

## General Terms and Conditions

The present General Terms and Conditions (hereinafter referred to as "GTC") contains the rights and obligations of ATTRACT Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság [ATTRACT Trade and Services Limited Liability Company] (hereinafter referred to as "Provider") and the user (hereinafter referred to as "User" or, in case of a user being a consumer, the "Consumer") (the "Provider" and the "User" together hereinafter referred to as "Parties") using the e-commerce services provided by the Provider through the website [en.nosiboo.eu](https://en.nosiboo.eu) and webshop [shop.nosiboo.eu](https://shop.nosiboo.eu), and covers the legal relations arising on the sub-domains of [en.nosiboo.eu](https://en.nosiboo.eu) and [shop.nosiboo.eu](https://shop.nosiboo.eu). The GTC applies to all legal transactions and services that take place through the website/webshop [en.nosiboo.eu](https://en.nosiboo.eu) and [shop.nosiboo.eu](https://shop.nosiboo.eu) (hereinafter referred to as Website/Webshop), regardless of whether the use concerns the electronic store (hereinafter referred to as Webshop) or other content. Provider undertakes to perform the services ordered at the Webshop only within the Member States of the European Union, and therefore, the performance of these services is only possible within the territory of these states.

The present GTC is continuously available at the following URL (Nosiboo Webshop – Main page - > General Terms and Conditions):

[shop.nosiboo.eu](https://shop.nosiboo.eu)

The present GTC can be downloaded and printed by clicking on the link below:

[shop.nosiboo.eu/aszf-53](https://shop.nosiboo.eu/aszf-53)

This document is not filed, it is concluded in electronic form only, it does not constitute a written contract and does not refer to a code of conduct. The original language of the contract is Hungarian; in the event of translation inaccuracies or disputes arising from a different interpretation of the translation, the Hungarian version shall prevail.

### 1. Details of the Provider and the hosting service provider

Company name:	ATTRACT Kereskedelmi és Szolgáltató Kft.
Seat and postal address:	7622 Pécs, Siklósi út 1/1., Hungary
Place of complaint handling:	7622 Pécs, Siklósi út 1/1., Hungary
E-mail address:	<a href="mailto:contact@nosiboo.com">contact@nosiboo.com</a>
Telephone number:	+36 72 551 642
Company registration number:	02-09-066227
Tax number:	11777364-2-02

Registered by: Pécsi Törvényszék Cégbírósága [Registry Court of Pécs]

Original language of the contract: Hungarian

Data protection registration no.: NAIH-68326/2013

**Details of the hosting service provider:**

Company name: Réder & Réder Kft.

Seat: 7624 Pécs, Jurisics Miklós utca 5. 3. em. 8., Hungary

Company residence: 7622 Pécs, Légszeszgyár utca 21., Hungary

Registered by: Pécsi Törvényszék Cégbírósága [Registry Court of Pécs]

Tax number: 13423102-2-02

Registration number: 02-09-069873

E-mail address: [hosting@reder.hu](mailto:hosting@reder.hu)

## **2. General rules, activities at the Website/Webshop**

The purpose of the Website/Webshop is to sell the product line of Nosiboo nasal aspirators. Pictures and colours displayed for products are for illustration purposes only; therefore, actual products may vary. Information is contained at the Website/Webshop bona fide; however, it is for informational purposes only and the Provider does not assume any responsibility for the accuracy or completeness thereof.

Users may only use the Website/Webshop at their own risk, and they hereby accept that the Provider does not assume any responsibility for material and non-material damages occurring during use, beyond contractual breaches caused intentionally, by serious negligence or crime and those damaging life, physical integrity, or health. The Provider hereby disclaims all liability for the behaviour displayed by the Users of the Website/Webshop. Users shall be completely and exclusively responsible for their own behaviour. The Provider shall in such cases fully cooperate with proceeding authorities in order to investigate infringements.

Pages of the service may contain links leading to pages of other providers. The Provider shall not assume any responsibility for the privacy policy and other activities of such providers.

The Provider shall be entitled – but not obliged – to verify any content made available by Users during their use of the Website/Webshop and, in connection with published contents, the Provider shall be entitled – but not obliged – to search for signs of unlawful activities. Due to the global nature of the internet, Users hereby acknowledge that they are obliged to take provisions of applicable national law into account during their use of the Website/Webshop.

In case any activity related to the use of the Website/Webshop is not allowed by the law of the User's country, such use is the User's sole responsibility.

If a User becomes aware of any objectionable content at the Website/Webshop, such User shall be obliged to notify the Provider immediately. If the Provider finds such notifications justified through its bona fide procedure, the Provider shall be entitled to delete or modify such information without delay. Users shall ensure that they do not infringe either directly or indirectly any rights of third parties or the law during their use of the Website/Webshop.

The entirety of the Website/Webshop, its graphical elements, text, and technical solutions, as well as elements of the Service are protected by copyright, trade law (in particular, trademarks) and rights related to other intellectual property. The Provider is the sole copyright owner or authorised user of all contents displayed at the Website/Webshop and in the course of the provision of the services available through the Website/Webshop, that is, all authored work and other intellectual creation (including, without limitation, all graphical and other materials, arrangement and edition of the Website's/Webshop's interface, software and other solutions used, concepts and implementation). Saving the contents or certain parts of the Website/Webshop on physical or other media or printing the same is allowed for private purposes or upon the Provider's prior written consent. Any use beyond private use – such as storage in a database, redistribution, publication or making downloadable, commercial distribution – is only allowed upon the Provider's prior written consent.

Aside from the rights expressly set forth herein, the use of the Website/Webshop or any provision hereof shall not entitle Users to use or utilise any commercial name or trademark at the Website/Webshop for any purpose whatsoever. These intellectual works may not be used or utilised in any other form without the Provider's prior written consent except for displaying the Website/Webshop in the course of its intended use and temporary copying required for this, as well as making copies for private purposes.

Information originating from the content at the Website/Webshop may only be used on the internet by way of links and under the following conditions:

- The source shall be visibly indicated in the form of a link. Such links shall point at the content element in question.
- It is not allowed to embed the main page or subpages of [en.nosiboo.eu](http://en.nosiboo.eu) and [shop.nosiboo.eu](http://shop.nosiboo.eu) in other websites (e.g. through frames).
- Websites containing links may not create an impression that [en.nosiboo.eu](http://en.nosiboo.eu) and [shop.nosiboo.eu](http://shop.nosiboo.eu) or the Provider endorses the use or purchase of any product or service offered at those Websites, unless a written agreement concluded with the Provider stipulates otherwise.
- Websites including links may not provide or contain false information about the legal relationship between [en.nosiboo.eu](http://en.nosiboo.eu) and [shop.nosiboo.eu](http://shop.nosiboo.eu) or the Provider and the operator of those Websites and, in general, other services of the Provider.
- The linking website must not contain content that violates the law, the rights of third parties, or public taste.

- In case the rules related to links are infringed, the Provider shall be entitled to have links to the Website removed immediately if the operator of the website in question fails to remove it in spite of a warning to do so, and to claim reimbursement for all damages incurred and related to such infringement.

The Provider reserves its rights in connection with all elements of its service, in particular, the [en.nosiboo.eu](http://en.nosiboo.eu) and [shop.nosiboo.eu](http://shop.nosiboo.eu) subdomains, subpages and internet advertisement surfaces. It is forbidden to perform any activity in order to list, arrange, archive, hack the Provider's database or reverse engineer its source code unless expressly permitted by the Provider. Unless a separate agreement exists or a service serving for this purpose is used, it is forbidden to modify or copy the Provider's database, place new data or overwrite existing data in it by bypassing the interface made available by the Provider or search engines.

By using the Service, Users accept that the Provider may use the data uploaded by Users during their use of the Service within the framework of the applicable Privacy Policy.

### **3. Conclusion of an agreement between the Parties**

Issues not regulated in the present GTC and the interpretation of this GTC shall be governed by Hungarian law, in particular with regard to the relevant provisions of Act V of 2013 on the Civil Code (hereinafter: Civil Code) and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (hereinafter: Act on electronic commerce), and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between Users and Providers. The Parties shall be bound by the mandatory provisions of the applicable law without any special clause.

The present GTC shall apply to all electronic commercial services provided through the [en.nosiboo.eu](http://en.nosiboo.eu) Website and/or the [shop.nosiboo.eu](http://shop.nosiboo.eu) Webshop. The Webshop distributes the product family of Nosiboo nasal aspirators and accessory products. Orders may exclusively be placed online, through the Webshop; ordering is not possible by phone or in person. Users can purchase in the Webshop by placing orders electronically, as established in this GTC.

The Provider accepts Users' orders (quotes) by way of separate acceptance e-mails in which Users are informed, among others, on the conclusion of an agreement and in a separate e-mail on the shipment of the package and the possibility of parcel tracking. Following the placement of an order, the agreement may be modified or cancelled freely, without any consequences until order fulfilment. This may be done by way of an e-mail.

The agreement concluded in Hungarian between the Parties upon the purchase of goods (individual agreement, order) qualifies as a written agreement; however, it is recorded and stored exclusively in an electronic form. The Provider does not store agreements in hardcopy. The Provider shall preserve electronic files related to the conclusion of an agreement for 10 (ten) years following the generation thereof or the fulfilment of the agreement.

The User may verify, modify, or delete their order any time while placing products in their shopping cart. Possible languages of agreements: Hungarian. Applicable law shall be the Hungarian law. The Provider shall not submit to any code of conduct.

The present GTC shall enter into force on 10 June 2024 and shall remain in force until revoked. The Provider is entitled to unilaterally amend the GTC. Any modification shall be published by the Provider on the Webshop described in the introduction 15 (fifteen) days before they enter into force. By using this Webshop, Consumers agree that they are automatically bound by all of the rules that apply to the use thereof.

The Consumer, by accessing the Webshop operated by the Provider or by reading its content in any way, even if they are not registered users of the given Webshop, acknowledges that they are bound by the GTC. If the Consumer does not accept the GTC, they are not entitled to view the content of the Webshop. The Provider reserves all rights to the Webshop, any part thereof and the content displayed thereon, as well as the distribution of the Webshop. It is not allowed to download, electronically store, process, or sell the content of the Webshop or any part thereof without the written consent of the Provider.

#### **4. Range of products and services available for purchase**

The products displayed on the Webshop can only be ordered online. The prices shown for the products are in HUF, they include VAT as required by law, but do not include the cost of delivery. No extra packaging costs are charged. In the Webshop, the Provider shall display the name and description of the product in detail and shall display a photo of the product. The images shown in the product pages may differ from the real products and may be for illustration purposes only. The Provider cannot be held responsible for any discrepancy between the image and the actual appearance of the product displayed in the webshops.

If a promotional price is introduced, the Provider shall fully inform the Consumers about the promotion and its exact duration.

If the Provider, despite all due care and diligence, displays an incorrect price on the Webshop interface, in particular with regard to the obviously incorrect price, for example "0" (zero) € or "1" (one) €, the Provider is not obliged to deliver the product at the incorrect price, but may offer to deliver the product at the correct price, in the knowledge of which the Consumer may withdraw from the purchase.

In the case of incorrect prices, there is a striking discrepancy between the true price of the product and the advertised price, which the average consumer should be able to detect immediately. According to Act V of 2013 on the Civil Code, a contract is formed by the mutual and unanimous expression of the will of the Parties. If the Parties cannot agree on the terms of the contract, i.e. if there is no mutual and unanimous declaration of the Parties' will, then there is no valid contract, which would give rise to rights and obligations. On this basis, an order confirmed at a wrong/incorrect price will be considered a void contract.

## **5. Purchasing/registration**

By purchasing a product on the Webshop and/or registering at the Webshop, the Consumer declares that they have read and accepted the present General terms and conditions and the Privacy Policy published on the Website/Webshop, and consents to the processing of data.

The Consumer is obliged to provide their real data during the purchase/registration. In case of false data or data that can be linked to another person provided during the purchase/registration, the resulting electronic contract is null and void. The Provider excludes its liability if the Consumer uses its services on behalf of another person, using the data of another person.

The Provider shall not be liable for any delivery delays or other problems or errors caused by incorrectly and/or inaccurately provided data. The Provider shall not be liable for any damages resulting from the fact that the Consumer forgets their password or it becomes available to unauthorized persons for any reason not attributable to the Provider.

## **6. Placing an order**

Important properties and characteristics of the goods to be purchased and instructions of the use of goods can be consulted at the informational pages of the specific articles. Furthermore, information regarding the use of goods and the detailed properties thereof are included in user manuals which can be downloaded from [en.nosiboo.eu](http://en.nosiboo.eu) (Help – Downloads). The Provider shall be considered to have fulfilled its contractual obligations if a product has more favourable, advantageous properties than advertised at the Website/Webshop or in the user manual. The Provider shall include user manuals of products distributed thereby together with products where required by law.

The purchase price indicated at the Webshop is always the amount appearing in Hungarian Forints (Ft, HUF) or in Euros (EUR), depending on choice, next to the product selected, and includes value added tax unless indicated otherwise. Purchase prices of products do not include delivery costs.

The Provider reserves the right to change the prices of products available for order at the Webshop and such changes shall become effective at the same time as they appear at the Webshop. Such changes shall not affect unfavourably the purchase price of products already ordered.

When initiating a payment by online credit card, we are not able to refund money if there is a price decrease between the time the electronic payment notification is sent and the time the product is delivered. The bank's security verification of online payment transactions requires at most 24 (twenty-four) hours; therefore, products may be obtained after this period only.

The Provider shall only accept an order through its Webshop if the User has fully completed all fields required for the order. The Provider may not be held liable for delayed delivery or

other issues/problems due to ordering data provided incorrectly and/or inaccurately by Users. Certain pictures displayed are for illustration only and the Provider may not be held liable for any deviations from these.

The Provider shall publish calls for proposal for the products distributed by it in the Webshop. By ordering a product, Users make offers which the Provider accepts by confirming such orders. Orders are automatically stored by the Webshop in an electronic format and following the registration at the Webshop the purchaser may view their orders later on.

Orders may be placed using the shopping cart ("Cart") at the Products page. Users may place products selected by them in their cart by using the "Add to Cart" link at pages containing detailed product data and displayed when the User clicks a product.

The content of the Cart may be modified on the product page or in the Cart, after clicking the Add to Cart link as well: Users may return to the Products page any time by using the "Continue shopping" link and set the amount of each product as desired or modify, delete the content of the Cart. If the User has finalised the contents of the cart, after clicking on the links "Go to checkout", "Go to shipping methods", "Go to payment methods" and "Go to payment summary", they can check the order details in the "Order summary" interface before placing the order, they can modify the billing and delivery address, check the delivery cost and select the payment method. After clicking the "Back to cart" link at the Delivery and invoice data page, Users may modify the content of their Cart and other data again as desired.

The order shall be placed, and the offer shall be sent after Users click the "Order" link at the Order summary page, at either CIB bank's or Paypal's interface as selected; furthermore, in case of a delivery address within Hungary and paying in Hungarian Forints, cash on delivery is also possible.

The Provider shall confirm purchases to Users electronically (in e-mail) within 48 (forty-eight) hours following receipt of Users' purchase offers (orders). However, such confirmation shall not be considered an acceptance of Users' offers. In case such confirmation is not received by Users within 48 (forty-eight) hours following the sending of an offer, the Provider shall contact the User via e-mail and inform the User on the cause of the lack of a confirmation (such as temporarily out of stock, technical issue).

In the case of prepaid orders, the Provider can only fulfil the order if a successful CIB credit card or Paypal payment is made. In the absence thereof, the order will be cancelled within 1-2 working days, of which the customer will be informed via e-mail.

Upon Users' written requests based on such information, the Provider shall transfer back the previously transferred amount of the purchase price and delivery costs to such Users within five (5) workdays. In the first place, the Provider is obliged to reimburse the purchase price indicated on the warranty card or, in its absence, on the receipt presented by the User proving payment of the price of the consumer goods. Upon purchase of a product, in case of cash on delivery, on receipt of the gross amount of the cash on delivery, electronic invoices fully

compliant with the conditions set forth by legal provisions shall be issued and delivered to the User in the confirmation e-mail.

The Webshop system handles each finalised order as a separate order and, therefore, orders placed directly after each other for the same User and to the same address shall be delivered in separate packages and delivery costs shall be charged separately for each order. In case a User has placed their order but wishes to extend the package by another product, such User may request the orders to be combined in a mail written to the Customer Service. The Provider shall only comply with such request if the status of order(s) enables it and such request to modify the order has been received by the Provider in writing prior to handing over the package to the courier service.

Delivery costs of orders shall be borne by Users and such costs shall be indicated on invoices. If a User places several orders on the same day, these are taken into account separately in terms of delivery costs. The Provider reserves the right to change delivery charges and such changes shall become effective at the same time as they appear at the Webshop. Such changes shall not affect the purchase price of products ordered.

The Provider shall perform the services ordered at the Website at the place (delivery address) indicated in the order confirmation sent to the User in e-mail. In case of delivery to a delivery address, the Provider shall use the services of GLS General Logistics System Hungary Kft. ("GLS").

Packages shall be delivered on workdays between 8 a.m. and 5 p.m.. In case a User is not at home during this period, it is recommended to provide their workplace (or other available) address as delivery address. Contact by phone significantly helps couriers find addresses so it is recommended to provide a mobile phone number during registration. If the purchase is **not** made by cash on delivery, but through Paypal or the CIB bank interface, the value of the order and delivery will be settled in advance. Therefore, in this case, do not pass on either the purchase price or the delivery cost to the courier.

Users shall visually inspect packages in the course of acceptance while the courier is present, and record any detected damages of packages in a protocol. After taking a protocol, Users may choose to return externally damaged packages or accept them, which is to be recorded in the protocol. Packages may only be unpacked following acceptance, or, in case of packages paid by cash on delivery, after paying the full amount of cash on delivery. Accepted packages shall at all times be left by couriers at the delivery address and not returned. If a product in an accepted package is damaged, it shall be recorded in a protocol by the courier. No complaints made later on and without a protocol shall be accepted.

GLS courier service shall attempt delivery several times. In case delivery attempts fail several times, packages are automatically returned to the Provider's warehouse. If a User refuses to accept a package, no further delivery attempts shall be made and such package is automatically returned to the Provider's warehouse. Costs of failed deliveries shall be fully borne by Users, including the fee of deliveries and returns to the Provider's warehouse. In

case of a failed delivery, the Provider shall contact the User at the e-mail address provided during registration in order to arrange further actions.

Products may only be delivered again if supplemental and repeated delivery costs are transferred in advance. In case the User does not request a further delivery or cannot be contacted within thirty (30) calendar days, the Provider shall return to the User the amount transferred in advance by the User (the amount of product price and delivery costs) minus delivery costs incurred.

Products may be ordered exclusively by home delivery and are not available in person.

Delivery charges (gross prices in HUF) within Hungary:

For purchases over HUF 10,000, delivery is free of charge when shipping with GLS.

For purchases of HUF 10,000 and below:

GLS home delivery, cash on delivery: HUF 2,515.

GLS home delivery, online payment: HUF 1,550.

Delivery to GLS parcel terminals: HUF 1,550.

MPL home delivery: 0-10 kg: HUF 1,567; 10-20 kg: HUF 2,354; 20-40 kg: HUF 4,717.

Delivery to MPL parcel terminals: 0-20 kg: HUF 780.

Delivery to MPL parcel point: 0-20 kg: HUF 780.

MPL postal pick-up: 0-20 kg: HUF 780.

For all orders with MPL delivery, the Provider will charge an administration fee. This is payable once per order and amounts to HUF 3,000 or € 7.5.

Delivery charges outside Hungary:

[https://en.nosiboo.eu/wp-content/uploads/2023/01/Nosiboo\\_EU\\_szallitasi\\_koltseg\\_2022.xlsx](https://en.nosiboo.eu/wp-content/uploads/2023/01/Nosiboo_EU_szallitasi_koltseg_2022.xlsx)

Users may select a payment method for each delivery method. By launching the payment process, Users may place their orders automatically through the CIB Bank payment system at CIB Bank's own payment interface, using their VISA or MASTERCARD cards. Bank card details shall not be provided to the Provider but managed by CIB Bank's secure system only. In case a User has a valid PAYPAL account, orders may be placed using PAYPAL's payment services. Users may make payments securely at that system's payment interface by logging in their account. Customers who choose cash on delivery must pay the courier the purchase price of the product and the cost of delivery at the place of delivery, in cash or by credit card.

In the case of payment through a medical savings account, the User must follow the billing criteria required by the health fund. It is not possible to modify an invoice after the payment has been completed.

In the event of errors or omissions in the products or prices in the Webshop, the Provider reserves the right to correct them. In such a case, the Provider will inform the Consumer of the new data immediately after the error has been detected or modified. The Consumer may then confirm the order once more or withdraw from the contract.

The total amount payable includes all costs based on the order summary and confirmation letter. The invoice (and the warranty card, if there is one belonging to the product) is included in the package. The Consumer shall inspect the parcel in front of the courier upon delivery, and in case of any damage to the product or the packaging, the Consumer shall request a report to be taken, and in case of damage, the Consumer is not obliged to accept the parcel. The Provider does not accept any subsequent complaints without a record.

After providing the required data, the Consumer can click on the “*Order*” button to send their order, but before that they can check the data provided once again, send a comment with their order, or send an e-mail to the Provider with any other request related to the order. By placing an order, the Consumer acknowledges that a payment obligation arises.

**Changing incorrectly provided data:** in any case, before completing the order process, the Consumer can go back to the previous phase and correct the data entered. (During the ordering process it is possible to view or modify the contents of the Cart; if the Cart does not contain the quantity the Consumer wishes to order, they can enter the number of items in the quantity column. If the Consumer wishes to delete the products in the Cart, they can click on the “*Delete*” button. During the ordering process, the Consumer will always have the possibility to correct/delete the data entered.)

## **7. Processing and fulfilling orders**

Orders are processed during working hours, Monday to Friday, between 8 a.m. and 4 p.m.. It is also possible to place an order outside the times indicated for processing the order; if the order is placed after the end of working hours, it will be processed the following day.

In all cases, the Provider will confirm the successful purchase electronically. General delivery time, within 2-4 (two to four) working days from confirmation. The User will be informed of the expected delivery date by the external party carrying out the delivery.

On the basis of the contract, the Provider is obliged to transfer the ownership of the goods, and the Consumer is obliged to pay the purchase price and take delivery of the goods. If the Provider and/or the selling company undertakes to deliver the product to the User, the responsibility for any damage to the product shall pass to the Consumer when they or a third party designated by them takes possession of the product. The risk passes to the Consumer

when the goods are handed over to the carrier, if the carrier has been contracted by the Consumer, provided that the carrier has not been recommended by the seller.

Unless otherwise agreed by the Provider and the Consumer, the Parties, the Provider is obliged to make the goods available to the Consumer without delay after the conclusion of the contract, but within 30 (thirty) days at the latest.

In the event of a delay on the part of the Provider, the Consumer is entitled to set a second deadline. If the Consumer does not perform until the second deadline, the Consumer has the right to withdraw from the contract. The Consumer may withdraw from the contract without setting a second deadline if

- a) the Provider refuses to perform the contract, or
- b) the contract should have been performed for the recognisable purpose of the service at the time agreed by the Parties, and not at any other time.

If the Provider fails to fulfil its contractual obligation because the product specified in the contract is not available, it shall immediately inform the Consumer thereof and immediately refund the amount paid by the Consumer.

The Provider has the right to refuse an order placed by the Consumer if the order comes from a country outside the European Union, and to refuse to cancel the purchase if the Consumer does not have an EU or IBAN (International Bank Account Number) bank account.

## **8. Product registration**

Subsequent to buying a Nosiboo Pro, Nosiboo Pro2, or Nosiboo Go product (only in case of product types (REF no.) Pro: NO-01-01, NO-01-02, NO-01-03, NO-01-04, NO-01-13, NO-03-04, NO-03-13, NO-03-01, NO-03-02, NO-03-03, or Pro2: PRO-01-01, PRO-01-02, PRO-01-03, or Go: GO-01-03, NO-02-03), the Consumer has the possibility of registering the product at the product registration page of the Provider: [en.nosiboo.eu/product-registration/](https://en.nosiboo.eu/product-registration/). After registering the product, the User will receive a coupon entitling them to a discounted purchase, which can be used in the manufacturer's webshop at <https://shop.nosiboo.eu/>. The coupon entitles the User to purchase any Nosiboo product with a 10% (ten percent) discount. The coupon can be used once and is valid without expiry.

The product registration offered at the Webshop can be initiated from anywhere, but only for products purchased with the above REF numbers. The discount coupon received can only be used if the delivery destination is an EU Member State.

Product registration requires answering questions about the product and its purchase, including the country, the User's e-mail address, and the serial number of the product purchased. The personal data thus provided will be treated confidentially by the Provider in accordance with the Privacy Policy (<https://en.nosiboo.eu/privacy-policy/>) of [en.nosiboo.eu](https://en.nosiboo.eu).

During the product registration process, the User has the possibility to subscribe to the Service Provider's eDM (electronic direct marketing message) service with voluntary, explicit and prior informed consent, which can be unsubscribed from as easily as the subscription was made.

The coupon entitling the User to the above discount will be sent to the User upon completion of the product registration. Each coupon is provided with a unique coupon code, which is included in the e-mail message sent to the User, which is sent to the e-mail address specified during product registration.

## **9. Right of withdrawal**

The provisions of this clause apply only to Users who are natural persons acting for purposes outside their profession or trade, who purchase, order, receive, use, make use of, or are the recipients of commercial communications or offers relating to the goods ("Consumers").

Pursuant to Directive 2011/83/EU of the European Parliament and of the Council and Government Decree 45/2014 (II.26.) on the detailed rules of contracts between Users and Providers, the Consumer may withdraw from the contract within 14 (fourteen) calendar days of receipt of the ordered product without giving any reason and return the ordered product. In the absence of this information, the Consumer has the right to exercise their right of withdrawal within 1 (one) year. If the Provider presents the information after the expiry of 14 (fourteen) days from the date of receipt of the product or the conclusion of the contract, but within 12 (twelve) months, the period for withdrawal is 14 (fourteen) days from the date of the communication of this information.

The period open for practising the right of withdrawal terminates upon the expiration of 14 (fourteen) days from the day when the product is delivered to the Consumer, or a third person appointed thereby, but other than the carrier. The right of withdrawal can be practised by the Consumer during the period between the conclusion of the contract and the receipt of the product. The expenses of returning the product shall be borne by the Consumer, unless the Provider undertakes to bear the costs thereof. In case of practising the right of withdrawal, the Consumer shall not be liable for any cost other than the return cost of the product.

The consumer is not entitled to the right of withdrawal in case of pre-fabricated products manufactured based on the instructions of the Consumer or the special request thereof, or in case of products distinctly personalised for the Consumer.

The Consumer may not practise their right of withdrawal

- a) in case of a contract about service providing following the conclusion of the full service, in case the implementation was initiated by the Provider based on the explicit and prior consent of the Consumer, and the Consumer acknowledged that following the conclusion of the full service their right of withdrawal is lost;

- b) in case of a product or service the price or charge of which depends on the possible fluctuation of the financial market during the period open for practising the right of withdrawal, which fluctuation cannot be influenced by the Provider;
- c) in case of a product that is perishable or the expiry date of which is short;
- d) in case of a product in sealed packaging, which cannot be returned if the seal is opened after delivery, on grounds of health protection and hygiene;
- e) in case of products which, by their nature, inevitably get mixed with other products following delivery;
- f) in case of alcoholic beverages, the actual value of which depends on market fluctuation which cannot be influenced by the Provider, and the price of which beverages was accepted by the parties upon the conclusion of the contract, but the implementation of the contract happens only after the thirtieth day from the conclusion of the contract;
- g) in case of a works contract where the Provider is requested by the Consumer to carry out urgent repair or maintenance works;
- h) in case of purchasing a voice or video recording in close packaging, or a computer software, in case the packaging was opened by the Consumer after delivery;
- i) in case of newspapers, magazines and periodicals, except for subscription contracts;
- j) in case of contracts concluded at a public auction;
- k) in case of contracts about accommodation other than for residential purpose, transportation, rental services of cars, catering, or contracts concluded about services in connection with leisure activities, in case a due date or deadline is specified in the contract;
- l) in case of digital data content not supplied on a tangible medium, if the Provider initiates implementation based on the explicit and prior consent of the Consumer, and the Consumer parallel to giving consent makes a statement of acknowledgement about losing the right of withdrawal after the initiation of implementation.

The Provider shall refund the amount paid by the Consumer, including the delivery fee, immediately upon receipt of the product or the withdrawal notice in accordance with the above legislation, but no later than 14 (fourteen) days. The refund will be made using the same method of payment as the one used for the original transaction, unless the Consumer explicitly agrees to a different method of payment; no additional costs will be charged to the consumer as a result of using this method of refund.

The Consumer shall return the product without undue delay, but no later than 14 (fourteen) days from the date of sending the notice of withdrawal from the contract to the Provider or deliver it to the Provider's address. If the Consumer withdraws from the contract in writing, it

is sufficient to send the notice of withdrawal within 14 (fourteen) days. The Consumer complies with the time limit if they return or deliver the product(s) before the end of the 14 (fourteen) day period. The return is deemed to be completed on time if the Consumer sends the product before the deadline.

The Consumer bears only the direct cost of returning the product, unless the Provider has agreed to bear this cost. The Provider is not obliged to reimburse the Consumer for the additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Provider.

The Provider may withhold the refund until the product(s) have been returned or the Consumer has provided proof that they have been returned, whichever is the earlier.

If the Consumer wishes to exercise their right of withdrawal, it may be done in writing by downloading the Statement of withdrawal available at the Website/Webshop (via the Contact or Support pages of the Website/Webshop operated by the Provider, or via the Information and Complaint Form), by telephone, or in person at one of the Provider's contact details. If the notification is made in writing by post, we will take into account the date of posting, and if the notification is made by telephone, we will take into account the date of the telephone call. In the case of notifications by post, the notification is only accepted by the Provider as registered mail or parcel. The Consumer can return the ordered product to the Provider by post or courier service.

The Consumer is liable only for depreciation resulting from use beyond the one necessary for determining the nature, characteristics and functioning of the product.

The Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and providers is available [here](#). Directive 2011/83/EU of the European Parliament and of the Council is available [here](#).

Consumers may also contact the Provider with any other complaints using the contact details in the present notification. The right of withdrawal applies only to users who are consumers within the meaning of the Civil Code. The right of withdrawal does not apply to a Provider, i.e. a person acting in the course of their profession, self-employment, or business activity.

## **10. Procedure for exercising the right of withdrawal**

If the Consumer wishes to exercise the right of withdrawal, they shall indicate their intention to withdraw by contacting the Provider. The Statement of withdrawal sample is available at the [en.nosiboo.eu/downloads](http://en.nosiboo.eu/downloads) site. The Consumer exercises their right of withdrawal in time if they send their withdrawal notice before the expiry of the 14<sup>th</sup> (fourteenth) day after receiving the product. In case of a written withdrawal, it is sufficient to send only the withdrawal notice within 14 (fourteen) days. In case of notification by post, the date of posting will be taken into account; in the case of notification by e-mail or fax, the date of sending the e-mail or fax will be taken into account.

In the event of withdrawal, the Consumer is obliged to return the ordered product to the address of the Provider without delay, but no later than 14 (fourteen) days from the date of notification of withdrawal, or deliver it in person to the Provider's premises. The deadline is deemed to be met if you send the product before the expiration of the 14 (fourteen) day deadline (i.e. it does not have to arrive within 14 (fourteen) days). The Consumer bears the costs incurred in returning the product as a result of exercising the right of withdrawal. However, the Provider is not obliged to reimburse the Consumer for the additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Provider.

The Consumer may also exercise their right of withdrawal between the date of conclusion of the contract and the date of receiving the product.

In the case of a sale of several products, if each product is delivered at a different time, the Consumer may exercise the right of withdrawal within 14 (fourteen) days of receiving the last product delivered or, in the case of a product consisting of several components or items, the last component or item delivered.

In the course of their intended use, the Nosiboo device and the nose tip (component) of the Colibri/Penguin head are inserted in human body openings (the nasal cavity) and contact the mycoderm. In case the packaging is opened, products may contact mycoderm while tried, which means a potential risk of contamination, and therefore, returned products are not suitable for their intended use any longer. Pursuant to Government Decree 45/2014 (II.26.), Users are only entitled to cancel orders of these products if they have not opened the packaging. The right of cancellation shall only be valid for products returned in unopened packaging.

## **11. Warranty, guarantee**

Due to hygienic reasons, we do not replace the device if the packaging has been opened. Nosiboo Pro, Nosiboo Pro2, Nosiboo Go, and Nosiboo Eco are hygienic medical devices. You may exercise your right of withdrawal only if the device and the protective foil of the Colibri/Penguin head are intact.

### **Service warranty**

The Provider shall be held liable for faulty fulfilment (service warranty).

In case of faulty fulfilment, Users may primarily claim repair or replacement at their option unless fulfilment of the warranty claim chosen is impossible or it would result in disproportionate extra costs to the Provider compared to another warranty claim, taking into account the value of the goods in question in its faultless state, the severity of the violation and the inconvenience caused by the fulfilment of the warranty right to the entitled party.

In case a User is not entitled to repair or replacement, or the Provider has not accepted to repair or replace the product in question or may not fulfil this obligation under the conditions set forth above, the User may claim an appropriate price discount or cancel the agreement at their option. No cancellation is possible due to insignificant faults.

After detecting a fault, Users shall notify the Provider on their objection within the shortest deadline possible under the circumstances. In case of a consumer agreement, objections communicated within two months following detection of a fault shall be deemed as communicated in due time. All costs related to the fulfilment of the warranty obligation and the restitution of a contractual state – including, in particular, costs of materials, labour and transport – shall be borne by the Provider. For orders not considered consumer agreements, the entitled party may, pursuant to the Civil Code, validate their warranty rights for a period of 6 (six) months following the date of fulfilment; however, such period of expiry shall be 2 (two) years for consumer agreements.

## **Product warranty**

In the event of a defect in a movable good (product), the Consumer may, at their option, assert either the service warranty or the product warranty rights. As a product warranty claim, the Consumer may only ask for the defective product to be repaired or replaced.

A product is considered defective in case it does not meet the existing quality requirements when it is placed on the market, or if it does not have the characteristics described by the manufacturer. The product warranty claim may be asserted by the Consumer within 2 (two) years from the day the manufacturer places the product on the market. After the expiration of this deadline, such right thereof is lost.

The product warranty claim may be asserted exclusively against the manufacturer or distributor of the moveable product. In the case of a product warranty claim, the Consumer must prove that the product was defective at the time the manufacturer placed the product on the market.

The Provider may only be released from the obligation of a product warranty claim, in case it can prove that:

- the product was manufactured or distributed outside the scope of business activities thereof, or
- the state of scientific and technical knowledge at the time when the product was put into circulation was not such as to enable the existence of the defect to be discovered, or
- the defect in the product results from the application of a legal or regulatory requirement.

The Provider only needs to prove one of the above reasons for exemption. The Provider draws the Consumer's attention to the fact that they may assert a service warranty claim and a

guarantee claim for the same defect, as well as a product warranty claim and a guarantee claim for the same defect, simultaneously and in parallel. However, if the User has once successfully asserted a claim for defective performance (for example, the Provider has replaced the product), they may no longer assert a claim for the same defect on another legal basis. In case of the successful assertion of a product warranty claim, the service warranty claim for the replaced product or the repaired part may be asserted against the manufacturer.

## **Guarantee**

The Provider is bound by a warranty obligation for Nosiboo products sold in the Webshop and considered consumer durables as per Governmental Decree No. 151/2003, which means that the Provider shall only be exempted from liability during the warranty period if the Provider proves that the fault in question is due to inappropriate use of the product. The warranty period (duration of warranty) shall commence upon actual fulfilment, that is, delivery of the product to the User or commissioning of the product. The obligatory warranty period for Nosiboo Pro/Pro2 and Go devices shall be two (2) years. Nosiboo Colibri/Penguin heads, Nosiboo Eco, and nose tip are not subject to Governmental Decree No. 151/2003 (IX.22.) on Consumer Durables but the Provider assumes voluntary warranty for this product for three (3) months.

Users may only validate their warranty rights if they present or hand over the warranty ticket to be downloaded from the website ([en.nosiboo.eu/downloads](http://en.nosiboo.eu/downloads)), and the invoice justifying payment. Users are required to justify the fact of purchase beyond any doubt. The scope of rights related to warranty applicable to individual products shall be governed by the description in the warranty ticket.

During the warranty period, the Provider shall assume replacement or repair of faulty products at Users' option as set forth in the warranty card.

In case of a product fault, Users may obtain information on how to proceed at the address, e-mail address, and phone number indicated in the downloadable Warranty card.

Costs of transporting warranty products to the service points shall be borne by the Provider. Faulty products may be sent directly to the Webshop's service point at the following address as well:

Attract Kft., Hungary, 7622 Pécs, Siklósi út 1/1.

E-mail: [customerservice@nosiboo.com](mailto:customerservice@nosiboo.com)

Phone: +36 72 551 642

The service point shall not accept packages sent by COD but return such packages to the sender in every case.

If a User validates their claim to replace a faulty product within 3 (three) workdays following receipt of such product, the Provider shall replace such product, provided that such fault prevents its intended use.

If the product fails again after having been repaired three times during the warranty period, the Provider is obliged to replace the consumer goods within eight days, unless the User has agreed otherwise.

Warranty obligation shall not apply to faults occurring after fulfilment. It is the Provider's responsibility to prove this. The warranty does not affect Users' statutory warranty rights. Users may obtain information on the place of repair at warranty tickets or from the Provider's Customer Service.

The Provider draws the Consumer's attention to the fact that they may not assert a service warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time. Otherwise, however, the Consumer's rights under the guarantee are independent of the rights described in the service and product warranty chapters. The Provider is not liable for damages resulting from natural wear and tear/obsolescence beyond the guarantee period (professional life expectancy).

Furthermore, the Provider is not liable for damages resulting from faulty or negligent handling, excessive use or other than the specified use, or other improper use of the products after the risk of damage has passed to the Consumer.

## **12. Copyright**

The entirety of the Website/Webshop, its graphical elements, text and technical solutions, as well as elements of the Service are protected by copyright or trade law (in particular, trademarks). The Provider is the sole copyright owner or authorised user of all contents displayed at the Website/Webshop and in the course of the provision of the services available through the Website/Webshop, that is, all authored work and other intellectual creation (including, without limitation, all graphical and other materials, arrangement and edition of the Website's/Webshop's interface, software and other solutions used, concepts and implementation).

Saving the contents or certain parts of the Website/Webshop on physical or other media or printing the same is allowed for private purposes or upon the Provider's prior written consent. Any use beyond private use – such as storage in a database, redistribution, publication or making downloadable, commercial distribution – is only allowed upon the Provider's prior written consent.

Aside from the rights expressly set forth herein, the use of the Website/Webshop or any provision thereof shall not entitle Users to use or utilise any commercial name or trademark at the Website/Webshop for any purpose whatsoever. These intellectual works may not be used or utilised in any other form without the Provider's or the right owner's prior written

consent except for displaying the Website/Webshop in the course of its intended use and temporary copying required for this, as well as making copies for private purposes.

### **13. Responsibility**

Users purchasing at the Webshop are supposed to know and accept the possibilities and limitations of the internet, with special regard to technical performance and potential errors.

The Webshop shall by no means be held liable for the following, regardless of the cause thereof:

- the non-arrival of any data sent and/or received through the internet, or random modification thereof;
- any operational disturbance in the internet network that prevents problem-free operation of the Webshop and purchases;
- any failure in any receiving device along communication lines;
- loss of any letter not sent recommended or with a return receipt – regardless of whether it is sent in hardcopy or electronically – and, in particular, the loss of any data;
- inappropriate operation of any software;
- consequences of any program failure, extraordinary event or technical failure.

Users shall be held liable fully and without limitations for damages due to the provision of another person's personal data and publication of the same in the Webshop. In this case, the Provider shall provide all assistance to proceeding authorities in order to determine the identity of such violating person.

### **14. eDM (electronic direct marketing message)**

Upon request of Users, the Webshop shall provide information on its periodical events by sending e-mails to their e-mail addresses provided when subscribing in the form of eDM (electronic direct marketing messages).

By subscribing to eDM messages, Users using the eDM service grant their preliminary, voluntary and express consent to receiving electronic messages containing information related to the Webshop's products at their e-mail address and the management by the Webshop of their e-mail addresses provided during registration for the purposes of such messages. Users may revoke the use of the eDM service and their consent to the management of their personal data for this purpose related to sending informational materials any time by way of unsubscribing.

## 15. Complaints handling procedure

The Provider operates a customer service for the purpose of handling customer comments, requests, and complaints.

**Contact details of the customer service:** ATTRACT Kft. (Hungary, 7622 Pécs, Siklósi út 1/1, e-mail: [customerservice@nosiboo.com](mailto:customerservice@nosiboo.com), telephone number: +36 72 551 642)

The aim of the Webshop operated by the Provider is to fulfil all orders with the appropriate quality and to the full satisfaction of the Consumer. If the Consumer still has a complaint about the contract or its performance, they may make the complaint via telephone, e-mail, or letter.

The Provider will investigate the oral complaint immediately and remedy it as necessary. If the Consumer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Provider shall immediately take a record of the complaint and its position and shall provide a copy to the Consumer. The Provider will reply to the written complaint in writing within 30 (thirty) days. The Provider shall state the reasons for its rejection of the complaint. The Provider shall keep a record of the complaint and a copy of the reply for 5 (five) years and shall present it to the supervisory authorities upon request.

If any consumer dispute between the Provider and the User is not resolved in negotiations with the Provider, the following enforcement options are available to the User:

**Entry in the customers' book:** the customers' book is available at the Provider's premises. The Provider shall reply to the entries written here in writing, within 30 (thirty) days.

**Complaint at the commercial authority:** if the User detects a breach of the rules on trade, they have the right to file a complaint to the commercial authority competent at the place of establishment of the Provider. After the complaint has been investigated, the authority may decide to carry out a supervisory procedure (Pécs Megyei Jogú Város Önkormányzata Jegyzője [Notary Public of the Municipality of the City of Pécs of County Rank] 7621 Pécs, Kossuth tér 1-3., Hungary).

You are also informed that, if your complaint is rejected, you can take your complaint to a public authority or a conciliation body, as follows:

**The Consumer may file a complaint at the consumer protection authority:**

Pursuant to Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, the district office or the district office of the county seat (Baranya Vármegyei Kormányhivatal Fogyasztóvédelmi Felügyelősége 7623 Pécs, Szabadság u. 7, Hungary; phone +36 72 510 791; e-mail: [fogyved\\_ddf\\_pecs@nfh.hu](mailto:fogyved_ddf_pecs@nfh.hu)) shall act in first instance in administrative authority cases, and in second instance, with national jurisdiction, the Pest Vármegyei Kormányhivatal shall act.

Contact details of district offices: <http://jarasinfo.gov.hu>

In the event of a complaint, the Consumer has the right to apply to a conciliation body, the contact details of which can be found below:

**Bács-Kiskun Vármegyei Békéltető Testület**

Address: 6000 Kecskemét, Árpád krt. 4.  
Telephone: +36 76 501-525, +36 76 501-500  
Fax number: +36 76 501-538  
Name: Mariann Mátyus  
E-mail address: bkmkik@mail.datanet.hu

**Baranya Vármegyei Békéltető Testület**

Address: 7625 Pécs, Majorossy Imre u. 36.  
Mailing address: 7602 Pécs, Pf. 109.  
Telephone: +36 72 507-154  
Fax number: +36 72 507-152  
Name: Dr. József Bodnár  
E-mail address: bekelteto@pbkik.hu

**Békés Vármegyei Békéltető Testület**

Address: 5601 Békéscsaba, Penza ltp. 5.  
Telephone: +36 66 324-976, +36 66 446-354, +36 66 451-775  
Fax number: +36 66 324-976  
Name: Dr. László Bagdi  
E-mail address: bmkik@bmkik.hu

**Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület**

Address: 3525 Miskolc, Szentpáli u. 1.  
Telephone: +36 46 501-091, +36 46 501-870  
Fax number: +36 46 501-099  
Name: Dr. Péter Tulipán  
E-mail address: kalna.zsuzsa@bokik.hu

**Budapesti Békéltető Testület**

Address: 1016 Budapest, Krisztina krt. 99.  
Telephone: +36 1 488-2131  
Fax number: +36 1 488-2186  
Name: Dr. György Baranovszky  
E-mail address: bekelteto.testulet@bkik.hu

**Csongrád-Csanád Vármegyei Békéltető Testület**

Address: 6721 Szeged, Párizsi krt. 8-12.  
Telephone: +36 62 554-250/118 extension  
Fax number: +36 62 426-149  
Name: László Dékány, Zoltán Jerney  
E-mail address: bekelteto.testulet@csmkik.hu

**Fejér Vármegyei Békéltető Testület**

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Telephone: +36 22 510-310

Fax number: +36 22 510-312

Name: László Kirst

E-mail address: fmkik@fmkik.hu

**Győr-Moson-Sopron Vármegyei Békéltető Testület**

Address: 9021 Győr, Szent István út 10/a.

Telephone: +36 96 520-202; +36 96 520-217

Fax number: +36 96 520-218

Name: László Horváth

**Hajdú-Bihar Vármegyei Békéltető Testület**

E-mail address: bekeltetotestulet@gymskik.hu

Address: 4025 Debrecen, Petőfi tér 10.

Telephone: +36 52 500-749

Fax name: +36 52 500-720

Name: Dr. Zsolt Hajnal

E-mail address: info@hbkik.hu

**Heves Vármegyei Békéltető Testület**

Address: 3300 Eger, Faiskola út 15.

Mailing address: 3301 Eger, Pf. 440.

Telephone: +36 36 416-660/105 extension

Fax number: +36 36 323-615

Name: Tünde Pintérmé Dobó

E-mail address: tunde@hkik.hu

**Jász-Nagykun-Szolnok Vármegyei Békéltető Testület**

Address: 5000 Szolnok, Verseghy park 8.

Telephone: +36 56 510-610

Fax number: +36 56 370-005

Name: Dr. Lajkóné dr. Vígh Judit

E-mail address: kamara@jnszmkik.hu

**Komárom-Esztergom Vármegyei Békéltető Testület**

Address: 2800 Tatabánya, Fő tér 36.

Telephone: +36 34 513-010

Fax number: +36 34 316-259

Name: Dr. György Rozsnyói

E-mail address: kemkik@kemkik.hu

**Nógrád Vármegyei Békéltető Testület**

Address: 3100 Salgótarján, Alkotmány út 9/a

Telephone: +36 32 520-860

Fax number: +36 32 520-862

Name: Dr. Erik Pongó

E-mail address: [nkik@nkik.hu](mailto:nkik@nkik.hu)

**Pest Vármegyei Békéltető Testület**

Address: 1119 Budapest, Etele út 59-61. 2. em. 240.

Telephone: +36 1-269-0703

Fax number: +36 1-269-0703

Name: dr. Károly Csanádi

E-mail address: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

Website: [www.panaszrendezes.hu](http://www.panaszrendezes.hu)

**Somogy Vármegyei Békéltető Testület**

Address: 7400 Kaposvár, Anna utca 6.

Telephone: +36 82 501-000

Fax number: +36 82 501-046

Name: Dr. Ferenc Novák

E-mail address: [skik@skik.hu](mailto:skik@skik.hu)

**Szabolcs-Szatmár-Bereg Vármegyei Békéltető Testület**

Address: 4400 Nyíregyháza, Széchenyi u. 2.

Telephone: +36 42 311-544, +36 42 420-180

Fax number: +36 42 311-750

Name: Görömbeiné dr. Balmaz Katalin

E-mail address: [bekelteto@szabkam.hu](mailto:bekelteto@szabkam.hu)

**Tolna Vármegyei Békéltető Testület**

Address: 7100 Szekszárd, Arany J. u. 23-25.

Telephone: +36 74 411-661

Fax number: +36 74 411-456

Name: Tibor Mátyás

E-mail address: [kamara@tmkik.hu](mailto:kamara@tmkik.hu)

**Vas Vármegyei Békéltető Testület**

Address: 9700 Szombathely, Honvéd tér 2.

Telephone: +36 94 312-356

Fax number: +36 94 316-936

Name: Dr. Zoltán Kövesdi

E-mail address: [pergel.bea@vmkik.hu](mailto:pergel.bea@vmkik.hu)

### **Veszprém Vármegyei Békéltető Testület**

Address: 8200 Veszprém, Budapest u. 3.

Telephone: +36 88 429-008

Fax number: +36 88 412-150

Name: Dr. László Óvári

E-mail address: vkik@veszpremikamara.hu

### **Zala Vármegyei Békéltető Testület**

Address: 8900 Zalaegerszeg, Petőfi utca 24.

Telephone: +36 92 550-513

Fax number: +36 92 550-525

Name: dr. Csaba Koczka Csaba

E-mail address: zmbekelteto@zmkik.hu

The conciliation body is responsible for settling consumer disputes out of court. The conciliation body's task is to try to reach an agreement between the parties to settle the consumer dispute. If this fails, the conciliation body decides on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient, and affordable way. The conciliation body shall, at the request of the Consumer or the Provider, give advice on the rights and obligations of the Consumer.

In the case of cross-border Consumer disputes related to online sales or online service contracts, only the conciliation body connected to the Budapest Chamber of Commerce and Industry is competent to handle the procedure.

Consumers can use the EU online dispute resolution platform if they have a complaint. Using the platform requires a simple registration at the system of the European Commission; the registration can be done by clicking [here](#). After logging in, the Consumer can submit a complaint via the online website at the following address:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

The Provider has a duty to cooperate in the conciliation procedure, by sending its reply to the conciliation body and by ensuring the participation of a person authorised to negotiate a settlement at the hearing. If the head office or place of business is not registered in the county of the chamber of the competent conciliation body, the obligation of cooperation of the Provider shall include offering the possibility of a written settlement in accordance with the Consumer's request.

If the Consumer does not turn to a conciliation body, or if the procedure is not successful, the Consumer has the right to **go to court** to settle the dispute.

The action must be brought by means of a statement of claim containing the following information:

- the competent court,
- the names of the parties and their representatives, their place of residence and their status in the proceedings,
- the right sought to be asserted, stating the facts and the evidence on which it is based,
- the data from which the jurisdiction and competence of the court may be derived,
- a request for a definitive ruling from the court.

The application must be accompanied by the document or a copy of the document the contents of which are relied on as evidence. The Pécs District Court or the Pécs Regional Court, depending on its jurisdiction, shall have exclusive jurisdiction.

At the same time, the Provider and the Consumer agree to try to settle their disputes primarily by amicable means.

## **16. Data protection**

The Privacy Policy of the Website/Webshop operated by the Provider is available on the following pages: <https://en.nosiboo.eu/privacy-policy/> and <https://shop.nosiboo.eu/adatvedelmi-nyilatkozat-44>

The Privacy Policy is an integral part of the present GTC and its acceptance is an essential condition of the Consumer's order.

## **17. Final provisions**

The Provider may use an intermediary to fulfil its obligations. The Provider is fully liable for the unlawful conduct of such intermediary, as if the unlawful conduct is committed thereby.

The invalidity, illegality or unenforceability of any part of the present GTC shall not affect the validity, legality or enforceability of the remaining parts. If the Provider does not exercise its rights under the present GTC, the failure to exercise such rights shall not be deemed a waiver of such rights. Any waiver of any right is valid only upon an expressly written declaration thereof. The fact that the Provider does not strictly adhere to a material term or condition of the GTC on one occasion does not mean that the Provider waives its right to insist on strict adherence to that term or condition in the future.

The Provider shall be entitled to modify the conditions of this GTC any time unilaterally.

Entry into force: Pécs, 10 June 2024