-180  
Fax number: +36 42 420-180  
President: Katalin Görömbeiné dr. Balmaz  
Email: [bekelteto@szabkam.hu](mailto:bekelteto@szabkam.hu)

**Arbitration Board of Tolna County**

Address: H-7100 Szekszárd, Arany J. u. 23-25, Hungary  
Telephone number: +36 74 411-661  
Fax number: +36 74 411-456  
President: Dr. Ferenc Gáll  
Email: [kamara@tmkik.hu](mailto:kamara@tmkik.hu)

**Arbitration Board of Vas County**

Address: H-9700 Szombathely, Honvéd tér 2, Hungary  
Telephone number: +36 94 312-356

Fax number: +36 94 316-936  
President: Dr. Zoltán Kövesdi  
Email: [vmkik@vmkik.hu](mailto:vmkik@vmkik.hu)

**Arbitration Board of Veszprém County**

Address: H-8200 Veszprém, Budapest u. 3, Hungary  
Telephone number: +36 88 429-008  
Fax number: +36 88 412-150  
President: Dr. Csaba Vasvári

Email: [info@bekeltetesveszprem.hu](mailto:info@bekeltetesveszprem.hu)

**Arbitration Board of Zala County**

Address: H-8900 Zalaegerszeg, Petőfi utca 24, Hungary  
Telephone number: +36 92 550-514  
Fax number: +36 92 550-525  
President: Dr. Sándor Molnár  
Email: [zmik@zmik.hu](mailto:zmik@zmik.hu); [zmbekelteto@zmik.hu](mailto:zmbekelteto@zmik.hu)

**19. MISCELLANEOUS**

This Contract shall form the entire agreement between Ilcsi and you regarding the order under this Contract (including Registration and the Newsletter) and shall supersede any previous agreement or practice, whether written or oral, between the parties regarding the Order.

Should any of the parties fail to fulfil their obligations or parts thereof under the Contract, or be in delay with their fulfilment, it may not be interpreted as a waiver by the other party of the obligations in question to the benefit of the party in default.

No practice, however widely known and frequently applied by the parties to similar contracts in the given business, shall become part of the Contract, unless expressly contained herein.

You agree and grant your consent to Ilcsi transferring the Contract to a third party or assigning its claims arising from the Contract. Such assignees or transferees may directly enforce and refer to any such provision of the Contract which provide for a benefit (or right) due to them.

**The Contract shall not affect the rights to which you are entitled in your capacity as a consumer, or the rights which may not be amended by you and Ilcsi in a contract, or which you may not waive in a contract.**

No provision in this Contract shall entitle you to use Ilcsi's trade name, trademarks, marks, signs, logos, domain names or other distinctive marks, except if and to the extent so allowed by a written agreement by and between you and Ilcsi.

If the laws in effect in your country prescribe provisions allowing for no derogation which are more stringent than the provisions laid down herein in connection with the use of the Webshop and the Website, you agree to comply with such provisions, but also acknowledge that Ilcsi's liability is based on the laws that are applicable under the law governing this Contract and, to the greatest extent permissible by applicable law, Ilcsi excludes its liability for not complying with the provisions applicable in your country.

Should any part of this Contract be invalid under an applicable cogent legal provision or final court decision, this shall not affect the validity of the Contract as a whole, and the provisions of the Contract not affected by such with the closest possible content.

If this Contract is available in several languages on the same Website and there is a difference between the language versions, the language version agreed to by the User shall be applicable and governing.

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