

General Terms and Conditions

The present Terms and Conditions (hereinafter: TC) contains the rights and obligations of Users (hereinafter: User) using electronic commercial services provided by ATTRACT Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (hereinafter: Provider) at the <https://shop.nosiboo.eu> website and its language mutations. (<https://shop.nosiboo.hu> , <https://shop.nosiboo.de> , <https://shop.nosiboo.fr> , <https://shop.nosiboo.it> , <https://shop.nosiboo.pl>) (hereinafter: „Website” or „Web Store”), (The Provider and the User are collectively referred to as Parties hereinafter). The TC shall apply to all legal transactions and services through the Website. The Provider only accepts to perform services ordered through the Website in EU Member States, that is, services may only be fulfilled in the area of these countries.

1. General rules, activities at the Website

- 1.1.** The purpose of the Website is to sell the product line of Nosiboo nasal aspirators and sleep trainer. Pictures and colours displayed for products are for illustration purposes only; therefore, actual products may vary. Information is contained at the Website bona fide; however, it is for informational purposes only and the Provider does not assume any responsibility for the accuracy or completeness thereof.
- 1.2.** Users may only use the Website 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 Website’s Users. 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.
- 1.3.** 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.
- 1.4.** The Provider shall be entitled – but not obliged – to verify any content made available by Users during their use of the Website and, in connection with published contents, the Provider shall be entitled – but not obliged – to search for signs of unlawful activities.
- 1.5.** Due to the global nature of the internet, Users hereby agree that they are obliged to take provisions of applicable national law into account during their use of the Website. In case any activity related to the use of the Website is not allowed by the law of the User’s country, such use is the User’s sole responsibility.

- 1.6.** If a User becomes aware of any objectionable content at the Website, 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.
- 1.7.** 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.
- 1.8.** The entirety of the Website, 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 and in the course of the provision of the services available through the Website, that is, all authored work and other intellectual creation (including, without limitation, all graphical and other materials, arrangement and edition of the Website's interface, software and other solutions used, concepts and implementation). Saving the contents or certain parts of the Website 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.
- 1.9.** Aside from the rights expressly set forth herein, the use of the Website or any provision hereof shall not entitle Users to use or utilise any commercial name or trademark at the Website 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 in the course of its intended use and temporary copying required for this, as well as making copies for private purposes.
- 1.10.** Information originating from the content at the Website 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 the Website in other websites (e.g. through frames).
 - Websites containing links may not create an impression that the Website 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 contain false information about the legal relationship between the Website or the Provider and the operator of those websites and, in general, other services of the Provider.

- Websites including links may not have any content in breach of any legal provision, any third party's rights or public morals.
 - 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.
- 1.11.** The Provider reserves its rights in connection with all elements of its service, in particular, the domain name of the Website, related 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.
- 1.12.** 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.
- 1.13.** 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.

2. Conclusion of the agreement between the Parties

- 2.1.** The present TC shall apply to all electronic commercial services provided through the Website. The Web Store distributes the product family of Nosiboo nasal aspirators and sleep trainer and auxiliary products. Orders may exclusively be placed online, through the Website; ordering is not possible by phone or in person.
- 2.2.** Users can purchase in the Web Store by placing orders electronically, as established in this TC.
- 2.3.** Services of the Web Store may be used by Users from EU Member States after providing the data necessary for the purposes of the purchase and the product delivery. By providing the aforementioned data, Users accept this TC and the related Privacy and Data Management Policy.
- 2.4.** The Provider accepts Users' orders (quotes) by way of separate acceptance emails in which Customers 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 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.

2.5. 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 5 years following the generation thereof or the fulfilment of the agreement.

2.6. 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.

2.7. The Provider's details:

Company name: ATTRACT Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság Abbreviated company name: ATTRACT Kft.

Seat: Hungary, 7622 Pécs, Siklósi út 1/1.

Registering company court: Pécsi Törvényszék Cégbírósága

Company registry number: cg. 02-09-066227

Leading official: József Hervanek, Chief Executive Officer

Tax number: 11777364-2-02

European Community tax number: HU11777364.

Web address: www.nosiboo.eu

E-mail: contact@nosiboo.com

Phone number: +3672551642

Privacy registry number: National Privacy and Freedom of Information Authority NAIH68326/2013

Hosting service provider: Réder & Réder Kft.

Seat: Hungary, 7624 Pécs, Jurisics Miklós u. 5.

Electronic contact details: hosting@reder.hu

2.8. The management of Users' personal data is set forth in the Privacy Policy, forming an integral part of this TC and available at the bottom of all interfaces of the Website.

3. Product registration

3.1. After purchasing a Nosiboo Pro, Nosiboo Go, and Nosiboo Zigg device (only in case of NO-01-01, NO-01-02, NO-01-04, NO-01-05, NO-01-13, GO-01-03 or ZIG01-01, ZIG-01-02, ZIG-01-04, ZIG-01-05, ZIG-01-13 product types (REF no.)), the User is entitled to register the product at the Provider's product registration page at <https://en.nosiboo.eu/product-registration/>. Following the product registration, the User receives a discount coupon, which can be redeemed in the manufacturer's Web Store. 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 for three (3) months.

- 3.2.** The services provided at the Web Store are available only for EU Member States; therefore, the coupon can be used only in case of purchases initiated from the Member States of the EU. The product registration can be accomplished only in case of products purchased in the European Union.
- 3.3.** For the purposes of the product registration, questions regarding the product and the purchase itself need to be answered, including but not limited to the country, the User's e-mail address, the purchase date, and the serial number of the purchased product. The personal data hereby provided is handled by the Provider confidentially, in accordance with the Privacy Policy of the Website.
- 3.4.** During product registration, the User has the opportunity of subscribing to the Provider's newsletter. The User can unsubscribe from the newsletter anytime.
- 3.5.** The coupon entitling the User for the discount specified above is sent to the User following the completion of the product registration. Each coupon is identified by a unique coupon code, which is enclosed in the e-mail sent by the Provider to the email address specified during the product registration process.

4. Ordering

- 4.1.** Important properties and characteristics of the goods to be purchased and instructions of the use of goods can be consulted at informational pages of specific articles and detailed, actual properties of goods are included in user manuals accompanying products. The Provider shall be considered to have fulfilled its contractual obligations if a product has more favourable, advantageous properties than advertised at the Website or in the user manual. The Provider shall include user manuals of products distributed by it with products where required by law.
- 4.2.** The purchase price is always an amount indicated, depending on the language settings of the page, in Hungarian forints (Ft, HUF), British pounds (GBP), or Euros (EUR) next to the product selected, and includes value added tax unless indicated otherwise. Purchase prices of products do not include delivery costs.
- 4.3.** The Provider reserves the right to change the prices of products available for order at the Website and such changes shall become effective at the same time as they appear at the Website. Such changes shall not affect unfavourably the purchase price of products ordered. In case of discounts for payment by online bank cards, no money back is available in case of price reductions during the period between sending an electronic payment notice and the reception of the product. Security verification of online payment transactions requires at least 24 hours so products may be obtained after this period only.

- 4.4.** The Provider shall only accept an order through its Website 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.
- 4.5.** The Provider shall publish requests for offers for the products distributed by it in the Web Store. By ordering a product, Users make offers which the Provider accepts by confirming such orders. Orders are automatically stored by the Web Store in an electronic format and the purchaser may view them later on.
- 4.6.** 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 Put in 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 Put in Cart link as well: Users may return to the Products page any time by using the Back link and set the amount of each product as desired or modify, delete the content of the Cart. In case the User has finalised the content of the Cart, he/she can use the Delivery and invoice data summary page, displayed after clicking the Put in Cart link, to check order details before placing the order, modify the invoice and delivery address, check delivery costs, and select payment method. After clicking the Back 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 Proceed to checkout link at the Delivery and invoice data summary page.
- 4.7.** The Provider shall confirm purchases to Users electronically (in e-mail) within 48 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 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). 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.
- 4.8.** Upon purchase of a product, 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.
- 4.9.** The Web Store 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 his/her 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.

5. Terms of shipment and payment

- 5.1.** 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 shall be 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 Website. Such changes shall not affect the purchase price of products ordered.
- 5.2.** 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.
- 5.3.** In case of delivery to a delivery address, the Provider shall use the services of GLS General Logistics System Hungary Kft. (“GLS”).
- 5.4.** Packages shall be delivered on workdays between 8 and 17 o'clock. 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.
- 5.5.** If the purchase is **not** made by cash on delivery, but through the surface of Barion, Paypal or CIB Bank, 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.
- 5.6.** 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. 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.

- 5.7.** GLS courier service shall attempt delivery several times. In case delivery attempts fail several times, packages are automatically returned to the Provider's warehouse.
- 5.8.** 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.
- 5.9.** 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.
- 5.10.** 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.
- 5.11.** Products may be ordered exclusively by home delivery and are not available in person.
- 5.12.** Shipping fees within Hungary:
- GLS:
Free delivery for orders over
HUF 10,000 For orders of
HUF 10,000 or less:
GLS Home delivery - Pay on delivery: HUF 2515
GLS Home delivery - Online payment:
HUF 1550 GLS parcel terminal: HUF
1550
- MPL:
MPL Home delivery: 0-10 kg: HUF 1567, 10-20 kg: HUF 2354, 20-40 kg: HUF
4717
MPL parcel terminal: 0-20 kg: HUF 780
MPL parcel point: 0-20 kg: HUF 780
MPL postal pick-up: 0-20 kg: HUF 780
- 5.13.** Shipping fees outside of Hungary:

https://en.nosiboo.eu/wpcontent/uploads/2023/01/Nosiboo_EU_szallitasi_koltseg_2022_xlSX

- 5.14.** Online credit card and other non-cash-on-delivery payment methods are processed through the Barion system, depending on the selected payment provider. Your credit card and other payment-related data are not transmitted to

the merchant. The service provider, Barion Payment Zrt., is an institution supervised by the National Bank of Hungary, with the license number H-EN-I-1064/2013.

- 5.15. Users may select a payment method for each delivery method. By launching the payment process, users can pay off the order through the Barion/CIB Bank payment system at Barion/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 Barion/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.
- 5.16. 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.
- 5.17. In the event of errors or omissions in the products or prices in the Webshops, 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.
- 5.18. The total amount payable includes all costs based on the order summary and confirmation letter. The invoice is sent to the Consumer electronically, while the warranty card, depending on the product and the distributor, may be sent with the product or is available in the downloads menu of the website at all times.
- 5.19. 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 Service Provider does not accept any subsequent complaints without a record.
- 5.20. 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 us an e-mail with any other request related to the order. By placing an order, the Consumer acknowledges that a payment obligation arises.
- 5.21. **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 basket; if the basket 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 basket, they can click on the "X" or "delete" button. During the ordering process, the Consumer will always have the possibility to correct / delete the data entered.)

6. Cancellation

- 6.1.** Users may cancel agreements within 14 workdays without specifying their reasons. The method of this is set forth in Governmental Decree No. 45/2014. (II.26.) on Agreements Concluded by Remote Parties. Users may exercise their right to cancel for a period of 14 workdays following receipt of a product or, if they have not obtained information on the Provider's details, properties of the product and service in question and the right of cancellation (written confirmation), for a period of eight workdays following receipt thereof but for a period of three months following receipt of the product at maximum. The right of cancellation may be exercised in case of acceptance in person as well. Users may communicate their cancellation statement to the Provider at the mailing address or e-mail address indicated in the Provider's details. The Provider shall confirm the receipt of the consumer statement in a durable medium without delay. In case a User exercises his/her right of cancellation, such User shall return the product in question at his/her own expense. The return shall be considered completed in time in case the product is returned by the consumer before the expiration of the deadline. Users may not return cancelled products to the Provider by COD, the Provider shall not accept COD deliveries. In case of cancellation, the Provider may claim reimbursement for damages due to improper use of the goods. No other costs than this shall be borne by the User in connection with cancellation. The Provider shall fully transfer the amount paid by the User to the User as stipulated by applicable law, immediately but not later than 14 days following cancellation. In case of adequate cancellation, the sum to be recovered to the User shall be paid by the payment method originally chosen by the User when paying the price. In accordance with the explicit consent of the User, the Provider may use a different method for the refund; however, no additional fee shall be borne by the User as a result thereof. The User shall bear the cost of the product's return only, unless the Provider undertakes to bear that cost.
- 6.2.** Users may not exercise their right of cancellation: for the sale of products bound to the person of the User or produced based on the User's instructions or express request or which may not be returned due to its character or is perishable; for agreements related to audio or video recording or computer software copy if its packaging has been opened by the User; for agreements related to the sale of newspapers, magazines and periodicals; and in further cases as set forth by law.

- 6.3.** In the course of their intended use, the Nosiboo child-friendly nasal aspirator device and Colibri/Penguin head nose tips (parts) 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 Governmental 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.
- 6.4.** The provisions of this item exclusively apply to Users considered natural persons proceeding outside the scope of their individual occupation and economic activities who buy, order, obtain, use goods or are recipients of commercial communication or offers related to goods (“Consumers”).

7. Warranty, guarantee

- 7.1.** Due to hygienic reasons, we do not replace the device if the packaging has been opened. Nosiboo Pro, Go, and Eco are hygienic medical devices. You may exercise your right of withdrawal only if the foil packaging of the device and the Colibri/Penguin head are intact!
- 7.2.** The Provider shall be held liable for faulty fulfilment (part warranty).
- 7.3.** 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 his/her option. No cancellation is possible due to insignificant faults.
- 7.4.** After detecting a fault, Users shall notify the Provider on their objection within the shortest delay 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.
- 7.5.** 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 his/her warranty rights for a period of six months following the date of fulfilment; however, such period of expiry shall be two years for consumer agreements.

- 7.6.** The Provider is bound by a warranty obligation for Nosiboo products sold in the Web Store 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
- i** User or commissioning of the product. The obligatory warranty period for
 - ii** Nosiboo Pro/Pro2/Go and Zigg devices shall be two (2) year. 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.
- 7.7.** Users may only validate their warranty rights if they present or hand over the warranty ticket included in the product packaging 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.
- 7.8.** During the warranty period, the Provider shall assume replacement or repair of faulty products at Users' option as set forth in the warranty ticket.
- 7.9.** In case of a product fault, Users may obtain information on how to proceed at the address and phone number indicated in the Warranty ticket accompanying such product or referring to our contact details.
- 7.10.** Costs of transporting products to their warranty service points shall be borne by Users. Faulty products may be sent directly to the Web Store's service point at the following address as well:
Attract Kft, Hungary, 7622 Pécs, Siklósi út 1/1.
E-mail: 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.
- 7.11.** If a User validates his/her claim to replace a faulty product within three workdays following receipt of such product, the Provider shall replace such product, provided that such fault prevents its intended use.
- 7.12.** 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.

8. Copyright

- 8.1.** The entirety of the Website, 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 and in the course of the provision of the services available through the Website, that is, all authored work and other intellectual creation (including, without limitation, all graphical and other materials, arrangement and edition of the Website's interface, software and other solutions used, concepts and implementation).

- 8.2.** Saving the contents or certain parts of the Website 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.
- 8.3.** Aside from the rights expressly set forth herein, the use of the Website or any provision hereof shall not entitle Users to use or utilise any commercial name or trademark at the Website 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 in the course of its intended use and temporary copying required for this, as well as making copies for private purposes.

9. Responsibility

- 9.1.** Users purchasing at the Web Store are supposed to know and accept the possibilities and limitations of the internet, with special regard to technical performance and potential errors.
- 9.2.** The Web Store 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 to, or random modification thereof; any operational disturbance in the internet network that prevents problem-free operation of the Web Store 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, any data; inappropriate operation of any software; consequences of any program failure, extraordinary event or technical failure.
- 9.3.** 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 Web Store. In this case, the Provider shall provide all assistance to proceeding authorities in order to establish the identity of such violating person.

10. Newsletter

- 10.1.** Upon request of Users, the Web Store shall provide information on its periodical events by sending e-mails to their e-mail addresses provided when subscribing.

10.2. By subscribing to newsletters, Users using the newsletter service grant their preliminary, voluntary and express consent to receiving newsletters containing information related to the Web Store's products at their e-mail address and the management by the Web Store of their e-mail addresses provided during registration for the purposes of such newsletters. Users may revoke the use of the newsletter 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.

11. Available legal remedies

11.1. Customer Service (Customer Care) Attract Kft, Hungary, 7622 Pécs, Siklósi út 1/1.

E-mail: customerservice@nosiboo.com

Phone: +36 72 551 642

Deadline of replying to inquiries received in e-mail: 8 (eight) workdays.

11.2 Other available legal remedies. Should a consumer legal dispute between the Provider and a User not be settled through negotiations with the Provider, Users shall have the following legal remedies available:

An entry in the customers' book. The customers' book is available in the Provider's premises. The Provider shall reply in writing to entries written here within 30 days.

Making a complaint at the consumer protection authority. In case a User detects infringement of his/her consumer rights, such User shall be entitled to make a complaint to the consumer protection authority competent at his/her address of residence. Following judgement of such complaint, the authority shall decide on conducting a consumer protection procedure (Baranya Vármegyei Kormányhivatal Fogyasztóvédelmi Felügyelősége, 7623 Pécs, Szabadság u. 7; fax: +36 72/510 791, email: fogyved_ddf_pecs@nfh.hu).

Making a complaint at the commercial authority. In case a User detects infringement of the rules related to commerce, such User shall be entitled to make a complaint to the commercial authority competent at the Provider's seat. Following judgement of such complaint, the authority shall decide on conducting an investigation (Pécs MJV Önkormányzata Jegyzője 7621 Pécs, Kossuth tér 1-3.). Reconciliation organ. In order to settle any legal dispute, related to the quality or safety of products or the application of product liability rules, as well as the conclusion and fulfilment of agreements, outside any court, amicably, Users may initiate a procedure at the reconciliation organ operated by the professional chamber competent at such User's residential address. (Baranya Vármegyei Békéltető Testület, 7625 Pécs, Majorossy Imre utca 36.; Fax: +36-72/507-152; e-mail: bekelteto@pbkik.hu)

Court procedure. Users shall be entitled to validate their claims due to a consumer legal dispute at a court, within a civil procedure pursuant to Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. The Parties hereby agree

on the exclusive competence of Pécsi Járásbíróság or Pécsi Törvényszék, depending on the scope of authority.

12. Closing provisions

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

Pécs, 30 April 2026