

Revitalmed.hu

General Terms and Conditions

The contract concluded based on this document will not be filed, will only be concluded in electronic form; shall not be considered a written contract, is drafted originally in Hungarian language and does not refer to any code of conduct. We are at your disposal for any questions that may arise regarding the operation of the website and the application process at our contact information specified below.

The scope of this GTC shall extend to the legal relationships through the Service Provider's website (<https://revitalmed.hu>) and its subdomains. This GTC are continuously available at the following website: <https://revitalmed.hu/en/aszf> and can be downloaded from the following link: https://revitalmed.hu/wp-content/uploads/2018/02/aszf_en.pdf

1. THE SERVICE PROVIDER'S DATA:

Name of the service provider: Revital Esztétikai Kft.

The service provider's registered office (and the place of complaint management):
2013 Pomáz, Goethe köz 14.

The service provider's contact information, its electronic mailing address regularly used to communicate with the users: info@revitalmed.hu

Company Registration Number: 1309181565

Tax number: 25580248-1-13

Authority of registration: Company Registry Court of Budapest Environs Regional Court

Data protection registration number: NAIH-110259/2016.

Phone: +36704039270

Language of the contract: Hungarian

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

Webonic Kft.

8000 Székesfehérvár, Budai út 14.

SUPPORT@WEBONIC.HU

+36 22 78 76 74

2. BASIC PROVISIONS:

- 2.1. The issues not regulated in these GTC and the interpretation of these GTC shall be governed by Hungarian law, in particular with regard to the applicable provisions of Act V of 2013 on the Civil Code of Hungary ("Ptk."), Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services (Elker.tv.) and those of Government Decree No. 45/2014 (II.26.) on the detailed rules governing contracts between consumers and entrepreneurs. The mandatory provisions of the relevant laws shall apply to the parties without any specific clauses.

- 2.2. These GTC shall take effect as of 29 January 2018 and shall remain valid until repealed. The Service Provider is entitled to modify these GTC at its own discretion. The Service Provider shall publish any amendments on the website 11 (eleven) days prior to their effective date. By using this website the Users accept to be automatically bound by all regulations regarding the use of the website.
- 2.3. By logging in to the website operated by the Service Provider or reading the contents thereof in any way, even if they are not registered user of the site, the User accepts to be bound by the provisions of the GTC. If the User refuses to accept the terms and conditions, they shall not be entitled to view the content of the website.
- 2.4. The Service Provider reserves all rights related to the website, any details thereof, and all contents displayed thereon, as well as the right to distribute the website. It is prohibited to download, electronically store, process and sell any content displayed of the website or any parts thereof without the written consent of the Service Provider.

3. APPLICATION FOR TREATMENT

- 3.1. By applying through the website, the user declares to have acknowledged and accepted the terms and conditions laid down in these General Terms and Conditions as well as those of the Privacy Statement published on the website and grant their consent to the management of their data.
- 3.2. The User shall be obliged to provide their own true data when applying. In the case of false data or data belonging to someone else entered during the application, the electronic contract concluded shall be null and void. The Service Provider shall not be held liable if the User uses its services in another User's name or submitting of other person's data.
- 3.3. The Service Provider shall not be held liable for any delays, problems or mistakes occurring owing to the fact that the User has submitted wrong and/or inaccurate data.

4. THE SCOPE OF SERVICES

- 4.1. For the services displayed can be applied on-line.
- 4.2. The service fee shall be paid by the User on site.
- 4.3. The Service Provider shall indicate on the website in detail the name, description and the price of the service.

5. THE APPLICATION PROCESS

- 5.1. The User can sign up for the given treatment by entering/selecting their personal data and the desired date, by clicking on the “next” button.
- 5.2. If there is a defect or deficiency on the website, we reserve the right for correction. In such a case, after having detected and corrected the error we will immediately inform the User about the new data.
- 5.3. Improving data entry errors: Before closing the application process, the User can always step back to the previous phase where they can correct the data entered.
- 5.4. After having submitted the application the User will receive confirmation by e-mail. Should this confirmation fail to arrive to the User within the deadline calculated from the sending of the order and expectable among the circumstances relating to the nature of the service but no later than within 48 hours, the User shall be released from the obligation to maintain the offer or to conclude the contract.
- 5.5. The application and its confirmation shall be deemed to received by the Service Provider or the User, respectively, when it becomes available to the addressee.
The Service Provider shall exclude his confirmation liability if the confirmation does not arrive on time because the User provided a wrong e-mail address during registration or cannot receive messages because they have no free storage space in their e-mail account.
- 5.6. The User shall acknowledge that with the application an electronic contract between Service Provider and User will be concluded, in which User agrees to appear on the given treatment in the allocated time. Should the User not appear in the selected time despite the application, the User agrees to pay HUF 5,000 compensation to the Service Provider.

6. PROCESSING AND EXECUTION OF ORDERS

- 6.1. Applications are processed on weekdays during working time.
- 6.2. Apart from the dates specified for processing the application, it is also possible to submit an application; if it has occurred after the expiration of the working time, it will be processed the next day.

7. RIGHT OF WITHDRAWAL AND TERMINATION

- 7.1. Pursuant to the Directive No. 2010/83/EU of the European Parliament and of the Council as well as to the provisions of Government Decree No. 45/2014 (II.26.) on the detailed rules for contracts between consumers and entrepreneurs, Consumers **do not have** the right of withdrawal/termination
- a. in case of a service contract **after completing the whole service**, if the enterprise commenced the performance with the prior consent of the consumer and the consumer has acknowledged to lose they right to cancellation after completing the service;
 - b. (...) in case of a service contract related to leisure activities where a performance date or a deadline (**cosmetic treatments, etc.**) was stipulated.

8. MISCELLANEOUS

- 8.1. The Service Provider shall be entitled to use contributors to perform its obligations. The Service Provider shall assume full liability for any unlawful conduct of such contributors, as if such conduct had been committed by the Service Provider itself.
- 8.2. If any part of these GTC proves or becomes invalid, unlawful or unenforceable, this shall not affect the validity, legality and enforceability of the remaining parts.
- 8.3. If the Service Provider fails to exercise the right to which it is entitled according to these GCT, such failure shall not be deemed a waiver of the right in question. The waiver of any right shall only be valid if made in an express written statement. Failure on the part of the Service Provider to enforce strict compliance with an essential term or condition of the GTC on one occasion shall not be deemed a waiver of its right to insist on strict compliance with such term or condition later.
- 8.4. The Service Provider and the User shall try to settle their disputes in an amicable way.

9. PROCEDURE OF COMPLAINT MANAGEMENT

- 9.1. The purpose of our company is to provide all services in the appropriate quality and to the customer's full satisfaction. If, in spite of that, the User still has a complaint in connection with the contract or the performance thereof, they may file their complaint by phone, e-mail or mail at the numbers and addresses specified above.
- 9.2. The Service Provider shall examine verbal complaints immediately and shall give remedy as necessary. If the customer disagrees with how the complaint was managed, or it is not possible to inspect the complaint immediately, the Service Provider shall forthwith draw up records of the complaint and the Service Provider's relating position, and shall hand over one copy thereof to the customer.
- 9.3. The Service Provider shall respond written complaints within 30 days in writing. If it rejects the complaint, shall provide the reasons for rejection. The Service Provider shall keep the records of the complaint and the copy of the response for five years, and shall present them to the inspecting authorities at their request.
- 9.4. Please be informed that, if your complaint is rejected, you can initiate the proceedings of the authorities or conciliation bodies, as follows:
- 9.5. Consumers may file their complaint to the consumer protection authority:
- Pursuant to Government Decree No 387/2016. (XII.2.) on the designation of the consumer protection authority in public administrative procedures, the district office or the district office according to the county seat shall proceed at first instance, and the Government Office of Pest County with national competence shall act at second instance. Contact information of district offices: <http://jarasinfo.gov.hu>
- 9.6. In case of having a complaint, the Consumer can turn to a Conciliation Body, the contact information of which is as follows:

Conciliation Body of Bács-Kiskun County
Address: 6000 Kecskemét, Árpád krt. 4.
Phone: (76) 501-525, (76) 501-500
Fax: (76) 501-538
Name: Mariann Mátyus
E-mail address: bkmkik@mail.datanet.hu;

Conciliation Body of Baranya County
Address: 7625 Pécs, Majorossy Imre u. 36.
Postal address: 7602 Pécs, Pf. 109.
Phone: (72) 507-154
Fax: (72) 507-152
Name: Dr. József Bodnár
E-mail address: bekelteto@pbkik.hu;

Conciliation Body of Békés County
Address: 5601 Békéscsaba, Penza ltp. 5.
Phone: (66) 324-976, 446-354, 451-775
Fax: (66) 324-976
Name: Dr. László Bagdi
E-mail address: bmkik@bmkik.hu;

Conciliation Body of Borsod-Abaúj-Zemplén
County
Address: 3525 Miskolc, Szentpáli u. 1.
Phone: (46) 501-091, 501-870
Fax: (46) 501-099
Name: Dr. Péter Tulipán

E-mail address: kalna.zsuzsa@bokik.hu;

Conciliation Body of Budapest
Address: 1016 Budapest, Krisztina krt. 99.
Phone: (1) 488-2131
Fax: (1) 488-2186
Name: Dr. György Baranovszky
E-mail address: bekelteto.testulet@bkik.hu;

Conciliation Body of Csongrád County
Address:
Phone: (62) 554-250/118 Ext.
Fax: (62) 426-149
Name: László Dékány, Zoltán Jerney
E-mail address: bekelteto.testulet@csmkik.hu;

Conciliation Body of Fejér County
Address: 8000 Székesfehérvár, Hosszúsétátér
4-6.
Phone: (22) 510-310
Fax: (22) 510-312
Name: László Kírst
E-mail address: fmkik@fmkik.hu;

County Conciliation Body of
Győr-Moson-Sopron
Address: 9021 Győr, Szent István út 10/a.
Phone: (96) 520-202; 520-217
Fax: (96) 520-218
Name: László Horváth
E-mail address: bekeltetotestulet@gymskik.hu;

County Conciliation Body of Hajdú-Bihar
Address: 4025 Debrecen, Petőfi tér 10.
Phone: (52) 500-749
Fax: (52) 500-720
Name: Dr Zsolt. Hajnal
E-mail address: info@hbkik.hu;

Conciliation Body of Heves County
Address: 3300 Eger, Faiskola út 15.
Postal address:
Phone: (36) 416-660/105 Ext.
Fax: (36) 323-615
Name: Pintérné Tünde Dobó
E-mail address: tunde@hkik.hu;

Conciliation Body of Jász-Nagykun-Szolnok
County
Address: 5000 Szolnok, Verseggy park 8.
Phone: (56) 510-610
Fax: (56) 370-005
Name: Dr. Lajkóné dr. Judit Vígh
E-mail address: kamara@jnszmkik.hu;

Conciliation Body of Komárom-Esztergom
County
Address: 2800 Tatabánya, Fő tér 36.
Phone: (34) 513-010
Fax: (34) 316-259

Name: Dr. György Rozsnyói
E-mail address: kemkik@kemkik.hu;

Conciliation Body of Nógrád County
Address: 3100 Salgótarján, Alkotmány út 9/a
Phone: (32) 520-860
Fax: (32) 520-862
Name: Dr. Erik Pongó
E-mail address: nkik@nkik.hu;

Conciliation Body of Pest County
Address:
Phone: (1)-269-0703
Fax: (1)-269-0703
Név: dr. Károly Csanádi
E-mail address: pmbekelteto@pmkik.hu
Website: www.panaszrendezes.hu

Conciliation Body of Somogy County
Address: 7400 Kaposvár, Anna utca 6.
Phone: (82) 501-000
Fax: (82) 501-046
Name: Dr. Ferenc Novák
E-mail address: skik@skik.hu;

Conciliation Body of Szabolcs-Szatmár-Bereg
County
Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone: (42) 311-544, (42) 420-180
Fax: (42) 311-750
Name: Görömbeiné dr. Katalin Balmaz
E-mail address: bekelteto@szabkam.hu;

Conciliation Body of Tolna County
Address:
Phone: (74) 411-661
Fax: (74) 411-456
Name: Tibor Mátyás
E-mail address: kamara@tmkik.hu;

Conciliation Body of Vas County
Address: 9700 Szombathely, Honvéd tér 2.
Phone: (94) 312-356
Fax: (94) 316-936
Name: Dr. Zoltán Kövesdi
E-mail address: pergel.bea@vmkik.hu

Conciliation Body of Veszprém County
Address: 8200 Veszprém, Budapest u. 3.
Phone: (88) 429-008
Fax: (88) 412-150
Name: Dr. László Óvári
E-mail address: vkik@veszpremikamara.hu

Conciliation Body of Zala County
Address: 8900 Zalaegerszeg, Petőfi utca 24.
Phone: (92) 550-513
Fax: (92) 550-525
Név: dr. Csaba Koczka
E-mail address: zmbekelteto@zmkik.hu

9.7. The conciliation body has competence to resolve consumer disputes outside of court procedures. The task of the conciliation body is to endeavour to

establish an agreement between the parties in order to settle the consumer dispute, and if it is to no avail, to make a decision in the case to ensure the simple, rapid, efficient and cost-effective enforcement of consumers' rights. At the request of the consumer or Service Provider, the conciliation body shall provide advice as regards the rights and obligations of the consumer.

- 9.8. For cross-border consumer disputes relating to on-line sales or service contract, the Conciliation Body attached to the Budapest Chamber of Commerce and Industry shall have exclusive jurisdiction.
- 9.9. In the case of having a complaint, the User can use the on-line dispute resolution platform of the EU. The platform can be used after a simple registration to the European Commission's system [by clicking here](#). After that the consumer can file their complaint following login, via the website at the address below: <http://ec.europa.eu/odr>
- 9.10. The Service Provider is obliged to cooperate in the conciliatory body's procedure. In the scope of that, it shall send its answer to the conciliation body and shall ensure that a person authorized to conclude an agreement is present at the hearing. If the registered office or site of the enterprise is not registered in the county of the chamber operating the conciliation body with territorial competence, the enterprise's cooperation obligation shall extend to offering the opportunity to make such an agreement in writing that is acceptable for the consumer.

10. COPYRIGHTS

- 10.1. As 'Revitalmed.hu' as a website qualifies as copyrighted work, it is prohibited to download, (reproduce), re-communicate to the public, use another way, electronically store, process or sell the contents displayed on the 'Revitalmed.hu' website or any part thereof without the written consent of the Service Provider.
- 10.2. Even in case of a written consent any material may be copied from the 'Revitalmed.hu's website or the database thereof only with reference to the website in question.
- 10.3. The Service Provider reserves all rights to each elements of its service, its domain names, the secondary domain names created on their basis, as well as its on-line advertising spaces.
- 10.4. It is prohibited to adapt or decompile the content of the Revitalmed.hu website or any part thereof; to create user IDs and passwords improperly; or to use any application which makes it possible to alter or index the 'Revitalmed.hu' website or any part thereof.

- 10.5. The name 'Revitalmed.hu' is protected by copyrights, and can only be used with the written consent of the Service Provider – with the exception of reference.
- 10.6. The User acknowledges that in case of unauthorized use, the Service Provider shall be entitled to penalty. The amount of penalty shall be gross HUF 60,000 per picture and gross HUF 20,000 per word. The User acknowledges that the stipulation of this penalty is not excessive, and undertakes to browse the site in aware thereof. In case of copyright infringement, the Service Provider will apply notarial certification of facts, the cost of which it will also pass onto the infringing user.

11. PRIVACY

The Privacy Policy of the website is available at the following site:
<https://revitalmed.hu/adatvedelmi-nyilatkozat/>

Budapest, 29 January 2018