

## **Processing of personal data**

The data controller for the surferhungary website:

Registry code: 51371302

Address: H-1142 Budapest, Tengersizem u.6.

Telephone: +36-20-238-5306

e-mail: pazmany.peter@upcmail.hu (hereinafter **the vendor**).

## **What personal data are processed**

- name;
- contact information such as a telephone number and an e-mail address;
- payer's address and delivery address;
- bank account number;
- costs of goods and services and data related to payments (purchase history);
- client support details;
- other information related to client surveys and/or offers.

## **For what purpose personal data are processed**

Personal data are processed for the purposes of the performance of the contract concluded with the client. Personal data are processed for the performance of legal obligations (for example, accounting and the resolution of consumer disputes).

Personal data are used for managing the client's orders and delivering the goods.

Purchase history data (purchase date, goods, quantity, client data) are used for preparing an overview of goods and services purchased and for analysing client preferences.

The bank account number is used to refund payments to the client.

Personal data such as e-mail address, telephone number and client name are processed in order to resolve any issues related to the provision of goods or services (client support).

The IP address or other online identifiers of the user of the website are processed for the provision of the website as an information society service and for the compilation of Internet use statistics.

## **Transmission of personal data to authorised processors**

The vendor keeps secret the client's personal data that have become known to it in the course of the business interaction and use of the user account and publishes them to third parties only with the client's consent, except where the obligation or entitlement to publish the data results from legislation. The user of the website accepts that, in order to provide the client with suitable services, the vendor is entitled to process their data, including the transmission of the client's data to parties related to the provision of a service for the client by the vendor. List of authorised processors:

Google – <https://policies.google.com/privacy#infocollect> Personal data(IP, Browser, operation system and other network identificatory information) is collected for statistics and analyzing, in order to make the user experience and technical solution better.

Paypal – Personal data is sent by the client to the selected payment solution for the collection of required transaction history.

## **Security and access to data**

Personal data are stored on the servers of Webnode AG (Gartenstrasse 3, 6304 Zug Switzerland) located within the territory of a Member State of the European Union or of a country that has acceded to the European Economic Area. Data may be transmitted to countries where the European Commission has estimated the level of data protection to be sufficient or to companies in the United States that have signed up for the Privacy Shield framework.

The website takes appropriate physical, organisational and information technology security measures in order to protect personal data against accidental or unlawful destruction, loss, modification or unauthorised access or disclosure.

Transmission of personal data to the authorised processors of the website – personal data are processed under the contract concluded between the website and the authorised processor. The authorised processors are required to ensure appropriate safeguards during the processing of personal data.

## **Revocation of consent**

If personal data are processed based on the client's consent, the client is entitled to revoke their consent via the website account management.

## **Retention**

When an unsuccessful business transaction is closed with the vendor, any personal data are deleted.

If a purchase has been made in the website in the capacity of a the individual purchase history will be retained for three years.

In the event of disputes related to payments or consumer disputes, personal data are retained until the settlement of the claim or until the expiry of the limitation period (three years).

Personal data needed for accounting are retained for seven years.

## **Deletion**

Personal data recorded by the vendor may be deleted via the website account management.

You can submit an e-mail query about the deletion of other personal data. A request for the deletion of data is answered not later than within a month, and the period for the deletion of the data is clarified if necessary.

## **Direct marketing messages**

An e-mail address or a telephone number is used for the transmission of direct marketing messages if the client has provided the relevant consent. If the client does not wish to receive direct marketing messages, the relevant link has to be selected in the e-mail header or client support has to be contacted.

If personal data are processed for the purposes of direct marketing (profiling), the client is entitled to submit objections in relation to the initial or subsequent processing of their personal data, including the preparation of a profile analysis related to direct marketing, at any time by notifying client support thereof via e-mail.

## **Resolution of disputes**

Disputes related to the processing of personal data are resolved through client support (pazmany.peter@upcmail.hu ). The supervisory authority is Hungarian National Authority for Data Protection and Freedom of Information (www.naih.hu)

## TERMS & CONDITIONS

### Rights and obligations of a consumer

**Pursuant to the Consumer Protection Act, you as a consumer have the right to:**

- Demand and obtain products and services, which meet the requirements, are harmless to your life, health and property, and are not prohibited from being owned or used;
- Obtain necessary and truthful information on the products and services offered, in order to make an informed choice, and timely information on any risks relating to the products or services;
- Obtain information on consumer law and other issues relating to consumption;
- Obtain advice and assistance if your rights are violated;
- Demand compensation for any patrimonial or non-patrimonial damage caused to you;
- Request that your interests are taken into account and that you are represented through consumers' associations and federations in the decision-making process on consumer policy issues.

Several laws and regulations have been adopted to guarantee these rights.

**If you have used a product or service in an abnormal manner** due to the fact that the trader or service provider has not provided you with truthful, or any, information on the product or service, the seller has to compensate you for the damage caused. If a product develops a defect despite correct use and maintenance or you experience problems with a purchased service, you should immediately contact the relevant trader or service provider to find a solution.

**In order to facilitate the solution of potential problems, you should keep all proofs of purchase of the product** (receipt etc.), which certify that you made the purchase in a particular website.

**Remember that as a consumer you also have obligations in addition to rights.**

- Familiarise yourself with a product before first use. Always carefully read the instruction manual of a product.
- If a product is damaged or broken because of your negligence and failure to follow the instructions, the seller and manufacturer bear no liability and you have no right, for instance, to claim elimination of defects free of charge.

### Contracts and withdrawal from a contract

A consumer contract is a transaction between a consumer and a trader / service provider, which establishes rights and obligations for both the consumer and the trader / service provider.

Your rights as a consumer, especially the right of withdrawal, depend on the manner of entry into the contract: online, by telephone, at a company's office, post office, during an event, in a shopping centre or with a door-to-door salesman.

- If you enter into a contract via means of distance communication (by internet), you have the right to withdraw within 14 days as of the day you received the goods, without disclosing the reason of withdrawal to the seller.
- If you enter into a contract at a company's office, you do not have the right to withdraw within 14 days.

## Returning a defective product

If you have used a purchased product in a regular manner and have maintained it as instructed, but it still develops a defect, which can be associated with faulty manufacturing, you have the right to submit a complaint to the trader within two years from the purchase. To submit a complaint, find the purchase receipt, contract or another proof of purchase and immediately contact the trader. Make sure to do this within two months after discovering the defect.

Stop using the defective product to prevent exacerbation of the problem.

**In case of a defective product, you have the right to demand from the seller** repair or replacement of the product free of charge. The choice between repair and replacement is subject to an agreement between the parties but, as a rule, the seller decides whether to replace or repair a defective product.

You can demand lowering of the price or termination of the contract and refund of the product price if:

- the seller is unable to repair or replace the product; or
- repair or replacement of the product fails; or
- the seller does not eliminate the product defect within reasonable time; or
- you have been subjected to unjustified inconveniences.

If the seller has reasons to suspect that the product defect was not caused by faulty manufacturing or that the defect was caused by you, the causes of the fault will be determined by experts. The responsibility for establishing the causes of defect rests with the seller within the first six months after purchase; during the subsequent period, the organisation of assessment is subject to an agreement between you and the seller.