

General Terms and Conditions for Users

This General Terms and Conditions (hereinafter referred to as GTC) includes the rights and obligations of **PATOL Karbantartó és Szolgáltató Korlátolt Felelősségű Társaság** (registered seat: 9142 Rábapatonna, Rákóczi utca [Street] 1. A. ép. [Building A], company registration number: 08-09-006474, tax number: 11465104-2-08, hereinafter referred to as Service Provider), operating the website of **savetalents.com** (hereinafter referred to as Website) and the User using the electronic commercial activities under Section 2, Paragraph a) of Act CVIII of 2001 (hereinafter referred to as Electronic Commerce Act, provided by the Service Provider through the Website).

The Website offers a single platform for the creators to display the contents created by them, for the supporters to have access to such contents, and for the financial supporting of the creators (the creators and supporters hereinafter collectively referred to as Users).

Registering as User to the Website is a prerequisite for the Creators and Supporters to use the functions available on the Website.

Should the User be deemed a consumer under Act V of 2013 on the Civil Code (hereinafter referred to as Civil Code) and Act CLV of 1997 on consumer protection (Consumer Protection Act), the Service Provider shall provide the information pertaining to the consumers' rights and obligation deriving from this transaction to the User by the "Consumer protection information under Government Decree 45/2014 (II.26.)" (Annex 1) constituting an integral part of this General Terms and Conditions.

1. General information, the establishment of an agreement by and between the Parties

1.1. The scope of this GTC extends to any such electronic commercial service which is available for the User through the Website, with the proviso that the User has accepted the GTC prior to the use of the service at least by way of implied conduct unless the parties conclude an agreement with individual content following a request of an individual offer, and the particular agreement provides for otherwise, or the conclusion of the particular agreement does not entail the acceptance of this GTC.

1.2. The agreement pertaining to the services provided on the Website shall be established by the User's registration and the acceptance of the GTC, in a manner provided for herein.

1.3. The Service Provider does not constitute a content provider, a person conducting disbursement, it does not manage the assets and money of the creators, it does not collect deposits, nor does it pay any consideration for the Creators. The Service Provider facilitates the establishment of the legal relationship between the Users, thereby it constitutes an intermediary service provider under Section 2, Paragraph I) of the Electronic Commerce Act.

1.4. The services offered on the Website may be used by natural persons, with the proviso that they have registered on the Website, and they have, at least by way of implied conduct, accepted the provisions of this GTC.

1.5. The agreement established by and between the parties with respect to the services offered on the Website shall not constitute a written contract, and the Service Provider shall keep it, record it electronically, and it makes it retraceable in such a manner.

1.6. The Website is operated by the Service Provider, the contact information of which are the following:

Company name: PATOL Karbantartó és Szolgáltató Korlátolt Felelősségű Társaság

Registered seat: 9142 Rábapatonna, Rákóczi utca (Street) 1. A. ép. (Building A)

Tax number: 11465104-2-08

EU tax number: HU11465104.

Company registration number: 08-09-006474

Electronic address for service as indicated in the company register: support@savetalents.com

Contact information of the hosting service provider: <https://www.hypermatrix.cloud/elerhetosegeink/>

2. Definitions

2.1. Service: online services offered by the Service Provider on the Website, relating to information society, which facilitates and allows for the Users as Creators to publish various contents of images and textual contents directly or indirectly (by providing links), and at the same time it makes it possible for the Users as Supporters to follow Creators, view their contents and to financially support them.

2.2. Service Provider: the operator of the Website.

2.3. User: the collective term for persons registered on the Website. (This GTC may refer to the Users with respect to the Support as Creators and Supporters. In this respect, the Creator is such a User who requests and who may gain Support for providing access to any content, whereas the Supporter is such a User who provides financial support to the Creator.)

2.4. Support: a one-time donate (“Donate”) provided by one of the Users (Supporter) for the purpose of supporting the other User (Creator) or the amount paid for the Package (“Package”) determined by the Creator for which the User (Member) pays for monthly or annually, as per their choice, which enables the Member to have access to the Package, that is, to the content assembled by the Creator (“Membership”).

3. General description of the services available on the Website

3.1. The Website provides a single platform for the Users (Creators and Supporters), thereby facilitating the publication of the Creators’ contents of images and textual contents, their effective access, and availability, and the fact that the Supporters may send financial support to the Creators on occasion with regard to the fact that the Creators only offer access to certain contents to Users supporting them, or they offer priority in time when accessing to such contents.

The description of the current functions of the Website, and their suitability for particular purposes is available on the Website, and the User may have gained information thereof prior to the acceptance of this GTC. Beyond the functions and purposes explicitly indicated on the Website, the Service Provider shall not undertake and warrant suitability or functionality for other purposes.

4. Registration

4.1. The User may register by clicking on the menu item “*SIGN UP*”. During registration, the following data shall be provided: name, e-mail address used as a username, password for signing in, and additionally, the User shall answer to the question whether they reached the age of 18. If the User did not reach the age of 18, then they may have limited use with respect to the services of the Website (they may not send and accept support, and they may not create a supporting package).

The User may send their registration following the acceptance of this GTC and the acknowledgement of the Privacy Policy, by clicking on the menu item “*Register Now*”.

The User may register as Creator and Supporter by clicking on the appropriate item, and by providing the code received in e-mail, their phone number, and photo, furthermore, by creating a user’s account at the payment service provider indicated in Section 9.3. (that are required for providing and accepting supports).

5. The use of the personal data sheet of the User

5.1. The User may search in the categories of Users and Creators registered on the website, by clicking on the search bar.

5.2. The User has their own data sheet where they may upload a profile picture and which displays the name provided by them, the creator category, the amount of the already received donates, the number of supporters and members (the visibility of the amount of received donates, number of supporters and members may be set up in the menu item of Header Settings in the Account Settings).

5.3. The User may publish contents on their personal data sheet (by clicking on the item “New Post”) and they may receive messages and respond to them through the messaging application of the Website (by clicking on the “Messages” tab or icon).

5.4. Moreover, the User has the possibility to create packages (under the “Package” tab), during which they shall provide the name and content of the package, furthermore, they may set a cover picture and welcoming message to the package. During the creation of the package, the User may determine how far back in time could the content of the package be visible (by selecting a time frame offered), they may set an annual or monthly fee for the package, and they may also determine the maximum number of the package to be released (“Tag limit”), additionally, you may also disclose what benefits the package includes for the User (“Benefit”).

5.5. The User may view their followers and the users followed by the User under the “Connections” tab, moreover, they have the possibility to search for friends there.

5.6. The User, by clicking on the “Account Settings” tab, may activate the possibility to receive support, they may change the basic data of the profile, its main colour, the direct URL of their profile connecting to the Website, furthermore, they may activate and edit the content of the “About Me Box”, including especially the provision of description, images, social media URL and video URL. Additionally, the User may activate and edit the content of the “Support Box”, in which they may set a thank you note, description, supporting unit, and badge, and they may create 5 supporting categories based on the badges. The User may set the visibility of the amount of the received supports, the number of supporters and members in the menu item of Header Settings within the Account Settings. The User may set a goal (“Goal”) for the Support, and they may make the “Goal Box” displaying the details of the Goal in question visible (e.g. I need EUR 100 from which I would buy an instrument).

5.7. By clicking on the “Statistics” tab, the User may view detailed statistical data of the hitherto reached donates, the number of their followers, supporters, members, posts, and packages, and the reactions to their published contents. Furthermore, the User may view the data of their most viewed posts (“Top Post Statistics”) the activities of their most relevant followers (“Top Followers Activity), and their current monthly statistics and those of the previous months.

6. The use of the data sheets of other Users

6.1. On the datasheet of another User, the User may have access to the contents published by that User (with the proviso that the User has made them visible), and they may view the amount of the Support received by that User by that time, and the number of Supporters and Members.

6.2. On the datasheet of another User, the User, by clicking on the “Follow” icon, may follow that User, as a result of which the followed Users may be viewed in a separate list under the menu item “Connections”.

6.3. The Users have the opportunity to provide Support for other Users or, as Members, to have access to the packages created by the Creator.

7. Liability of the Service Provider

7.1. The amount paid for any of the Creators by the Supporter, or the Member exclusively gives rise to a contractual relationship with respect to the Supporter, Member, and the Creator, pertaining to the access to the contents published by the Creator, in connection to such access. Under Section 2, Paragraph 1) of Act CVIII of 2001 on electronic commerce and on information society services (hereinafter referred to as Electronic Commerce Act) the Service Provider constitutes an intermediary service provider ensuring simple data transport and access based on its activity.

The Supporter and the Member explicitly acknowledge the fact that the Service Provider shall not warrant access to the contents published by the Creator and its content and time, as it depends on the decision of the Creator. The Service Provider only provides for the technical possibility of such access through the Website. The Service Provider shall not request and accept any consideration from the Users for the contents published by them.

7.2. The Service Provider does not constitute a Creator, nor does it constitute an actively contributing party to the creation, consequently, it excludes liability for any defective performance with respect to the contents published by the Users.

7.3. Under Section 7 of the Electronic Commerce Act, the Service Provider shall be liable for information provided by it. Nonetheless, as the Service Provider constitutes an intermediary service provider under the Electronic Commerce Act, it shall not be liable for any information provided by another person which were transmitted, stored, or offered access to by the services provided by it in relation to the information society, provided that the conditions of Section 8 of the Electronic Commerce Act are met.

7.4. The Service Provider draws the attention of the Users to the fact by this GTC as well, that it is advised to assess how they may protect their data stored on their computer against any possible incidents. The Service Provider does not warrant the access of contents in the event of any force majeure cases, during such period. Force majeure entails especially malfunctions on the internet which prevent the unimpeded operation of the Website or the subpages, and the case where data sent and received on the internet is lost relating to malfunction. The User acknowledges that due to the characteristics of the internet, the operation of the Website may be discontinued even against the prior knowledge or the intent of the Service Provider. Consequently, the Service Provider shall not warrant the error-free and uninterrupted operation of the Website and the relating services, as well as the fact that the access to the Service shall be continuous and free of malfunctions.

7.6. The Services Provider is not obligated to check and monitor any information that were only transmitted, stored, or offered access to by it, furthermore, it is not obligated to look for any facts or circumstances which imply the conduct of unlawful activities.

8. Intellectual property rights

8.1. The entirety of the Website and the Application, as well as each of their elements, separately and in their entirety, are protected by copyright. The copyright holder or the authorized user of the Website, the content, copyright material, and/or any other intellectual property available on the Website— graphic form, graphic, structure of the Website, information, data processing principle available on the Website, etc. – is the Service Provider. This provision does not apply to the contents published by the Users indicated in Section 8.3.

8.2. Intellectual properties protected by copyright forming and available on the Website shall not be used, exploited, multiplied, or stored in any manner without the prior written consent of the Service Provider. This provision does not apply to the contents published by the Users indicated in Section 8.3.

8.3. The User has the opportunity to upload, publish and share contents of images or textual contents created by them or a third person, to their own page. With respect to content created by a third person (including any such content which the User created but the copyright holder, or the obligee of the related rights and industrial property rights), the User may only upload, publish, and share the content with other Users if it has a licence to use such contents, and if it does not violate the intellectual property rights of third persons. During the use of the Website, the User is obligated to refrain from providing and uploading any content which would violate the rights (especially copyright and intellectual property rights) of third persons. Should these provisions be breached, the Service Provider shall proceed as set forth in Section 8.4.

8.4. With respect to the uploaded, published, and shared contents, the Service Provider constitutes an intermediary service provider under Section 2, Paragraph 1) of the Electronic Commerce Act. In cases laid down in Sections 12/A and 12 of the Electronic Commerce Act, the Service Provider is obligated to remove such content or suspend the access thereto.

9. Consideration for the services and using the service of third parties

9.1. The services available on the Website for the Users, with the exceptions of those indicated in Section 9.2. are free of charge.

9.2. For creating the possibility of the Supports, the Service Provider shall only charge fees after the specific Supports as financial transactions which shall be determined in percentages after each Support

(hereinafter referred to as Commission), as indicated in this GTC. The Users acknowledge that the Service Provider is entitled to directly deduct a commission of a certain degree, set forth in this GTC after each paid Support (performed transaction), and only the amount left after the deduction of the commission owed to the Service Provider and the current costs relating to the use of the payment service, determined by the payment service provider shall be credited on the account and bank account of the User receiving the Support, which account and bank account is managed by the payment service provider indicated in Section 9.3.

The basis for the commission of the Service Provider: the entire amount of the support reduced by the fee of the payment service provider indicated in Section 9.3. (Stripe).

The current degree of the commission of the payment service provider indicated in Section 9.3., reduced from the amount of the Supports is available here: <https://stripe.com/de/pricing>

The degree of the commission of the Service Provider: 12 % of the basis of commission.

9.3. The Users acknowledge that for the provision and acceptance of the Supports, only the interface of the payment service provider of **Stripe Inc. (stripe.com)** may be used, the prerequisite of the use of which is the registration (creating an account) on the website of the payment service provider.

10. Miscellaneous provisions

10.1. The use of the Website and services offered thereon assumes the knowledge of technical constraints of the internet and the acceptance of the possibilities of malfunctions and errors the technology entails, on the User's part.

10.2. The User acknowledges that the initiation of sending Support constitutes the performance of the service (making the Support possible) on the Service Provider's part, consequently, following the performance of the Support as a transaction, the User shall lose its right of termination under Government Decree 45/2014 (II.26.) with respect to the specific Support, therefore they are not entitled to the reimbursement of the commission.

10.3. The Service Provider is entitled to unilaterally amend the terms and conditions of this GTC with the simultaneous notification of the Users.

10.4. The contracting parties shall take all the necessary measures to settle disputes by negotiations. In case of disputes relating to or deriving from this General Terms and Conditions with respect to Users not constituting consumers under Section 7, Subsection 1, Paragraph 5 of Act CXXX of 2016 on the Code of Civil Procedure, the courts of the Service Provider's registered seat shall have exclusive jurisdiction.

10.5. Any issues not regulated herein and the interpretation of this GTC shall be governed by the provisions of Hungarian law, with special regard to the provisions of Act V of 2013 on the Civil Code (hereinafter referred to as Civil Code), Act CVIII of 2001 on electronic commerce and information society services (Electronic Commerce Act), Government Decree 45/2014 (II.26.) on the detailed rules of contracts concluded between consumers and businesses, and Government Decree 373/2021. (VI.30.) on the detailed rules of contracts between consumers and businesses for the sale of goods, the supply of digital content, and the provision of digital services. The mandatory provisions of the relevant Hungarian legal acts are binding to the parties even without any separate provisions. Under Regulation (EC) No 593/2008 of the European Parliament and the Council, in case of consumer contracts, the application of Hungarian law may not have the result of depriving the consumer of the protection afforded to them by provisions that cannot be derogated from by agreement by virtue of the law of their habitual residence.

10.6. This GTC enters into force on [*]

Date: [*]

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PATOL Kft.
Service Provider

Annex 1

Consumer protection information pursuant to Government Decree 45/2014. (II. 26.)

The Service Provider expressly draws your attention to the fact that you may not exercise your right of withdrawal under Section 29, Subsection 1 of the Government Decree 45/2014 (II.26.): “in case of an agreement of providing service, following the performance of the entirety of the service if the Undertaking has started the performance upon the explicit, prior consent of the consumer, and the consumer has acknowledged that they shall lose their right of termination following the performance of the entirety of the service.”

Further information provided:

- a) The material content and characteristics of the Service (the possibility of Support) provided by the Service Provider on the Website for consideration are included in Section 9 of this GTC.
- b) The consideration of the Service provided by the Service Provider on the Website and its method of calculation (its additional nature of commission) is included in Section 9 of this GTC.
- c) The contact information of the Undertaking is provided by Section 1.6. of this GTC.
- d) There is no code of conduct at the Service Provider under the Act on the prohibition of unfair commercial practices against consumers.
- e) The Service Provider provides its information obligation on warranty for material defect, product warranty, and guarantee by the template of information under Annex 3 of the Government Decree 45/2014 (II.26.).

Complaint management and possibilities to enforce rights

The consumer may submit their objections relating to the service to the contact information set forth below:

e- mail address: support@savetalents.com

The consumer may disclose their complaint to the Undertaking orally or in written form, which complaint concerns the conduct, activity, or omission of the Service Provider or the person acting on behalf of or in the interest of the Service Provider, which is directly related to the provision and supply of the services to the consumers.

The Undertaking is obligated to immediately examine the oral complaint, and if necessary, resolve it. If the consumer does not agree with the handling of the complaint, or if the examination of the complaint without delay is not possible, the Undertaking is obligated to draw minutes of the complaint and its viewpoint relating to it, and in case of personally disclosed oral complaints, it shall provide a copy thereof to the consumer on site. In case of an oral complaint disclosed on telephone or by using any other electronic communications service, the Undertaking shall provide the copy of the minutes to the consumer simultaneously with the substantive response within 30 days at the latest, according to the provisions regarding the response to the written complaint. As to the remainder, the Undertaking shall proceed with regard to the written complaint as follows. Unless otherwise provided for by a directly applicable legal act of the European Union, the Undertaking shall provide a substantive response to the written complaint in writing within 30 days after its delivery, and it shall take measures to disclose such response to the consumer. Legal acts may determine shorter deadlines, whereas longer deadlines may only be laid down in statutes. The Undertaking is obligated to provide reasoning for its viewpoint if it rejected the complaint. The Undertaking shall set a unique identification number for oral complaints disclosed by telephone or by using electronic communications service.

The minutes drawn up of the complaints shall include the following:

1. name and address of the consumer,
2. place, date, and manner of the submission of the complaint,
3. a detailed description of the consumer's complaint, a record of the deeds, documents, and other evidence presented by the consumer,
4. if immediate examination of the complaint is possible, the Undertaking's declaration of its viewpoint regarding the consumer's complaint,
5. the signature of the person drawing up the minutes and, except for the oral complaint disclosed on telephone or by using other electronic communications service, that of the consumer,
6. place and date of the recording of the minutes,
7. unique identification number of the complaint in case of oral complaint disclosed on telephone or by using other electronic communications service.

The Undertaking is obligated to keep the copies of the minutes of the complaint and the response for three years, and upon request, it shall present it to the controlling authorities.

Should the complaint be rejected, the Undertaking is obligated to inform the consumer in writing that it is entitled to initiate the proceeding of an authority or a conciliation board pertaining to their complaint, depending on the nature thereof. The information shall additionally include the registered seat, telephone number, web access, and postal address of the competent authority and the conciliation board of the permanent address or habitual place of residence. The information shall also extend to the fact of whether the Undertaking takes part in the proceeding of the conciliation board for the settling of consumer disputes.

Should the possible consumer dispute between the Undertaking and the consumer remain to be unsettled following the negotiations, the following options for pursuing claims shall be open to the consumers:

Complaints at the consumer protection authorities. Should the consumer observe the violation of their consumer rights, they are entitled to submit claims to the competent consumer protection authority of their permanent address. Following the resolution of the complaint, the authority shall decide on conducting the consumer protection proceeding. The duties and obligations of the consumer protection authority of the first instance shall be carried out by the competent capital and county government offices, the list of which is available here: [Consumer Protection Portal – Consumer Protection Authority \(fogyasztovedelem.kormany.hu\)](http://fogyasztovedelem.kormany.hu)

Court proceedings. The Consumer is entitled to pursue their claim arising from the consumer dispute within the scope of civil proceedings before the courts, in the scope of the provisions of Act V of 2013 on the Civil Code and Act CXXX on the Code of Civil Procedure.

We inform you that you are entitled to submit a consumer complaint against us. Should your complaint be rejected, you are entitled to turn to the competent conciliation board of your permanent address or habitual place of residence: the conditions for initiating the proceeding of the conciliation board are the fact that the consumer directly sought to resolve the dispute with the concerned Undertaking. Upon the request of the consumer, the conciliation board indicated therein shall have jurisdiction instead of the board otherwise having jurisdiction for the proceeding.

The Undertaking shall bear cooperation obligation in the proceeding before the conciliation board.

In the scope thereof, the Undertaking is obligated to send the reply document upon the request of the conciliation board and to appear before the conciliation board (“ensuring the presence of the person authorized to reach an agreement at the hearing”).

If the registered seat or the premises of the Undertaking is not registered in the county of the chamber of commerce and industry operating the conciliation board having territorial jurisdiction, the Undertaking's cooperation obligation extends to the offering of the conclusion of written agreement appropriate to the demands of the consumer.

The consumer protection authority has competence for the violation of the above cooperation obligation, based on which, due to the change of legal acts mandatory penalties shall be imposed in case of the unlawful conduct of the Undertaking, consequently, there is no possibility to disregard the application of penalties. Apart from the Consumer Protection Act, the concerning provision of the Act on small and medium-sized enterprises has also been amended, therefore, penalties shall also be imposed on small and medium-sized enterprises.

The conciliation board is also competent with respect to the out-of-court settling of the consumer dispute. It is the conciliation board's duty and obligation to attempt the establishment of an agreement between the parties to settle consumer disputes, and should it prove to be unsuccessful, it shall bring a resolution in the case for ensuring the simple, quick, effective, and cost-efficient pursuing of consumer rights. Upon the request of the consumer or the Undertaking, the conciliation board offers advice with respect to the rights and obligations of the consumer.

The proceeding of the conciliation board shall be launched at the request of the consumer. The request shall be submitted to the chairperson of the conciliation board in writing: the requirement of written form shall be performed by letter, telegram, teleprinter, or facsimile, and by any other device which makes it possible for the recipient to permanently store the data addressed to them for a time appropriate for the purposes of the data, and the stored data may be viewed in an unchanged form and content.

The document and its copy (extract), the content of which the consumer refers to as evidence, especially the written declaration of the Undertaking with regard to the rejection of the claim, and in failure thereof, any other written evidence in the consumer's possession of the attempt of the provided resolving of disputes shall be attached to the request.

Should the consumer proceed by proxy, they shall attach the power of attorney to the request.

You may find further information on the conciliation boards here: <http://www.bekeltetes.hu>

Additional information on the conciliation boards having territorial jurisdiction is available here: <https://bekeltetes.hu/index.php?id=testuletek>

The consumer may resort to the conciliation board with their consumer claims against the Undertaking. Under Section 20 of the Consumer Protection Act, the conciliation board of the consumer's permanent address or habitual place of residence has jurisdiction with regard to the proceeding. In the absence of a national permanent address or habitual place of residence, the jurisdiction of the conciliation board shall be determined by the registered seat of the Undertaking affected by the consumer dispute, or that of the entity authorized to its representation, which, in case of the Service Provider, is the following:

Conciliation Board attached to the Győr-Moson-Sopron County Chamber of Commerce and Industry

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

Telephone number: 06-96-520-217

E-mail: bekeltetotestulet@gymiskik.hu

(Upon the request of the consumer, the conciliation board indicated therein shall have jurisdiction instead of the board otherwise having jurisdiction for the proceeding.)

The contact information of the specific Conciliation Boards having territorial jurisdictions:
<https://bekeltetes.hu/udvozlo> (Menu item Boards)

Online dispute resolution platform

The European Committee established a website where the consumers may register, thereby having the possibility to resolve their legal disputes relating to online purchases by filling out a form, consequently, court proceedings may be prevented. Thus, the consumers may enforce their rights without, for instance, the distance preventing them to do so.

Should you intend to submit a complaint with respect to any product purchased or any service used online, and should you wish to prevent resorting to court proceedings, you may use online dispute resolution.

You and the trader against whom you intend to submit complaints may mutually select a dispute resolution board to be assigned with regard to complaint resolution on the portal.

The online dispute resolution platform is available here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

Information on warranty for material defects, product warranty, and guarantee

1. Warranty for material defects

In which cases may you exercise your right of warranty for material defects?

You may pursue your claim of warranty for material defects upon the defective performance of the Service Provider, against the Service Provider, as per the rules and regulations of the Civil Code.

What are your rights according to your claim of warranty for material defects?

As per your choice, you may pursue the following claims of warranty for material defects:

You may request repair or replacement unless the performance of any of these claims selected by you is impossible, or it would mean a disproportionate additional cost to the undertaking as opposed to the performance of any other claim. If you have not or could not have requested repair or replacement, you may claim the pro rata reduction of the consideration or you may repair the defect yourself or have it repaired by another person at the cost of the undertaking, or, as a last resort, you may also withdraw from the contract.

As the Service Provider as obligor undertakes the obligation to create a result, the rules for defective performance shall apply accordingly, with the proviso that a) replacement shall be construed as the re-performance of the result that can be achieved in part or in full by work; and b) it is possible to repair or partially or fully re-perform the service in a manner other than originally undertaken with respect to creating the result that can be achieved by work, also taking the obligee's interests in performing in conformity with the contract into account: additional costs arising from this shall be borne by the obligor. The obligor shall be exempted from the legal consequences of defective performance if the defect can be traced back to the a) unsuitability of or defect in the material; b) incompleteness of or defect in the data; or c) the inexpedient or unprofessional nature of the instruction provided by the obligee, and the obligor warned the obligee of these circumstances. You may also switch from your selected remedy for breach of warranty for material defects to another remedy, however, you shall pay the costs caused by the switch unless it was justified, or it was caused by the undertaking.

What is the statute of limitations for exercising your claims of warranty for material defects?

You are obligated to disclose the defects immediately after their detection but not later than within two months after such detection. Nonetheless, we shall also draw your attention to the fact that beyond the statute of limitations of two years following the performance of the contract, you may not pursue your claims of warranty for material defects.

Against whom may you pursue your claims of warranty for material defects?

You may pursue your claims of warranty for material defects against the undertaking.

What are the other terms and conditions for pursuing the claims of warranty for material defects?

Beyond the disclosure of the defect, there is no other condition to be met for the pursuing of your claim of warranty for material defects within six months after the performance, with the proviso that you certify that the service was provided by the Service Provider. Nevertheless, following six months after the performance you are obligated to prove that the defect detected by you already existed at the time of performance.

2. Product warranty

In which cases may you exercise your right of product warranty?

In case of the defects of movables (product), you may, as per your choice, pursue your rights indicated in Section 1 or product warranty. With respect to the fact that the Service Provider does not offer any movables on its Website, the claims of product warranty may not be pursued against it.

3. Guarantee

With respect to its services, the Service Provider is not subject to mandatory guarantee under law, and it has not undertaken any guarantee.

4. The specific requirements of the contractual nature of performance in case of provision of digital services, and the specific rules regarding defective performance of a contract aimed at providing digital services, and the applicable claims of warranty for material defect are included in Sections 17-23 of the Government Decree 373/2021 (VI.30.).