

## Terms of Usage

Purchases made through our website do not require a registration.

Please take care to provide your information precisely, since this information will be used for the billing and delivery of the product.

Should you have any questions or issues, please address them to our customer service through the [hello@beckandrea.com](mailto:hello@beckandrea.com) email address!

The present general terms and conditions pertain to the accessible services which may be ordered through the [www.beckandrea.com](http://www.beckandrea.com) website (hereinafter as website) of Beck Mérnöki Menedzsment Ltd.

Technical information not covered by the General Terms and Conditions below is provided through other information available through the website.

## General Terms and Conditions

### I. Introduction

Dear Customer,

The present General Terms and Conditions (hereinafter as GTC) contains the rights and obligations of Beck Mérnöki Menedzsment Ltd. (company seat: 8200 Veszprém, Jutasi út 21, hereinafter as Seller) and the Client (hereinafter as Buyer) who benefits from electronic commercial services (hereinafter the Buyer and Seller collectively referred to as Contracting Parties). Should you wish to become a customer and active user of the site operated by Beck Mérnöki Menedzsment Ltd (hereinafter as Website), we respectfully request you carefully review the present General Terms and Conditions and only make use of our services if you agree with the entirety of said Conditions and recognize their bounding nature. This is of special importance, since by utilizing the services provided by the Website, the User consents to have to read and understood and General Terms and Conditions and the data handling principles enclosed in and acknowledges all items included in said Conditions.

Should you have any questions or observations concerning the operation, orders, payments or deliveries related to our Website, or if you provided the wrong information for an order or other data, our customer service will readily assist you through our available contact information.

### II. The purpose of the GTC

The present General Terms and Conditions was issued by our company with the intention of regulating the conditions of the usage of the Website and its services in a manner which satisfies the Contracting Parties and which covers their rights, obligations and all other significant circumstances related to the operation of the Website.

### III. General and corporate information

Company name: Beck Mérnöki Menedzsment Ltd.  
Registered seat: 8200 Veszprém, Jutasi út 21.

Court register number: 19 09 515718  
Court of registration: Municipal Court of Veszprém, acting as Court of Registration  
Tax number: 24123150-2-19  
Email: [hello@beckandrea.com](mailto:hello@beckandrea.com)  
Web: [www.beckandrea.com](http://www.beckandrea.com)  
Point of contact: Beck Andrea  
NACE classification: 4761'08: Book retail | 5811'08: Book publishing

#### **IV. The scope of the GTC**

1. The present GTC enters into effect upon the date of its usage and remains in effect indefinitely.
2. The scope of the present GTC extends to all electronic retail services provided within the European Union, which takes place through the Website operated by Beck Mérnöki Menedzsment Ltd. located at the [www.beckandrea.com](http://www.beckandrea.com) web address.
3. Purchases may be made by all natural persons, legal entities and economic operators without a legal entity, insofar as they recognize the bounding nature of the contents of the present General Terms and Conditions: the Buyer's acceptance of the GTC is a precondition for utilizing the services provided by the Website.
4. Seller reserves the right to unilaterally modify the General Terms and Conditions at any time, wholly or partially. Said modification has no impact on existing contracts (any given purchase is governed by the GTC prevailing at the time of contracting). The modified GTC will enter into effect upon its issuing and will remain in effect until the Seller provides the services of the Website. The issuing of the GTC takes place when it becomes accessible online through the Website.

#### **V. Orders**

1. Purchases may be initiated by clicking on the "Purchase the e-book" button on the main page.
2. This page offers the opportunity of selecting the file type (compatible with the Buyer's e-book reader) and language of the e-book, as well as the information for delivery and billing (address, city, postal code, email, telephone number). Comments may also be added for orders.
3. In order to continue, the purchase requires the acceptance of the Terms of usage and clicking on the "Send" button.
4. Buyer will subsequently be redirected to the (English language) payment page, where the credit card number, card holder's name, date of expiry and CVC code must be provided in order to continue the purchase.
6. The order may be concluded by clicking on the "Confirm" (confirmation) button, upon which time the system receives the information and dispatches an (English language) automatic confirmation to the provided email address on the successful completion of the order.

The system automatically offers the above-listed, consecutive technical steps to the Buyer.

The process may be interrupted by the Buyer at any time prior to placing the order.

Upon placing the order, Seller draws up an invoice through the szamlazz.hu online invoicing program before dispatching the electronic invoice to the email address provided by the Buyer.

7. Buyer may make inquiries in relation to the order addressed to any of the Seller's contacts by providing the data included in the confirmation.

8. Subsequent to the successful payment, Seller sends the unique download link to the previously provided email address, after which the ordered e-book remains available for 15 days subsequent to the purchase by clicking on the link. (By clicking on the link, Buyer will be redirected to the download page, where the download may be initiated by clicking on the "Download the e-book" button.)

9. The download may be completed on 3 occasions within the above-mentioned time limit.

10. The english language contract thus formulated between the Contracting Parties constitutes a written contract between the parties. The contract is filed and stored for 5 (five) years by the Seller, which can thus be accessed until the expiry of this period.

11. The contract contains no references to a code of conduct.

12. Orders are only accepted by the Seller insofar as the Buyer fully completes all necessary fields for the order. Seller assumes no responsibility for damages due to mistakenly provided information.

13. The time of fulfillment is considered to be the time when Buyer forwards the order to the Seller through the Website.

14. The time of entering into contract is considered to be the time when Seller dispatches a confirmation of the order.

15. The time of fulfillment is considered to be the time when the Buyer utilizes the link provided by the Seller via email mail (commencement of download).

16. Upon the dispatching of the order, Buyer expressly acknowledges the bounding nature of the present General Terms and Conditions.

17. The order constitutes an electronically concluded contract in accordance with Act V of 2013 on the Civil Code and Act CVIII of 2001 on certain aspects of electronic commerce and information society services. The contract is subject to Government decree no. 45/2014 on the detailed rules of contracts between consumers and businesses and seeks to adhere to the principles of directive 2011/83/EU of the European Commission.

## **VI. Fulfillment conditions**

1. The e-book purchase is carried out through the Simple payment system, the use of which involves a credit card payment.

2. In the "Message" field of the order data sheet, the Buyer may make requests concerning the fulfillment of the order, which Seller is required to comply with until reasonably possible.

3. Insofar as the fulfillment of the subscription faces an obstacle of any nature, Seller is required to immediately contact the Buyer via email or telephone in order to discuss any additional tasks.

## **VII. Payment conditions**

1. The e-book subscription fee is 5 EUR (€5), a gross price containing Value Added Tax (VAT).
2. The e-book purchase is made via credit card payment through the Simple payment system.
3. Subsequent to the confirmation of the order, Buyer will be redirected to the (English language) Simple payment system page, where the payment can be confirmed after completing the necessary fields (card number, date of expiry, card holder's name, CVC code). Once the Buyer settles the balance through the Simple system, Buyer immediately receives a confirmation of the payment and sends the download link to the email address provided by the Buyer upon placing the order.
4. Through the Simple payment system the Buyer can safely provide his or her credit card number and expiry date since Beck Mérnöki Menedzsment Ltd. cannot access this credit card information. For detailed information on online credit card payments and accepted credit cards, please refer to the payment interface ([www.simple.hu](http://www.simple.hu)).
5. Invoices are drawn up through the számlázz.hu online invoicing program, which dispatches the invoice in .pdf format to the provided email address subsequent to the successful payment. Furthermore, the email contains a button for downloading the invoice and once the Buyer clicks on said button, they will be redirected to their client account at számlázz.hu, from which the invoice can be accessed at any time within the obligatory storage period.

### **VIII. E-book usage rights**

1. Based upon the contract entered between Buyer and Seller, after settling the fee of the purchased e-book, Buyer has the right to:
  - a) download the data files of the e-book and store them on an IT or data storage device.
  - b) open, display and read the downloaded and stored data files for an unlimited period of time and location through the use of the software for said purpose on the Buyer's own IT device for the Buyer's own usage.
  - c) to copy the downloaded and stored data files solely for the purpose of personal usage outlined in item b) above from the original to a separate data storage device.
2. Buyer may only benefit from the rights of usage outlined in item VIII/1 for his or her own personal usage and said application of rights cannot result directly or indirectly in any material benefits. Buyer may not bestow the rights of usage upon any third party.
3. Seller reserves all additional rights above and beyond the rights expressly bestowed upon the Buyer as outlined in the present GTC in relation to the usage of digital books.
4. Buyer must refrain from all forms of conduct and usage which are not expressly allowed by the present GTC. In the case of any infringement of said stipulation, Buyer must reimburse the Seller for all damages stemming from the Buyer's said infringement.

### **IX. Withdrawal from internet-based purchases (cancellation)**

1. Based upon the provisions of Government decree no. 45/2014. (II. 26.) on the detailed rules of contracts between consumers and businesses, the Buyer may withdraw without any explanation from the purchase within 14 days of the receipt of the email containing the download link. However,

the Buyer may only exercise said right of withdrawal/cancellation prior to the downloading of the e-book.

2. The Buyer acknowledges and accepts the forfeiture of his or her right to withdrawal/cancellation subsequent to downloading The Secret Fairy e-book.

3. The Seller considers all instances of the Buyer pushing the download ("E-book download") button, regardless of whether or not the products were subsequently saved or deleted, as a download.

4. The Buyer may exercise his or her right to withdrawal/cancellation

- a) with the use of the statement-form; or
- b) by making a clear statement to this end.

5. The right to withdrawal/cancellation is to be considered valid within the given deadline if the Buyer sends the statement prior to the withdrawal deadline. The above provisions pertaining to the deadline of withdrawal/cancellation have no effect on the Buyer's right to practice the right of withdrawal/cancellation between the period of entering into contract and the email's day of receipt. Withdrawal within the deadline results in the termination of the contract between the parties, based upon which the paid fee must be returned to the other party.

6. Should you have any questions concerning exercising your right to withdrawal, please contact the Seller via email ([hello@beckandrea.com](mailto:hello@beckandrea.com)).

7. Throughout the exercising of the right of withdrawal, the customer is expected to act in good faith, decency and reasonable conduct and is required to exercise his or her right according to its purpose. Practicing the right to withdrawal cannot entail any misuse of rights.

## **X. Guarantee of hidden defects, liability**

1. Seller assumes responsibility and ensures that the format of the accessible e-book complies to the format designated in the contract created by the Buyer's order and that the downloadable file is intact, unimpaired and can be opened and read with the appropriate software and can be used in a manner determined by the present GTC.

2. Seller assumes no responsibility for the errors of software provided to the Buyer by a third party or for damages caused by such errors by the software the Buyer uses to read, open and use the data files downloaded by the Buyer which contain digital books.

3. Seller assumes no responsibility for damages caused by the inappropriate functioning of IT and network transfer devices which were not operated by the Seller or for any damages caused in this manner to the downloadable data files.

4. Seller will take all necessary and reasonable IT measures in order to ensure the data files accessible and downloadable through the Website do not contain any unsolicited, unknown and harmful software (i.e. viruses), which could damage the Buyer's IT devices or impair their function.

5. Seller assumes responsibility that the e-book downloaded through the dispatched links is identical to the one stipulated in the contract concluded through the Buyer's order.

6. Purchases made through the Website assume the Buyer's knowledge of the technical limitations of the Internet and the acknowledgement of the possible mistakes stemming from its nature. The failure of the receipt of email-based confirmations may stem from mistakenly provided email

addresses or the possible saturation of the storage space tied to the email account in question.

Using the service requires allowing for the use of so-called "cookies". Should the Buyer wish to prohibit the use of "cookies", he or she may block cookies through the browser settings. However, when blocking "cookies", the use of certain parts of the service will be hindered or become unavailable. /Cookies are files which the server sends to the user's browser and which are stored on the user's computer. Cookies contain no personal information./

You may access our Cookie policy [here](#).

7. Seller assumes no responsibility for damages incurred due to accessing [www.beckandrea.com](http://www.beckandrea.com). It is the Buyer's responsibility to decide how to protect the data on their computer from possible intrusions or data fishing attempts.

8. Seller assumes no responsibility for damage due to force majeure. Force majeure is considered to include errors in the internet network system which prevent the unimpeded functioning of molnarfoto.hu and the purchases made through said website, as well as the loss of data sent and received through the internet.

## **XI. Data protection**

You may access our Privacy Statement [here](#).

## **XII. Information, claims and complaint management**

1. Buyer may approach Seller with his or her questions and complaints related to the Website's operation at:

a) mail address: 8200 Veszprém, Jutasi út 21.

b) email: [hello@beckandrea.com](mailto:hello@beckandrea.com)

2. Insofar as Buyer disagrees with the handling of the complaint or Seller is unable to immediately investigate the issue at hand, Seller shall make a record of the complaint without delay as well as their standpoint on the complaint in question. Seller will forward a copy of the record to the Buyer attached to the substantive response in accordance with the practice of rules on liability and guarantee of hidden defects at the latest.

3. Contracting Parties will take a reasonable amount of effort to peacefully resolve all disputes through negotiations. Should the Buyer fail to directly remedy issues with the Seller related to the quality of services and the conclusion and fulfillment of the contract between the parties, he or she may turn to a reconciliation body to seek for a peaceful resolution of the matter at hand. In the case of inter-state legal disputes, Buyer may visit <http://ec.europa.eu/odr> , the Online Dispute Resolution.

4. Should Seller have questions in relation to the procedure, he or she may also turn to the Reconciliation Body of Budapest as a point of contact for online resolutions:

Mail address: 1253 Budapest, Pf.: 10

Email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Fax: +36 1 488 21 86

Telephone: +36 1 488 21 31

5. Insofar as Beck Mérnöki Menedzsment Ltd. violated the legal measures for consumers (including, yet not limited to failure to respond in a substantive and timely manner to complaints made in writing or person, misleading the consumer or the possible violation of other consumer

protection-related laws) in the process of the handling of complaints, the consumer may turn to the regionally competent body of the Hungarian Authority for Consumer Protection (HACP). The regional bodies of the HACP are the Consumer Protection Inspectorates of the county governmental offices, which are located at all county seats: [www.nfh.hu/teruleti](http://www.nfh.hu/teruleti)

6. Any matter not regulated by the present General Terms and Conditions shall be governed by the provisions of the "Hungarian Civil Code" (PTK), the regulations of Governmental decree no. 45/2014. (II.26.) on contracts between consumers and businesses, Act CVIII of 2001 on certain issues of electronic commerce activities and information society services, and Act CLV of 1997.

### **XIII. Significant concepts**

**Sales contract:** a sales contract according to the Civil Code, as well as all other contracts subject to goods and services.

**Service contract:** all forms of contracts other than a sales contract, according to which the business provides the consumer with or undertakes the provision of a service, for which the consumer pays or undertakes to pay a service fee.

**Reconciliation body:** an organization of a lasting nature created to resolve consumer disputes through an alternative dispute settling procedure, which has been registered by a body (or person) designated by law.

**Online sales or online services contract:** a sales or services contract according to which the business or its intermediary offers goods for sale or the utilization of services through a website or other electronic devices and the consumer orders said goods or services through the website or electronic device in question.

**Consumer dispute:** a matter of dispute related to a sales or services contract concluded between the consumer and the business or the fulfillment of said contract or, in lack thereof, all matter of disputes related to the quality and safety of a product, the application of product liability rules and the quality of services.

**Domestic consumer dispute:** a matter of dispute arising from a sales or services contract in which the consumer has a place or permit of residence within Hungary at the time of the purchase of the goods or services and the business has a company seat, premises and branches in Hungary.

**Inter-state consumer dispute:** a matter of dispute arising from a sales or services contract in which the consumer's place or permit of residence is within Hungary and the business' company seat, premises and branches are located in a European Union member state other than Hungary, or the consumer's place or permit of residence is within a European Union member state other than Hungary and the business' company seat is located in Hungary.

### **LEGAL STATEMENT**

We hereby inform you that the data, documents, information, images, diagrams, texts, graphics and the design of the image appearing on your screen are under copyright law in accordance with the provisions of Act LXXVI of 1999 on copyright and Act V of 2013 on the Civil Code.

By placing an order, the Buyer accepts the present General Terms and Conditions.

Date: Veszprém, 1 September, 2016

Thank you for honoring us with your trust!