

## General Terms and Conditions

This General Terms and Conditions (hereinafter: „GTC”) regulates the conditions of the use of the webshop EveryBird Knits (hereinafter: „Webshop”) operated by sole proprietor Dóra Böszörményi (hereinafter: „Service Provider”), as well as payment and shipping informations.

Address of the Webshop: <http://www.everybirdknits.hu>

In order to make a purchase on the Webshop, registration is required.

By using the Webshop and providing data necessary for a purchase the User accepts the provisions of this GTC and expresses the consent to be bound by it. Please use the services of the Webshop only if you agree with every provision.

### **Details of the Service Provider:**

Name of the Service Provider: **Dóra Böszörményi sole proprietor**

Registered office: **H-2220 Vecsés, Batthyány str. 3.**

E-mail address: **everybirdknits@gmail.com**

Phone address: **+36302360318**

Tax Identifier: **54850761-1-33**

Registration Number: **53439637**

Competent Authority: **Pest County Directorate of the Hungarian National Tax and Customs Administration**

Hosting service provider: **Versanus Informatikai és Szolgáltató Kft. (H-1023 Budapest, Bécsi str. 3-5. 5. floor 56., support@versanus.eu)**

## **1. General provisions**

- 1.1. The showing of any products or services on the Webshop at any times does not mean and does not guarantee the availability of said product or services. Service Provider upholds its right to remove any product from circulation at any times.
- 1.2. With the acceptance of this GTC You hereby understand and accept that it is forbidden (i) to disclose, transmit, upload or promote any communication or content that might have an adverse effect on the Service Provider’s products or services; (ii) to act or use any instruments in order to limit, hamper, withhold or otherwise adversely affect other users usage of the Webshop or affect the website’s safety; or (iii) use any instruments or attempt to use any motors, softwares, tools, agents, scripts or other instruments or mechanism to navigate or search on the website, or the copying of the website’s contents. Service Provider upholds the right to immediately terminate access to the website and delete User’s Account of any Users that breaches this or any other provision of the GTC.
- 1.3. The Webshop shall only be used by persons above the age of 18 years old.
- 1.4. The person that registering and making a purchase on the Webshop and provides personal data consents to the processing of said personal data in accordance with the provisions set forward in the Service Provider’s “**Data Processing Declaration**”.
- 1.5. In order to ensure the accuracy of the data provided by the User during the registration, an automated e-mail is sent to the User’s e-mail address provided during registration, in which the Service Provider asks for the User’s confirmation of the data.

## **2. The Scope of Services provided to the User on the Webshop**

### **2.1. Creation of the User Account:**

By filling of the Registration Data Sheet and requesting the registration. Data necessary for a registration: name, e-mail address, password. The User may use the Account for an

indefinite amount of time and free of charge. The User is able to request the deletion of the Account with a written notification to the Service Provider.

## **2.2. Order Sheet:**

By filling the order sheet to place an order and sending said order (details of the order provided by the User can be amended or corrected until this moment). Data necessary for placing an order: name, address, e-mail address, phone number, data regarding the sales contract: the product(s), quantity, shipping address, method of shipping, method of payment. The usage of the Order sheet is free of charge.

## **3. The conclusion of the Sales Contract**

- 3.1. When the User sends an Order Sheet on the Webshop and the Service Provider confirms the order in an e-mail, the Sales Contract is concluded between the User and the Service Provider. (If the e-mail confirming the order does not arrive to the User within 48 hours after the order is sent to the User, the User is exempt from the obligation of fulfilling the Sales Contract)
- 3.2. The Service Provider upholds the right to withdraw from the fulfilling of the Purchase without giving reason, in this case the amount paid by the buyer is returned.
- 3.3. The Sales Contract is regarded as a distance contract as per **Hungarian Government Decree 45/2014. (II. 26.)**.
- 3.4. The User accepts that a contract concluded this way is regarded as a contract concluded in writing, and it is governed by relevant Hungarian legislation and this GTC.
- 3.5. Sales Contracts are created in Hungarian, and the Webshop stores them automatically in electronic form. They are available to the User after login to the Webshop. Their contents can be read, exported or printed.

## **4. Prices**

The prices listed on the Webshop are in Hungarian Forints with the VAT included. The Service Provider upholds the right to change prices.

## **5. Payment**

The Webshop accepts the following payment methods:

### **5.1. Bank transfer**

Name of recipient: Böszörményi Dóra

Bank Account Number: 11773425-00596514 (OTP Bank)

During the transfer please indicate the serial number of the order in the message field.

### **5.2. PayPal**

The Webshop redirects to PayPal's secure website, on which the payment is made.

### **5.3. Online bank card payment**

During online bank card payment, the Webshop redirects to Barion Payment Zrt's (Number of permit by Hungarian Central Bank: H-EN-I-1064/2013) website that guarantees safe payment. The payment is made directly on the site operated by Barion that functions in accordance with the safety requirements of international bank card companies, and not on the Webshop. The Webshop does not possess or gets access to the User's financial data from the bank card, such as its number, expiry date at any times during the purchase.

## **6. Invoice**

The Service Provider issues an invoice of the purchase, and sends its original, paper based copy to the User together with the product.

## **7. Characteristics of the Products**

The User can view the main characteristics of each purchasable Product on the Webshop by clicking on the name or picture of the Product. Minute differences in color or size of the Products and their pictures can occur as they are unique, handmade products.

## **8. The course of the orders**

- 8.1. The placement of the chosen Product into the Cart,
- 8.2. The selection of the preferred shipping method,
- 8.3. The providing of the necessary personal data and address, the checking of the order;
- 8.4. The sending of the Order Sheet,
- 8.5. The confirmation of the order,
- 8.6. The payment for the Product ordered with advance payment.

## **9. Processing of the Orders**

The Orders are processed on workdays from 9:00 until 17:00. The User is able to place an order at any times. If the placement of the order happens after 17:00 on a workday or on the weekend, the processing of said order will happen on the next workday.

## **10. Possible ways of reception of Products**

- 10.1. The Products are put up to be shipped in 1-3 days following the placement of the order. If the shipping takes more time, the Service Provider shall notify the User of this.
- 10.2. The Products are shipped to the shipping address provided by the User, or to the package handler chosen by the User.
- 10.3. The shipping of the Products are handled by the Hungarian Post Office, in case of personal service the Service Provider itself takes the Package to the personal service address.
- 10.4. In case of an unsuccessful delivery the cost of the package's return shall be aid by the User. After this, the User is able to either request the Product to be re-shipped, if the User pays the cost of the re-shipping with advance payment prior to it being put up to be shipped or to withdraw from the Purchase, in which case the Service Provider shall return the payment made by the User for both the Purchase and the original shipping within 14 days. If the User does not request the re-shipping in writing within 14 days after an unsuccessful delivery, the Service Provider considers this as a withdrawal from the Purchase, and automatically returns the payment made by the User for both the Purchase and the original shipping.

## **11. Personal Service**

- 11.1. Personal service is possible at Kozmosz Vegan Restaurant (H-1067 Budapest, Hunyadi square 11.), during business hours (Mon-Fri between 11:30-15:00 and 18:00-22:00, Sat-Sun: 11:30-22:00). Personal service as a delivery method can be chosen after placing Product(s) into the Cart from the Shipping methods. In case of Personal Service, there is

no shipping fee, and the delivery of the Product to the aforementioned location is 1-3 days after the Purchase, about which the Service Provider notifies the User via e-mail.

- 11.2. If the User does not pick up the package within 14 days after being notified, the Service Provider considers this as a withdrawal from the Purchase, and automatically returns the payment made by the User for the Purchase in 14 days.

## **12. Right of withdrawal**

- 12.1. The User has the right to withdraw from the Purchase made on the Webshop within 14 days after its delivery. If the User wishes to exercise this right, the User shall indicate it to the Service Provider via e-mail to the everybirdknits@gmail.com e-mail address. The right of withdrawal only applies to Products not put in use by the User. The Product shall be returned in its original state, packaging and together with the invoice about the Purchase, the costs of which are borne by the User.
- 12.2. The Service Provider shall return the price of the Product and the cost of the original shipping within 14 days after the User's e-mail about the withdrawal.
- 12.3. The User is not entitled to the right of withdrawal in the following cases:
  - a) in the case of such not prefabricated product, that was produced by the Webshop based on the explicit instructions or wishes of the User, or in the case of products obviously personalized for the User;
  - b) Products with closed packaging because of health protection measures or hygiene reasons shall not be returned.

## **13. Exchange**

Aside from the right of withdrawal, the User also has the right to exchange a Product for another. The Product Exchange is only applicable to Products not put in use by the User. If the User wishes to exercise this right, the User shall indicate it to the Service Provider via e-mail to the everybirdknits@gmail.com e-mail address. The Product shall be returned in its original state, packaging and together with the invoice about the Purchase, the costs of which are borne by the User as well as the costs of the shipping of the new item.

## **14. Warranty for material defects**

- 14.1. The User primarily has the right to choose between claiming repair or replacement, excluding the case if chosen remedy would result in impossible or disproportionate additional costs, taking into account the value that the Product would have in flawless condition, the gravity of the breach of contract and the harm to interests caused to the User.
- 14.2. The User may also claim the proportionate reduction of the price of the Product, may repair the defect himself or have it repaired by somebody else at the Service Provider's expense, or may cancel the Purchase, if the Service Provider did not undertake the repairing or replacement, or was unable to comply with this obligation under the conditions of point 14.4. of this GTC, or if the User's interest in its repair or replacement no longer exists.
- 14.3. An insignificant defect shall not give rise to cancellation. Defects stemming from use contrary to designated use do not suffice the warrant.
- 14.4. Repair or replacement shall be completed within an appropriate time limit by appropriately considering the interests of the User and the characteristics of the Product and its designated purpose.

- 14.5. The User's right to the warranty for material defects expires after two years following the purchase. Not included in this time limit is the time while the Product is being repaired in a way that its usage in accordance with its designated purpose by the User is not possible. The expiry time limit restarts for parts of the Product repaired or replaced as a part of warranty. This rule shall be used if a new defect is stemming from the repair or replacement.

## **15. Enforcing the warranty claim**

- 15.1. Following the detection of the defect, the User shall be required to communicate the defect to the Service Provider without any undue delay.
- 15.2. Defect communicated by the User within two months following the detection shall be considered communicated without delay.
- 15.3. The User is liable for the damage arising from delayed communication.
- 15.4. The User shall communicate the warranty claim in writing to the e-mail address [everybirdknits@gmail.com](mailto:everybirdknits@gmail.com). The message shall contain the following:
- Name and address of the User;
  - Name and price of the Product;
  - Date of Purchase;
  - Date of the communication of defect;
  - Details of the defect;
  - The remedy the User wishes to enforce.
- 15.5. In case of consumer dispute, the User might turn to the following conciliation panel competent in the Service Provider's seat area:
- Pest County Conciliation Panel  
H-1119 Budapest, Etele str. 59-61. II. floor 240.  
Mailing Address: H-1364 Budapest, Pf.: 81  
E-mail address: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)  
Phone number: 06-1-269-0703  
Fax number: 06-1-269-0703

## **16. Data Processing and Data Protection**

### **16.1. Processing of Personal Data**

The User freely gives a specific, informed and unambiguous indication of the wish by a clear affirmative action to the processing of personal data relating to him or her, however acknowledges that the refusal of the processing of said personal data makes the registration and purchasing on the Webshop not possible. The provisions of the personal data processing is found in the „**Data Processing Declaration**”, which acts as an integral part of this GTC.

The consent to the processing of the User's personal data is based on Act CXII on the Right of Informational Self-Determination and on Freedom of Information, as it is voluntary, the refusal of said consent however makes the usage of the Webshop and the concluding of Sales Contracts impossible.

### **16.2. Processing of Personal data for marketing purposes**

The User might consent to the transmission of his or her personal data to third persons in order to the User to receive market information for example special offers.

## **17. Miscellaneous provisions**

- 17.1. Minute differences in color or size of the Products and their pictures can occur as the Products available on the Webshop for purchase are unique, handmade products
- 17.2. The Service Provider has the right to amend this GTC one-sided, without prior formal notice but with the notification of the User. The GTC and its amendments take effect on the date of their publication. The modified provisions of the GTC relate to the orders made after the publication of the amended GTC.
- 17.3. The Service Provider upholds the right to implement any modifications on the Webshop at any times without prior notice.
- 17.4. The online content of the Webshop which consists of text, graphics, pictures, animated pictures, movies, illustration and in certain cases sounds and programs is owned by the Service Provider. This content is copyrighted. The usage of this content is exclusively permitted with the Service Provider's written licence.
- 17.5. If any authority or regulatory body declares a provision from this GTC invalid, every provision not in connection with the invalidated one shall remain in effect unchanged.
- 17.6. This GTC contains the general regulations of the legal relationship created between the User and the Service Provider. Any dispute not regulated by these provisions shall be governed by the relevant Hungarian legislation and the requirements of authorities, in particular the Civil Code, Act CVIII of 2001 on certain issues of electronic commerce services and information society services and the Hungarian Governmental Decree 45/2014. (II.26.) on the special contractual regulations between consumer and companies.

**This GTC shall be in effect from 6th of June, 2019.**

**Last updated: 06/10/2020**

Annexes:

### ***1. Data Processing Declaration***

## **Annex 1.**

### **Data Processing Declaration**

#### **1. Principle provision**

With the usage of and registration to the Webshop, You as Data Subject consent to the processing of your personal data by the Data Controller as indicated in this Declaration. In connection with the data processing, you are entitled to the rights prescribed in this Declaration.

#### **2. The Data Controller**

Details of the Webshop's operator (hereinafter: Data Controller):

Dóra Böszörményi sole proprietor

Registered office: 2220 Vecsés, Batthyány str. 3.

E-mail address: everybirdknits@gmail.com

Phone number: +36302360318

Tax ID: 54850761-1-33

Registration Number: 53439637

Competent Authority: Pest County Directorate of the Hungarian National Tax and Customs Administration

Hosting service provider (data processor): Versanus Informatikai és Szolgáltató Kft. (H-1023 Budapest, Bécsi str. 3-5. 5. floor 56., support@versanus.eu)

#### **3. Lawfulness of the data processing**

The processing of your personal data is based on your consent given freely during the registration to the Webshop, certain financial and consumer protection information is processed based on legislative grounds and in the case of the performance of a Sales Contract, it is based on contractual grounds.

#### **4. Purpose of the data processing**

Your personal data is being processed by the Data Controller to process online purchases, to manage orders, to fulfill contractual obligations such as payments. They are also processed for reasons connected to consumer protection purposes, for complaint handling and warranty purposes.

#### **5. Categories of the personal data processed**

The Data Controller processes personal data from the following categories:

- User data for identification, User account data (User name, real name, address, age, gender, purchase history, payment history, account settings);
- Data necessary for communication: name, address, e-mail address, phone number;
- Payment information and history (amounts of transactions, date of transactions, shipping address);
- Ordering information.

#### **6. Period of the data processing**

The Data Controller processes the personal data while you are an active User on the Webshop. The User shall be sorted into the Inactive User category if he or she has not logged in the Webshop for 2 years. Inactive Users are deleted together with their personal data thus ending the data processing. The Data Subject might delete his or her account at any times, this terminates the account, and the Data Controller sorts the User into the Inactive Users category. Certain personal data of Inactive Users are not deleted if legislative obligations or ongoing legal disputes prevent the Data Controller from doing so (such as consumer protection and tax-related laws)

#### **7. Location of the Data Processing**

The personal data provided by you are processed and stored within the EEA. Any transmission of personal data outside of the EEA happens in accord with the relevant legislation. If personal data is transmitted outside the EEA, the Data Controller ensures to the best of its ability the application of the provisions of the GDPR.

## **8. Third parties' access to the personal data**

Your personal data is not transmitted or sold to third parties for marketing purposes. Personal data is transmitted to data processor third parties exclusively for allowing our service to function for example for the optimization of the website the Data Controller uses a webhosting- and server service provider, for the rating of the Products the Data Controller uses an analytical tool provider. The Data Processors are included in this Data Processing Declaration.

## **9. Rights of the Data Subject**

Data Subjects are entitled to the following rights granted by relevant legislation and GDPR in connection with the data processing.

### **9.1. Right to information and access to the personal data (GDPR Articles 13-15):**

The Data Controller shall at the time when personal data are obtained, provide the data subject with the information listed in GDPR. The data subject is entitled to receive information from the Data Controller about if his or her personal data is being processed, and if they are, then the data subject has the right to access them.

### **9.2. Right to rectification and erasure („right to be forgotten”) (GDPR Articles 16-17):**

The data subject shall have the right to obtain from the Data Controller without undue delay the rectification of inaccurate personal data concerning him or her and the erasure of personal data concerning him or her without undue delay and the Data Controller shall have the obligation to erase personal data without undue delay where one of the requisites listed in GDPR is fulfilled. If the Data Subject has a User Account, the personal data contained in it can be freely modified on the Account page.

### **9.3. Right to restriction of processing (GDPR Article 18):**

The data subject shall have the right to obtain from the Data Controller restriction of personal data processing where at least one of GDPR Article 18 (1)'s provisions apply;

### **9.4. Right to data portability (GDPR Article 20):**

The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to a data controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another data controller without hindrance from the data controller to which the personal data have been provided;

### **9.5. Right to object (GDPR Article 21):**

The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her.

## **10. Remedy**

In case of concern regarding their rights stemming from the data processing the Data Subjects might turn to Court based on the Data Controller's seat area or the Hungarian National Authority for Data Protection and Freedom of Information in accordance with Article 22. of Act CXII on the Right of Informational Self-Determination and on Freedom of Information on the following address:

Hungarian National Authority for Data Protection and Freedom of Information (NAIH)

Postal Address: H-1530 Budapest, Pf.: 5.

Address: H-1125 Budapest Szilágyi Erzsébet fasor 22/c

Phone number: +36 (1) 391-1400  
Fax: +36 (1) 391-1410  
E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)  
URL: <http://naih.hu>

### **Cookies Notice**

A Cookie is a small text file that is stored on the hard drive of the computer or mobile device and activates at a later visit of the website. If you use our services, until any notice to the contrary we assume that you consent to the use of cookies.

#### **In what way do we use cookies?**

Constant cookies are used to remember your chosen homepage and to store your provided data in case you choose the „Remember Me” option during login. We use cookies for saving your favoured products as well.

Temporary cookies are used when you use the product filtering function and when we check if you are logged in when you place a product in your cart.

Both first and third party cookie are used to collect statistical data and aggregate user data, and in unique form to analytical tool in order for us to optimize our site and provide relevant marketing material for you.

#### **Which categories of personal data are processed?**

We only connect the cookie identifier with the data provided or collected in your User Account if you are logged into your Account.

#### **Who has access to your personal data?**

Transmission of personal data to third persons is exclusively done so for the purpose of our company to provide the service obligations to you; the analytical tool collects statistical data to optimize our site and to show relevant material.

#### **For how long do we store this saved data?**

You can effortlessly delete cookie from your computer or mobile device with your browser. You can also block cookies, or turn on notifications to show every cookie your computer or mobile device receives. If you block cookies, you won't be able to use our Webshop in its optimal form.