



**ELECTRONIC COMMERCE SERVICE
GENERAL TERMS AND CONDITIONS**

1. Company data:

Name: Magyar Posta Zártkörűen Működő Részvénytársaság
Registered office: 1138 Budapest, Dunavirág u. 2-6.
Trade register no.: Cg. 01-10-042463
Tax no.: 10901232-2-44
Customer Service postal address: Magyar Posta Zrt. Ügyfélgondozási Központ (3512 Miskolc)
Customer Service phone no.: +36 40/46-46-46 Monday to Wednesday and Friday
between 8 am and 5 pm; and Thursday between 8 am to 8
pm
Customer Service fax number: +36 46/320-136
Customer Service e-mail address: ugyfelszolgalat@posta.hu
Web site: www.posta.hu

2. Introductory Provisions

- 2.1. The present General Terms and Conditions (hereinafter referred to as GTC) contain the legal terms and conditions for orders and purchases made on the web site www.posta.hu operated by Magyar Posta Zrt. (hereinafter referred to as Posta).
- 2.2. The contract is concluded in a non-written form by the purchaser (hereinafter referred to as the Customer) electronically ordering the chosen items in Hungarian or English on the online interface accessible in Hungarian and English (hereinafter referred to as the webshop). The thus created contract is not recorded separately but can be traced later by the order number.
- 2.3. By registering, prior to confirming the order, the Customer states that he knows, agrees to be bound by and accepts the present GTC and the special rules and general terms and conditions applying to products sold under the Electronic Commerce Service (General Terms and Conditions).
- 2.4. Posta is entitled to unilaterally amend the special rules and general terms and conditions applying to products sold under the Electronic Commerce Service at any time without stating a reason and without giving separate notice with the proviso that the changes may not affect the orders currently being processed. Posta shall publish the amendment to the GTC at least 8 days before the changes enter into force, and post the notice about the change on its web site (Other General Terms and Conditions 2).

2.5. -¹

¹Expired on 1 March 2014.

- 2.6. The main features of the products and services offered in the webshop are stated in the description attached to each product. Posta accepts no liability for damage arising from the misinterpretation of the product descriptions.
- 2.7. Posta handles the written and visual information given on the web site with due care, but points out that the information may be subject to change and may contain typographical errors.

3. Products that can be ordered under the Electronic Commerce Service (products that can be ordered online)

- 3.1. The following product groups can be ordered in the webshop:

- 3.1.1. Tax forms**
- 3.1.2. Stamp subscriptions**
- 3.1.3. Philatelic products**
- 3.1.4. Your Own Stamps**
- 3.1.5. Coins and coin sets²**
- 3.1.6. Envelopes and Packing boxes**
- 3.1.7. Posta Paletta vouchers**
- 3.1.8. Prepaid postal products**
- 3.1.9. -³**

4. Registration

- 4.1. To order through the webshop, registration is required. For this an online form must be completed and approved. Posta is entitled to refuse any request for registration, if the user provides untrue or insufficient data on the registration form, or if the data or circumstances indicate that the purpose of registration is not the proper use of the web page.
- 4.2. Posta is entitled to delete the registration in the event that abuse, illegal behaviour or an illegal act by the user is perceived while using the web page (browsing or ordering).

² Between 27 March 2014 and 15 July 2014 Posta did not apply the provisions included in this section.

³ Expired on 1 March 2014.

- 4.3. Every user wishing to register must activate their registration by clicking on a link in an e-mail sent to their e-mail address given in the course of registration. Already registered visitors can log in by entering their user name and password given during registration, either before or after compiling the contents of their basket⁴ using the “Enter” function. After logging in the Customer is free to change his registered data and view his earlier orders. The deletion of personal data given in the course of registration may be requested by sending an e-mail to ugyfelszolgalat@posta.hu, calling +36 40/46-46-46, sending a letter to Magyar Posta Zrt. Ügyfélgondozási Központ, 3512 Miskolc, or faxing +36 46/320-136. If the Customer wishes to make another order after his data have been deleted, he must register again.
- 4.4. Registered Customers may only make purchases and act in their own name, and for business organisations the natural persons entitled or authorised to that end may make purchases and act on behalf of the organisation. As regards the activity of a person acting without due entitlement or authorisation, the rules on impromptu agency of Act V of 2013 on the Civil Code will apply.

5. Orders

- 5.1. Placing an order with a basket containing one type or mixed types of product⁵ from the following list: tax forms, philatelic products, coins, coin sets, prepaid postal products, envelopes and packing boxes, Posta Paletta vouchers
- 5.1.1. The Customer can compile his order by placing the webshop products into a basket. The process of ordering can be started by clicking the “Basket” button next to the product. In order to buy more than one of the same product, the Customer can state the desired number of items next to the price of the product after placing the item in the basket.
- 5.1.2. Only items that are in stock in the webshop may be ordered. When stocks are very low, the item may become unavailable as the order is being made. In such cases Posta will immediately contact the Customer and inform him that the item is out of stock and suggest alternative purchase options.
- 5.1.3. By clicking on the “Basket” button the items already placed in the basket may be viewed, items in the basket can be removed or changed, and placing the order can be started using the “Order” button.
- 5.1.4. The Customer can remove items from the basket or change the number of items ordered at any stage of the ordering process.

⁴ Virtual basket, in which the Customer places the products he wishes to buy.

⁵ A basket with mixed items from different product groups.

5.2. Ordering stamp subscriptions

5.2.1. A stamp subscription cannot be ordered in the same basket together with items from other product groups. If the Customer wishes to order other types of product as well, a new order must be started and placed for that.

5.2.2. After selecting the product, the Customer must give the parameters of the product he wishes to subscribe for, which can be the following: stamp or stamp on a cover, unused or used.

5.2.3. Apart from this the frequency of delivery must be chosen. If the Customer chooses

5.2.3.1. annual delivery, the stamps will be delivered together at the end of the year in question:

5.2.3.2. six-monthly delivery, the stamps will be delivered twice a year (in July and December):

5.2.3.3. quarterly delivery, the stamps will be delivered four times a year (in April, July, October and December).

5.2.4. For Customers who order a stamp subscription, Posta guarantees that the number of items ordered will be delivered of the stamps to be issued during the year.

5.2.5. The fee for ordering the subscription is the selling price of the service ordered plus a service charge.

5.2.6. Only debit/credit cards may be chosen from the available payment methods.

5.3. Editing and ordering Your Own Stamp

5.3.1. The Customer may start an order for Your Own Stamps in the webshop by clicking the "Edit" button next to the Your Own Stamp products.

5.3.2. The process of editing and ordering Your Own Stamps consists of four main stages:

Stage 1 "Upload your photo": In stage 1 the Customer can select and upload the photograph he wishes to appear on the label of Your Own Stamp by clicking the "Select" button. After the photo has been uploaded, the next stage can be reached by clicking "Go to edit".

Stage 2 "Edit if required": In stage 2 the Customer can replace the chosen stamp sheet, if necessary, and set the desired detail of the uploaded photo for the label of the stamp with the help of the navigation buttons next to the sample picture or using the free hand editing option. To move on, click the "Go to check" button.

Stage 3 “Preview”: In stage 3 the Customer can view the entire sheet of the edited Your Own Stamps. At this stage the Customer can edit further sheets of Your Own Stamps and move on by clicking the “Basket” button.

Stage 4 The Customer can specify the desired quantity of Your Own Stamp sheets in the basket and move on to provide the personal details required to place the order.

5.3.3. If the contents of the basket are mixed, all the ordered products will appear in the basket.

5.4. -⁶

5.5. **Selecting the delivery and payment method**

5.5.1. The Customer must log in to order the products. The delivery and payment methods must be given on the page summarising the order. On this page the Customer has the option of adding notes to his order. After entering the necessary information, the order can be finalised and sent.

5.5.2. The Customer must choose one of the delivery/payment methods and accept the general terms and conditions for the product by ticking the box for this purpose in order to send the order.

5.5.3. Section 6 describes the methods of payment, and section 7 describes the delivery methods and deadlines.

5.6. **Order confirmation**

The Customer receives confirmation both by e-mail and on the web interface for every order placed. The order will be confirmed within a few minutes of the order being placed. The confirmation only verifies the placement of the order and not the fact that the goods can be dispatched and are available. If the requested quantity is not available, Posta will act as described in section 5.1.2. The confirmation contains the details of the order: the order number, the Customer’s particulars, the name, quantity and price of the product(s) ordered, the chosen delivery and payment methods, and the total price of the order.

6. Payment methods

6.1. “Delivery after payment” letters / parcels with payment for goods - except for stamp subscriptions (Online payment information: “cash on delivery”)

⁶ Expired on 1 March 2014.

6.1.1.The Customer has the additional option of choosing to pay for the price of the goods ordered using the "Delivery after payment" letter service or the special payment for goods service that can be requested with parcels when completing the order form, provided that delivery is within Hungary. When delivery is outside Hungary, payment can only be made online.

6.1.2.With the "Delivery after payment" letter service or the special payment for goods service that can be requested with parcels, the price of the ordered goods and the service charge must be paid on delivery.

6.2. Online payment

6.2.1.Payment online is not made on Posta's web site but on a site operated by OTP Bank Nyrt. in compliance with the rules and security regulations of international card companies.

6.2.2.During the transaction Posta has neither sight of nor access by any means to the details of the card and account behind it including its number or date of expiry.

6.2.3.The payment page will perform the payment transaction and communicate its result to the webshop, which advises the Customer of the result of the transaction.

6.2.4.In order to prevent the abuse of debit and credit cards, the Bank is entitled to modify or restrict the range of cards accepted while notifying the Acceptor retrospectively, if unauthorised/blocked card usage is perceived in large numbers on the virtual terminal operated by the Point of Acceptance.

7. **Delivery methods and deadline, delivery charge**

The amount of the currently valid service charge will be marked when the online order is placed.

7.1. Collection at a postal outlet (only with delivery within Hungary)

7.1.1.A postal outlet can also be chosen as the delivery location for ordered goods.

7.1.2.Any postal outlet may be chosen as the place of collection.

7.1.3.Posta informs the Customer by e-mail on the day the product has been forwarded to the postal outlet.

7.1.4.The product can be collected during the opening hours of the postal outlet chosen as the place of collection.

7.1.5. The Customer must collect the ordered goods within 10 working days following the item's arrival at the postal outlet.

7.2. Delivery to an address

7.2.1. The Customer may request the product to be posted to an address.

7.2.2. Posta will attempt delivery of the item containing the goods twice. If neither of the delivery attempts is successful, the Customer can collect the item at the postal outlet marked on the notification within 5 working days following the second delivery attempt.

7.3. Delivery deadline

7.3.1. Delivery is by post. The invoice will be sent together with the item to the given delivery address. The details given on registration will feature as the purchaser's details on the invoice. Ordered goods will be posted within 15 working days following the date of order for domestic deliveries and within 30 working days for deliveries abroad (except for Stamp subscriptions and Your Own Stamps).

7.3.2.⁷

7.3.3. The GTC for Your Own Stamps contain provisions for the delivery deadline for Your Own Stamps.

7.4. Delivery charge (HUF)

A delivery charge is applied per order for posting the products

The service charge is subject to 27% VAT.

	net	gross
Post office delivery within Hungary	470	600
Home delivery within Hungary	630	800
Non-priority outside Hungary	1,063	1,350
Priority outside Hungary	1,732	2,200
"Stamp subscription" delivery within Hungary, per delivery	220	280

"Tax forms" are delivered free of charge.

8. **Selling price, delivery, guarantee, cancellation**

8.1. Tax forms, philatelic products, your own stamps, coins, coin sets, prepaid postal products, envelopes and packing boxes, Posta Paletta vouchers

⁷ Expired on 1 March 2014.

- 8.1.1.** Customers who registered online can order products via the Internet against the payment of both the selling price of the product and the service charge.
- 8.1.2.** The price indicated next to the product in the webshop is the product's asking price, which includes VAT, if the product is subject to value added tax, but does not include the service charge, if applicable. The system automatically calculates a service charge of HUF 0 for product groups on which Posta makes no service charge. The asking price is valid at the given moment, and for products on special offer for the period of time advertised on the web page, and is only finalised when Posta sends confirmation after the order has been placed as described in section 5.6.
- 8.1.3.** For some products (e.g. Your Own Stamps) there is a discount over a certain quantity, which will be automatically deducted from the selling price for the given quantity by the system.
- 8.1.4.** If there is a price change, for orders placed before the change comes into effect the previous selling price (confirmed to the Customer) will be charged.
- 8.1.5.** **If the contents of the basket are mixed, the ordered goods will be invoiced and delivered separately for each product group (section 3).**
- 8.1.6.** After the order is forwarded, the Customer may cancel the contract without any obligation to state a reason
- 8.1.6.1.** within 14 working days of receiving the ordered product if the item ordered was a product,
 - 8.1.6.2.** and within 14 working days of the date of entering into a contract if the item ordered was a service.
- 8.1.7.** The Customer may indicate his intention to cancel the contract to Posta as follows:
- 8.1.7.1.** prior to receiving the ordered goods, informing Posta's Customer Care Centre of the cancellation of the order in writing (by post, fax or e-mail) or verbally (by phone),
 - 8.1.7.2.** by refusing to accept the ordered product at the time of its delivery,
 - 8.1.7.3.** by informing Posta's Customer Care Centre in writing (by post, fax or e-mail) or verbally (by phone) before the 24th hour of the 14th working day following the day the product was received (or the date of entering into a contract in the case of a contract to provide a service), and posting the ordered product together with the invoice to Posta within 14 working days following receipt of the product. The Customer must pay the cost of returning the product.

8.1.8. If the price of the returned product has been paid by the Customer, Posta will refund the amount to the Customer within 30 days following the date of cancellation at the latest.

8.1.9. With Your Own Stamp orders there is no cancellation option as this is a custom product.

8.1.10. The Customer may make comments and complaints concerning the order or the invoice by contacting Posta's Customer Care Centre by the means given in section I (Company data).

8.1.11. Special rules for products sold under the Electronic Commerce Service and general terms and conditions affecting specific products provide for:

8.1.11.1. the delivery charge: (Philately GTC)

8.1.11.2. potential discounts: (Philately GTC)

8.1.11.3. other special terms and conditions: (Philately GTC; special rules for ordering tax forms electronically: Annex 1)

8.2. -⁸

9. Exclusion of liability

9.1. In the case of making purchases through the webshop it is assumed that the Customer is aware and accepts the possibilities and restrictions offered by the Internet. The user or the Customer notes that he himself must assess the potential risks related to browsing and purchasing, and he himself must ensure the safe use of his computer and the protection of the data stored on it. Posta is not liable for damage caused by force majeure or other events beyond its control including, but not restricted to damage arising from or caused by:

- a). the use of the web site or the interruption of service,
- b). changes to data by any person,
- c). a delay in forwarding information,
- d). viruses,
- e). a software fault or an error in the Internet network, or other technical defect,
- f). a fault in the line or system.

⁸ Expired on 1 March 2014.

9.2. At the www.posta.hu web site there are possibilities to access other web sites through links. By navigating to these, the user can access pages maintained by other service providers where Posta has no influence over the handling of personal data, and Posta bears no liability whatsoever for the information and data published on the related web sites.

10. Data protection

10.1. Visitors and Customers must give their personal particulars during registration, which are necessary to perform the services ordered (compulsory details: password, name, e-mail address, phone number, delivery and invoicing address). Supplying these particulars is voluntary. Posta will only use the given details for the performance of orders and arrangement of purchases. If Posta intends to use the personal details for a different purpose, it will clearly advise the Customer of this and will request the Customers' prior express consent to do this as well as providing a possibility for the Customer to prohibit the use of the data. Posta will handle the personal details until the registration is cancelled or for the mandatory period prescribed by law.

10.2. Taking its own data protection guidelines into account, Posta undertakes to handle and store Customers' data given in the course of registration to the degree necessary for the performance of the contract and for the subsequent verification of the conditions of the contract, and observing Act CVIII of 2001 on certain aspects of electronic commerce and information society services. Posta shall not disclose the particulars of registered persons and Customers to third parties, and shall act in accordance with Act CXII of 2011 on informational self-determination and freedom of information in handling such data.

10.3. Posta will not apply sanctions against a user who refuses to supply non-compulsory data.

10.4. Registered Customers may protest against the unlawful management of data. Registered Customers may request their data to be deleted or blocked, and may turn to the courts or to the president of the Hungarian National Authority for Data Protection and Freedom of Information for legal remedy.

11. Copyright

The content of the web site in whole or in part may only be used, printed, reproduced, published, disseminated, stored, transferred or used in any way for public or commercial purposes beyond the scope and purposes of fair personal use with Posta's prior written permission.

12. Validity

12.1. In matters not regulated by the present GTC, the provisions laid down in the special rules for products sold under the Electronic Commerce Service and the general terms and conditions affecting the specific product shall govern.

Annex 1

Special rules for ordering tax forms electronically

Posta sells tax forms, which are available commercially and are required by the National Tax and Customs Administration.

Retailers and private customers can still obtain these forms from the wholesalers or other traders, but can also acquire them through Magyar Posta electronically on the following conditions.

The electronic order can be made pursuant to section 5 of the GTC.

When placing an order, the following must be noted:

- The prices given include VAT.
- The minimum amount that can be ordered is 1 set of forms.

Posta provides no information to Customers about the type of form to be used by them, and thus accepts no liability for damage arising from the use of an inappropriate form. As regards tax forms to be used and submission deadlines, the effective legislation is authoritative. Information about this is given on the **National Tax and Customs Administration's web site** (<http://nav.gov.hu>).

Annex 2

Special rules for Posta Paletta vouchers

Apart from the delivery costs, the price of Posta Paletta vouchers is comprised of the following:

- 1) Nominal value (the amount marked on the voucher) - not subject to VAT
- 2) Administrative cost (which includes the price of the base material as well as production and technical costs) + VAT

The vouchers cannot be purchased for their nominal value without the administrative cost. When making the purchase, the vouchers must be selected, and the administrative cost will appear as a separate item when the voucher is placed in the basket.