



**ELECTRONICALLY ORDERED POSTCARD (EPOSTCARD) SERVICE  
GENERAL TERMS AND CONDITIONS**

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## 1. GENERAL DATA, CONTACT DETAILS

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### 1.1. Service Provider's name and address:

Name: Magyar Posta Zártkörűen Működő Részvénytársaság  
Registered office: 1138 Budapest, Dunavirág utca 2-6.  
Postal address: 1540 Budapest  
Trade register number: 01-10-042463  
Tax number: 10901232-2-44

### 1.2. Contact details of the central customer service

	Customer Service for private customers
Customer service in person	1062 Budapest, Teréz körút 51-53.
Postal address	3512 Miskolc
Telephone number	06-1-767-8282
Fax number	06-46-320-136
E-mail	<a href="mailto:ugyfelszolgalat@posta.hu">ugyfelszolgalat@posta.hu</a>
Hours for customer service by phone	Monday to Wednesday and Friday 8 am to 5 pm, Thursday 8 am to 8 pm
Hours for customer service in person	Monday 7 a.m. to 7 p.m., Tuesday to Friday 8 a.m. to 4 p.m

1) For other Customer Service contact details, see the page [CUSTOMER SERVICE](#).

### 1.3. Online contact details: [WWW.POSTA.HU](http://WWW.POSTA.HU)

### 1.4. Access to the General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "GTC") can only be accessed electronically.

## 2. INTRODUCTORY PROVISIONS

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1) Magyar Posta Zrt. (hereinafter referred to as "Magyar Posta") makes available an application that can be downloaded to a mobile phone for the use of the electronically ordered postcard service (hereinafter referred to as "ePostcard service") and provides the use of the ePostcard service according to these GTC.

1/A) In these GTC, the term application covers the application's structure and execution; the texts, images, photographs, illustrations, compilations and graphic materials appearing in it; the broadcasts, advertising copies, databases and proprietary information related to the application, all elements of the application that are copyright or protected by other rights (including source and object codes), and all other material associated with Magyar Posta, in

particular all trademarks, protected services, company name, logos, domain names, patents and all intellectual products which are in Magyar Posta's possession and enjoy copyright or proprietary protection.

2) As part of the ePostcard service, Magyar Posta provides templates for making and compiling postcards using the User's own individual photographs selected by the User, as well as selecting and editing thematic postcards which contain text and subsequently the dispatch of the said postcards in a printed form to the addressee.

3) The ePostcard service includes

- a) making and compiling ePostcards from the User's own photographs as well as an option to place orders through the use of an application operated by Magyar Posta under the name of *Sender* (hereinafter referred to as "application") and
- b) producing a colour print of the ePostcard,
- c) preparing the ePostcard for dispatch as a priority letter-mail item as well as marking the franking indicia and accepting the ePostcard for postal handling and
- d) the performance of the postal service (ePostcard delivery).

4) These GTC determine the conditions for using the ePostcard service. However, the performance of the postal services comprising the ePostcard service shall be governed by the provisions of the [POSTAL SERVICES GTC](#) (hereinafter referred to as "PS GTC").

5) Any matters not covered in these GTC and PS GTC shall be governed by Hungarian law, in particular the provisions of Act V of 2013 on the Hungarian Civil Code (hereinafter referred to as "CvC"), Act CVIII of 2001 on certain issues of electronic commerce activities and information society services (hereinafter referred to as "Electronic Commerce Act"), Government Decree no. 45/2014 of 26 February 2014 on the detailed rules of contracts concluded between consumers<sup>1</sup> and businesses (hereinafter referred to as "Decree"), Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "General Data Protection Regulation"), Act CLIX of 2012 on postal services (hereinafter referred to as "Post Act"), as well as Government Decree no. 335/2012 of 4 December 2012 on the detailed rules for the provision of postal services and postal service related to official documents, and on the general terms and conditions of postal service providers, and items excluded from postal services or items that may only be carried upon certain conditions (hereinafter referred to as "Postal Decree").

6) According to the conditions determined by these GTC, the contract enters into effect without any written statement by Magyar Posta's confirmation of ordering the edited and compiled ePostcard created through the application available in Hungarian and English languages in accordance with sub-point c) of paragraph 4) of point 3 for the fixed duration of the

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<sup>1</sup>According to point (1) 3 of section 8:1 of the CvC, consumers are natural persons acting beyond the scope of their profession, individual occupation or business activity.

performance of the undertaken services. The contract thus formulated will not be recorded separately and does not constitute a written agreement, yet can be traced at a later date by the order number. Non-confirmed orders form no liabilities for Magyar Posta who will take measures with no delay for the re-transfer of any previously possibly fulfilled payments.

7) Magyar Posta will make the current provisions available within the application, as well as through its website (Miscellaneous General Terms and Conditions).

8) Magyar Posta is entitled to unilaterally amend these General Terms and Conditions 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. Magyar Posta will publish any changes to the GTC at least 8 days prior to the changes entering into effect. Notices on said changes will be published through its website on the General Terms and Conditions page.

9) -<sup>2</sup>

10) Magyar Posta gives prior notification of amendments to the GTC in the application as well. The first time the application is used after an amendment to the GTC enters into force, the User must explicitly accept the GTC incorporating the amendments before placing a new order.

### 3. CONDITIONS FOR USE OF THE SERVICE

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1) The ePostcard service may be used by natural persons having capacity to act who are aged 16 or over (hereinafter referred to as "User").

2) Only downloading the application and no preliminary registration is required in order to use the ePostcard service.

3) The User

- a) may use the ePostcard service through an application previously downloaded to a mobile phone;
- b) before initiating download or dispatching an order, must check the "I ACCEPT" button, thus explicitly stating that he or she is aware of and accepts the contents of the GTC and the conditions on data processing, and undertakes to uphold the said provisions;
- c) may make and compile the ePostcard using the application from the image chosen by the User, providing the address data of the addressee(s) and designating the desired number of pieces (thus the number of ordered ePostcards are placed in the User's virtual cart);
- d) subsequently, will provide his or her name, address and e-mail address in order to draw up the invoice;
- e) will provide all information necessary for the order in full;
- f) will indicate separately whether or not he or she requests the ePostcard to be delivered in an envelope;

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<sup>2</sup> The former provisions of this paragraph will be given in point 9 after the amendment enters into force (25 May 2018).

- g) may correct any errors of data input, delete items from the basket or change the number of items ordered during the ordering process;
- h) will provide bank card details subsequent to finalizing the order in order to settle the equivalent sum of the ePostcard service - including the value added tax (VAT) as set by the prevailing laws - through a vPOS payment arrangement, solely by using online vPOS payment;
- i) by accepting these GTC, will agree to the electronic issuing/acceptance of the invoice in accordance with sub-point h) of paragraph 4);
- j) will acknowledge and accept that any possible risks related to the order will fall on the User and that he or she must provide for the safe usage of the mobile phone and the protection of the data stored on the said devices.

#### 4) Magyar Posta

- a) in order to provide for the use of the ePostcard service, will operate mobile phone applications which adhere to the system requirements of all devices running on
    - aa) Android: minimum version 4.4;
    - ab) iOS: minimum version 10.0;
    - ac) Huawei AppGalleryin order to allow for the placement of orders;
  - b) will accept orders insofar as all information required for said orders are provided in full - by the User - and the fees for the ePostcard service are rendered in full;
  - c) in the case of successfully placed orders, will confirm said orders - in accordance with the obligation to provide information as required by the Decree - in writing within 48 hours to the e-mail address provided upon placing the order (should the User fail to receive said confirmation, the User will be released from the contractual obligations or those of the offer);
  - d) will provide the User with an opportunity to review the items ordered and the order number in the feedback provided;
  - e) will take measures for the printing production of the ordered ePostcards - including their addressing - as a double-sided colour print with a cut size of 110 x 148 mm, within 5 workdays of their confirmation at the latest;
  - f) depending on the instruction of the User, will place the printed ePostcards in standard C6 envelopes and address them;
  - g) will deliver the printed ePostcards according to the conditions of the PS GTC for letter-mail items posted as priority;
  - h) will issue an electronic invoice to the User to the name and address provided upon the placement of the order within 15 days of the order;
  - i) will ensure the option of using data recorded and saved in the User's mobile phone in the course of previous orders for new orders without separate data input until the application is deleted.
- 5) There may be a difference between the gross amount payable which is indicated in the confirmation and the amount in the issued invoice due to the rounding of the net amount of the invoice.

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#### 4. FEES FOR THE EPOSTCARD SERVICE (HUF)

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The ePostcard service falls under the 27% VAT bracket.

	net	gross
ePostcard addressed to Hungary	708	899
ePostcard addressed to European countries <sup>3</sup>	968	1 229
ePostcard addressed to other countries	1 225	1 556

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#### 5. ONLINE PAYMENT

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1) Payment online is not made on Magyar Posta's website but on the Simple Pay page of OTP Mobil Kft. arranging the payment transaction (hereinafter referred to as the "Bank") in compliance with the rules and security regulations laid down by the Bank. Information on data protection concerning strong customer authentication and transaction risk analysis related to bank card payment is given on the page PRIVACY NOTICE.

2) During the transaction Magyar Posta has neither sight of nor access by any means to the details of the credit or debit card including its number or date of expiry and of the bank account behind it. These data are not processed by Magyar Posta, and the sole data processor of such data is the Bank arranging the payment transaction.

3) After the Bank executes the payment transaction, the User will be informed of the result of the transaction.

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 Magyar Posta retrospectively if unauthorised/blocked card usage is perceived in large numbers on the virtual terminal operated by Magyar Posta.

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#### 6. RIGHT OF WITHDRAWAL/CANCELLATION

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1) Based on the Decree, the use of the ePostcard service does not allow for the practising of the right of withdrawal/cancellation due to the fact that the subject of the ePostcard service is not a pre-manufactured product which is produced according to the orders or expressed request of the User and is clearly tailored to the person of the User.

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<sup>3</sup> Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Great Britain and Northern Ireland, Greece, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, Northern Macedonia, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican City State

## 7. LIABILITY

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1) The User hereby assumes responsibility for the following:

- a) not to use any aggressive, alarming, racist, vulgar or obscene words, expressions or images or any words, expressions or images which incite fear or hatred against nationalities, ethnic, racial, religious or any other groups or which violate the rights of persons or communities or which offend public decency, or references of such a nature on the ePostcard and its address label;
- b) that the ePostcard which they made and compiled via the application does not violate the rights or legitimate interests of any third party, in particular any copyrights or additional intellectual or individual rights;
- c) the User is in possession of the rights for the imagery appearing on the ePostcard or has the permission to use said imagery or uses it in accordance with the legislation in effect;
- d) the User will assume full responsibility for any possible infringements occurring due to the violation of points a)-c) and will fully exempt Magyar Posta in the case of any claims of third parties - including all costs incurred in the enforcement of claims of third parties, non-pecuniary damages and law charges.

2) User acknowledges and recognizes that, should Magyar Posta deem that the image intended to be used fails to uphold the contents of sub-points a)-c) of paragraph 1), Magyar Posta is authorized to terminate the contract established based on the order confirmed in accordance with subpoint c) of paragraph 4) of point 3. The termination of the contract will under no circumstances affect the User's existing payment obligation towards Magyar Posta.

3) Magyar Posta hereby assumes responsibility and states

- a) that it is in possession of the rights of use for the templates it provides, including thematic images or those with textual elements, or has received permission for their use;
- b) that it will do its utmost to perform the ordered ePostcard service at the highest possible level of quality (which is influenced by the quality of the image uploaded by the User), including the partial activities performed by subcontractors;
- c) that in the case of the failed or non-contractual performance of the contract, it will give grounds to the claims of the User made in relation to Magyar Posta with the proviso that its liability may only extend to the fee charged for the ePostcard service (whilst the liability for damages related to the performance of the postal services are covered by the relevant provisions of the PS GTC);
- d) that the finalized products may only be used as a sample or reference material with the consent of the User.

4) Magyar Posta offers warranty for the ordered products and services to the extent provided for by the CvC. The details on the conditions for said warranty are included in the [SAMPLE WARRANTY INFORMATION](#) document published on Magyar Posta's website. In the case of defective performance (quality error), the User is required to notify Magyar Posta with no



delay subsequent to the discovery of said objection by contacting [CUSTOMER SERVICE](#) by the means detailed in point 1.2. The User is responsible for any damages due to the delay of notification.

5) Magyar Posta is not liable for

- a) the User not having capacity to act, or being under 16 and in spite of this ordering the service, or using the data of another natural person instead of his or her own data in the course of ordering;
- b) the User not fulfilling the condition for using the ePostcard service in accordance with paragraph 1) of point 3 or the data processing and data transfer obligation stipulated in subpoint b) of paragraph 2 of point 9.
- c) the contents of the User's own photographs and the file uploaded by the User, and of the message and text included by the User on the edited ePostcard as well as for the veracity of the data and information appearing on prints prepared by the User;
- d) for the violation of subpoints a) to c) of paragraph 1);
- e) for any problems or errors arising from information erroneously or mistakenly provided by the User as well as for failed or non-contractual performance due to these factors;
- f) damages caused by force majeure or other events beyond its control including, yet not limited to those arising from or caused by
  - ea) the use of the application or its malfunction;
  - eb) changes to data by any person;
  - ec) a delay in forwarding information;
  - ed) viruses;
  - ee) a software fault or an error in the Internet network, or other technical defect;
  - ef) a fault in the line or system.

6) The use of the ePostcard service assumes the User's knowledge of the opportunities and limitations of the internet and their acknowledgement. The User takes note that it is the User's responsibility to assess any risk that the use of the ePostcard service may involve and to ensure the secure use of his or her mobile phone and the protection of the data stored on it.

## 8. COPYRIGHT

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1) All intellectual works pertaining to products produced by Magyar Posta or to unique templates – particularly, yet not exclusively, all graphic works, photo and film or video material, editing, design, web files, software products and executable files, codes or databases – are protected by copyright owned by Magyar Posta. User may solely use such works in relation to the ordered product yet is not authorised to make multiple copies of said works, or adapt, publish or transfer them to any third party or utilize them in any other manner. The prohibition contained in this point does not affect the User's rights related to the final product.

## 9. DATA PROTECTION

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1) The User acknowledges that, by ordering the ePostcard service and receiving confirmation, a contract is entered into between the User and Magyar Posta. Magyar Posta processes personal data provided by the User through the mobile application as well as other data indispensable for the operation of the functions of the mobile application pursuant to Section 13/A of the Electronic Commerce Act and subpoint b) of paragraph (1) of Article 6 of the General Data Protection Regulation.

Magyar Posta issues an electronic invoice about the service used and processes its data based on Section 169 of Act C of 2000 on accounting (General Data Protection Regulation, Article 6(1)(c)).

2) User hereby acknowledges the following:

- a) <sup>4</sup>if the personal data of a third party are recorded while using the mobile application, creating the legal basis for processing the data and ensuring the legality of transferring the data to Magyar Posta is the User's sole responsibility;

3) <sup>5</sup>

4) After the dispatch of the produced ePostcard, Magyar Posta will process the data specified in subpoints a) and b) of paragraph 6) in accordance with the data processing rules of universal postal services. Information on Magyar Posta's data processing for universal postal services is available in the Postal Services GTC and the [PRIVACY STATEMENT](#) published on Magyar Posta's website. A list of data processors used in the course of providing postal services is accessible under related information on the [PRIVACY STATEMENT](#) page.

5) Data controller: Magyar Posta. Company data and contact information is given in point 1 of these GTC.

6) Range of data processed:

- a) name and address of the person ordering the ePostcard who is also the sender of the ePostcard;
- b) name and address of the addressee of the ePostcard;
- c) the image and/or text of the ePostcard insofar as they are related to a natural person;
- d) the User's e-mail address;

7) Purpose of the data processing: Magyar Posta processes the data for the purpose of performing the ePostcard service, and handling the needs and complaints related to said service, thus

- a) the printing production of the electronically prepared, compiled and/or selected ePostcard;
- b) its acceptance and delivery to the addressee in accordance with the instructions of the User and the provisions on the performance of the postal service;

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<sup>4</sup> Repealed on 25 May 2018.

<sup>5</sup> The former provisions of this paragraph will be given in paragraph 1) after the amendment enters into force (25 May 2018).

- c) the settlement of accounts related to the order,
- d) and the confirmation and subsequent verification of the performance of the ePostcard service.

8) Duration of data processing:

- a) in relation to printing the electronically prepared, compiled and/or selected ePostcards, Magyar Posta processes personal data only until the order is finalised; after the price for the service has been paid, Magyar Posta does not process personal data related to orders but all the data of the order finalised by the application downloaded by the User will remain accessible on the mobile phone until the User deletes them or deletes the application itself;
- b) for the duration of processing in relation to accepting the ePostcard for dispatch and delivering it to the addressee in accordance with the User's instructions and the regulations for performing the postal service, the provisions of the PS GTC will govern with the proviso that the ePostcard will be accepted for dispatch and delivered as a non-registered mail item, thus after the delivery of the ePostcard Magyar Posta will not process personal data;
- c) Magyar Posta processes accounting documents related to the payment of the order and to verifying performance of the ePostcard service for 8 years as prescribed by Act C of 2000 on accounting; where it is necessary for the establishment, exercise or defence of legal claims, for the period of time required for this purpose regardless of the designated deadlines.

9) Data processors: Magyar Posta uses the following data processors throughout the performance of the ePostcard service:

- a) Dorsum Informatikai Fejlesztő és Szolgáltató Zrt. (Trade register number: 01-10-044594-8282, Tax number: 12657496-2-41, Headquarters: 1012 Budapest, Logodi utca 5-7. 3. em. 18. www.dorsum.eu), providing the information technology support for the mobile application, forwarding the electronically created ePostcard to the printing house while data are stored on its data processing servers for a technologically indispensable time and degree;
- b) the Azure service of Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, provides the servers and web hosting necessary for the operation of the application;
- c) -<sup>6</sup>
- d) Posta InIT Informatikai Infrastruktúra Szolgáltató Zrt. (Headquarters: 1138 Budapest, Dunavirág utca 2-6, Trade register number: 01-10-047115, Tax number: 23448577-2-41) performs tasks connected with the operation of the information technology infrastructure;
- e) EPDB Nyomtatási Központ Zrt. (Trade register number: 01-10-048079, Tax number 24924243-2-43 Headquarters: 1117 Budapest, Budafoki út 107-109.) produces ePostcards in printed form;

- f) postal contributors as well as foreign postal services who perform the delivery of ePostcards to the addresses. The range of postal contributors is listed on the [WWW.POSTA.HU](http://WWW.POSTA.HU) website.

10) Individuals with access to the data: data may be accessed by natural persons handling orders and performing the technological processes of the ePostcard deliveries (recorders, parcel processors, delivery men), those performing the inspection of the performance of the ePostcard service (operational inspection representatives, internal auditors, safety and protection colleagues, data protection officers) and accounting, as well as natural persons responsible for dealing with complaints. Furthermore, data may be accessed by the employees of data processors indicated in paragraph 9) throughout the performance of their duties.

11) Data security, the rights and options for legal remedies of data subjects:

- a) the application communicates with the postal servicing system through an encrypted connection;
- b) at the request of the data subject, Magyar Posta will advise the data subject of all data processed regarding their person and all facts related to their use, if requested, in writing. Supplying said information is free of charge unless the data subject has previously requested the same data from Magyar Posta in the current year. In other cases a fee will be charged;
- c) in relation to processing their personal data, data subjects may exercise their rights in accordance with point 9.1.
- d) <sup>-7</sup>
- e) <sup>-8</sup>

12) Users hereby acknowledge that, should they request data to be deleted or restricted which are absolutely essential for the operation of the functions of the mobile application, yet fail to remove the mobile application, Magyar Posta will continue to process their data in order to perform the contract.

### **9.1. Data subjects' right, legal remedy**

1) At the data subject's request, Magyar Posta will provide an answer to the data subject without undue delay but at most within 1 month of the submission of the request. If the request is very complex or cannot be answered by the prescribed deadline due to the large number of requests, Magyar Posta Zrt. is entitled to extend this deadline by 2 months while informing the data subject of this within 1 month. If for any reason Magyar Posta is unable to fulfil the data subject's request, it will likewise inform the data subject of the reasons for this within 1 month of the submission of the request.

2) Data subjects may exercise their rights related to processing their data by means of an application submitted using the following contact details:

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<sup>7</sup> The former provisions of this subpoint will be given in point 9.1 after the amendment enters into force (25 May 2018).

<sup>8</sup> The former provisions of this subpoint will be given in point 9.1 after the amendment enters into force (25 May 2018).

by post: Magyar Posta Zrt. Ügyfélszolgálati Igazgatóság 3512 Miskolc  
by e-mail: [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu)  
by phone: 06-1-767-8282  
by fax: 06-46-320-136

#### 9.1.1. Request for access and information

- 1) At the data subject's request for information about processing his or her data, Magyar Posta will provide, in writing if so requested, all requested information to the data subject.
- 2) If the data subject does not specify the exact piece of information requested, in addition to his or her data, Magyar Posta will provide information about the following:
  - a) the purpose of processing the data subject's data;
  - b) what data Magyar Posta processes;
  - c) the persons Magyar Posta has disclosed or will disclose the data to;
  - d) the duration of storing the data;
  - e) the rights of data subjects in relation to processing their data;
  - f) the source of the data.

#### 9.1.2. Request to rectify (change) data

1) The data subject may request that his or her data be rectified, in other words may request that inaccurate or untrue data be changed and the processing of the true and correct data. The data subject must support the authenticity of the corrected data and must verify that he or she is entitled to submit the request.

1/A) If it cannot be assessed unambiguously whether or not the processed piece of data is correct or accurate, Magyar Posta will not rectify it but restrict it until the accuracy of the data is checked.

2) In view of the fact that the ePostcard is not posted and delivered as a registered mail item, and thus Magyar Posta does not process the name and address data recorded for the purpose of delivering the ePostcard as well as data recorded in the message appearing on the ePostcard after delivery, rectifying (changing) such data is not applicable.

#### **9.1.2/A. Request to restrict data processing**

1) The data subject may request that Magyar Posta restrict the processing of his or her data. In this case Magyar Posta will not use the data subject's data, only store them.

- 2) Magyar Posta will restrict the processing of the data subject's data if the data subject:
- a) disputes the accuracy of the processed data but checking the accuracy of the data has not taken place yet;
  - b) objects to the erasure of his or her data and requests the data to be retained;

- c) requests that his or her data be retained for use due to legal claims.

3) In view of the fact that the ePostcard is not posted and delivered as a registered mail item, and thus Magyar Posta does not process the name and address data recorded for the purpose of delivering the ePostcard as well as data recorded in the message appearing on the ePostcard after delivery, restricting the processing of such data is not applicable.

#### 9.1.3. Right to data portability

1) In view of the fact that data processing is required for the conclusion of a contract with the data subject and its performance, and is based on Section 13/A of the Electronic Commerce Act, the User may request Magyar Posta to transfer his or her electronically processed data that have been provided by the User to Magyar Posta in accordance with these GTC in a form that enables the User to transfer the data to another data controller.

2) If in the request described in paragraph 1) the User specifies the other data controller to whom the User requests the data to be forwarded and Magyar Posta has the appropriate data connection to that data controller, Magyar Posta will transfer the User's data directly to the said data controller.

#### 9.1.4. Provisions concerning legal remedy

- 1) If the data subject has a complaint with regard to the processing of data,
  - a) a report to this end may be made to Magyar Posta using the contact details given in paragraph 2) of point 9, and
  - b) the data subject may turn for legal remedy to the Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság, address: 1055 Budapest, Falk Miksa utca 9-11, postal address: 1363 Budapest, Pf.: 9, e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu), website: [WWW.NAIH.HU](http://WWW.NAIH.HU)) or
  - c) refer the matter to the court based on the data subject's permanent or temporary place of residence.

## 10. SOFTWARE UPDATES

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1) The purpose of software updates is to expand, improve and develop the application and to inform the User of new services such as new functions of the application. By using the application, the User consents to receiving such updates and acknowledges that carrying out the said changes may influence the accessibility of the application and the usability of its functions.

## 11. COMPLAINTS

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1) Users may forward observations and complaints pertaining to orders and invoices to the [CUSTOMER SERVICE](#) through their contacts listed in point 1.2 above. The regulations of paragraph 7 (Settlement of Complaints) of the General Terms of Postal Services are applicable to any complaints regarding the postal service forming part of the e-Postcard service. Details

on the handling of complaints are given on the [CUSTOMER SERVICE](#) and [COMPLAINTS COMPENSATION](#) pages.

2) If the User classified as a consumer in accordance with Act CLV of 1997 on consumer protection<sup>9</sup> (hereinafter referred to as the Consumer Protection Act) does not accept the answer given to the complaint or Magyar Posta does not reply to the complaint within the deadline set for answering, the User may turn to the [GOVERNMENT OFFICE WITH COMPETENCE](#) for the User's place of residence or stay with regard to the complaint.

3) In order to provide for the out-of-court settlement of any disputed matter arising in relation to the complaint, the User qualified as a consumer pursuant to the rules of the Consumer Protection Act applying to conciliatory councils<sup>10</sup> may also turn to the [CONCILIATORY COUNCIL](#) with competence for the User's place of residence or stay. The address of the locally competent Budapest Conciliatory Council according to the seat of Magyar Posta is 1016 Budapest, Krisztina krt. 99.

4) Users classified as Consumers<sup>11</sup> in the CvC may also forward their complaints through the European Union online dispute resolution platform.

[HTTPS://WEBGATE.EC.EUROPA.EU/ODR/MAIN/INDEX.CFM?EVENT=MAIN.HOME.SHOW&LNG=H  
U](https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU)

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<sup>9</sup> Under Section 2 (10) of Act CLV of 1997, a consumer is a natural person acting for purposes falling outside his or her professional or business activity who purchases, orders, receives or uses goods, or is the addressee of commercial communication or commercial offers related to the goods.

<sup>10</sup>In the application of rules pertaining to conciliatory councils, with the exception of the application of **Regulation (EU) No 524/2013 of the European Parliament and of the Council** of 21 May 2013 on online dispute resolution for consumer disputes and amending **Regulation (EC) No 2006/2004** and **Directive 2009/22/EC**, apart from the above, a consumer may also constitute a non-governmental organization, ecclesiastical legal entity, condominium, housing cooperative acting for purposes falling outside its profession, individual occupation or business activity who or which purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods..

<sup>11</sup> A consumer in accordance with point 3 of paragraph (1) of Section 8:1 of the Civil Code is a natural person acting outside his or her trade, business or profession.