

General Terms and Conditions (GTC)

Impressum (Legal Information)

Seller (Service Provider, Business) Information

Name: Tamara Kovács, Sole Entrepreneur

Registered Address: 3000 Hatvan, Gedeon Béla Street 27, Hungary

Mailing Address: 3000 Hatvan, Gedeon Béla Street 27, Hungary

Registering Authority: National Tax and Customs Administration (NAV)

Registration Number: 59794051

Tax Number: 90557477-1-30

Representative: Tamara Kovács

Phone Number: +36-70-685-0215

Email: hello@tamysticlifec.com

Website: <https://www.tamysticlifec.com>

Bank Account Number: 11713012-21479902-00000000 (OTP Bank Plc.)

IBAN: HU66117130122147990200000000

BIC / Swift: OTPVHUHB

Web Hosting Provider

Company Name: Tárhely.Eu Kft.

Registered Address: 1097 Budapest, Könyves Kálmán körút 12-14, Hungary

Email: support@tarhely.eu

Website: <https://tarhely.eu/>

Definitions

Product Containing Digital Elements: A tangible good that includes or is connected to digital content or a digital service in such a way that, without the digital content or service, the product would not be able to perform its functions.

Digital Content: Data produced or supplied in digital form.

Parties: The Seller and the Buyer collectively.

Consumer: A natural person acting outside their trade, independent occupation, or business activity who purchases, orders, receives, uses, or takes advantage of a product or is the recipient of commercial communication or an offer related to the product. For the purposes of consumer dispute resolution rules—except for the online resolution of consumer disputes under Regulation (EU) No 524/2013—the following entities are also considered consumers if they act outside their independent occupation and business activities: civil organizations, church legal entities, condominiums, and housing cooperatives. Additionally, under Regulation (EU) 2018/302, which addresses unjustified

territorial restrictions and other forms of discrimination within the internal market, businesses qualifying as buyers under this regulation are also considered consumers.

Consumer Contract: A contract in which one of the parties qualifies as a consumer.

Functionality: The ability of a product containing digital elements, digital content, or a digital service to perform its intended functions.

Interoperability: The capability of a product containing digital elements, digital content, or a digital service to operate with hardware and software different from those typically used with similar products, digital content, or digital services.

Compatibility: The capability of a product containing digital elements, digital content, or a digital service to operate with hardware or software without the need for modification, provided such hardware or software is generally used with similar products, digital content, or digital services.

Website: The present website, which serves as a platform for concluding the contract.

Contract: The sales agreement established between the Seller and the Buyer through the Website and electronic correspondence.

Durable Medium: Any device that allows the consumer or business to store personally addressed data in a way that makes it accessible in the future for an appropriate period and allows the unchanged reproduction of the stored data.

Means of Distance Communication: Any device capable of enabling contract-related declarations between the parties without their simultaneous physical presence, including addressed or unaddressed printed materials, standard letters, advertisements with order forms published in print media, catalogs, telephone, fax, and internet-based communication tools.

Distance Contract: A consumer contract concluded without the simultaneous physical presence of the parties within a system organized for the remote sale of products or services, where the contract is established exclusively through means of distance communication.

Product: Any movable tangible item listed in the Website's offerings, made available for sale, and forming the subject of the Contract. This includes:

- **Movable tangible goods**, including water, gas, and electricity supplied in limited quantities or with a defined volume in a container, bottle, or other means;
- **Products containing digital elements**, meaning movable goods that include or are connected to digital content or a digital service, such that without the digital content or service, the product would not be able to perform its functions.

Business: A person acting within their trade, independent occupation, or business activity.

Buyer/You: A person who submits a purchase offer and enters into a contract through the Website.

Warranty:

- A **voluntary warranty** offered by the business beyond its legal obligations to ensure the proper performance of the contract.
- A **statutory mandatory warranty** as required by law.

Purchase Price: The compensation payable for the Product or the provision of digital content.

Applicable Legal Provisions

- The Contract is governed by Hungarian law, in particular, but not exclusively, the provisions of the following laws and regulations:
- **Act CLV of 1997** on Consumer Protection
- **Act CVIII of 2001** on Certain Issues of Electronic Commerce Services and Information Society Services
- **Act V of 2013** on the Civil Code
- **Government Decree 151/2003 (IX.22.)** on Mandatory Warranty for Durable Consumer Goods
- **Ministerial Decree 10/2024 (VI.28.) IM** on the Definition of Durable Consumer Goods Subject to Mandatory Warranty
- **Government Decree 45/2014 (II.26.)** on the Detailed Rules of Contracts Between Consumers and Businesses
- **Ministerial Decree 19/2014 (IV.29.) NGM** on the Procedural Rules for Warranty and Guarantee Claims for Goods Sold under a Contract Between Consumers and Businesses
- **Act LXXVI of 1999** on Copyright
- **Act CXII of 2011** on Informational Self-Determination and Freedom of Information
- **Regulation (EU) 2018/302 of the European Parliament and of the Council (28 February 2018)** on Addressing Unjustified Geo-Blocking and Other Forms of Discrimination Based on Customers' Nationality, Place of Residence or Place of Establishment Within the Internal Market, and Amending Regulations (EC) No 2006/2004 and (EU) 2017/2394, and Directive 2009/22/EC
- **Regulation (EU) 2016/679 of the European Parliament and of the Council (27 April 2016)** 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 (General Data Protection Regulation – GDPR)

- **Government Decree 373/2021 (VI.30.)** on the Detailed Rules of Contracts Between Consumers and Businesses for the Sale of Goods, the Supply of Digital Content, and the Provision of Digital Services

Scope and Acceptance of the GTC

The content of the contract concluded between us is determined by these General Terms and Conditions (hereinafter: GTC), in addition to the applicable mandatory legal provisions. Accordingly, this GTC sets out the rights and obligations of both you and us, the conditions for the conclusion of the contract, deadlines for performance, delivery and payment terms, liability rules, and the conditions for exercising the right of withdrawal.

Technical information required for the use of the Website, which is not included in this GTC, is provided in other information available on the Website.

Before finalizing your order, you are required to read and accept the provisions of this GTC.

Language and Form of the Contract

The language of the contracts covered by this GTC is English.

Contracts falling within the scope of this GTC are not considered written contracts, and the Seller does not register them.

E-Invoicing

Our company issues electronic invoices in accordance with Section 175 of Act CXXVII of 2007. By accepting this GTC, you consent to the use of electronic invoices.

Prices

The prices are stated in Hungarian forints (HUF). The Seller is exempt from VAT for domestic sales, meaning that prices do not include VAT for sales within Hungary. However, for sales to customers in the EU, VAT will be applied according to applicable EU regulations. These prices are for informational purposes only. The Seller reserves the right to modify the prices for business policy reasons. Any price changes do not apply to already concluded contracts.

If the Seller has incorrectly indicated a price and an order has been placed for the product, but no contract has yet been concluded, the Seller will proceed according to the “Procedure in Case of Incorrect Pricing” section of the GTC.

Procedure in Case of Incorrect Pricing

A price is considered obviously incorrect if:

- The price is displayed as 0 HUF.
- A discount is applied incorrectly (e.g., a product priced at 1,000 HUF is mistakenly offered for 500 HUF despite a 20% discount).

In the event of an incorrect price display, the Seller will offer the opportunity to purchase the product at the actual price. The Buyer can then decide whether to proceed with the order at the actual price or cancel the order without any legal consequences.

Complaints Handling and Legal Remedies

The consumer may submit a complaint related to warranty, product guarantee, or liability claims regarding the Products, or against the actions or omissions of the Seller or a person acting on behalf or for the benefit of the Seller in connection with the marketing or sale of the product to consumers, to the following contact points and methods:

- In writing via the following website: <https://tamysticlifec.com>
- In writing via the following email address: hello@tamysticlifec.com
- In writing via postal mail: 3000 Hatvan, Gedeon Béla street 27.

The consumer must address any warranty, product guarantee, or liability claims according to specific regulations, not under the Consumer Protection Act.

The consumer may submit a complaint in writing or orally regarding an individual legal or interest infringement related to the marketing or sale of the product, except for claims of warranty, product guarantee, or liability, directly connected to the conduct, activities, or omissions of the Seller or any person acting on behalf of or for the benefit of the Seller.

The Seller must immediately investigate any oral complaint and resolve it as necessary. If the consumer disagrees with the handling of the complaint, or if immediate resolution is not possible, the Seller must promptly create a protocol and provide a copy of it to the consumer. In the case of oral complaints made via phone or electronic communication, the response must be sent to the consumer within 30 days, in accordance with regulations for written complaints.

Written complaints must be responded to in writing by the Seller within 30 days of receipt, unless the European Union's direct regulations specify otherwise. If the complaint is rejected, the Seller must justify the refusal. Any oral complaints made by phone or other electronic means must be assigned a unique identification number.

The complaint protocol must include the following details:

1. Consumer's name and address
2. Date, time, and method of the complaint submission
3. Detailed description of the complaint, including any documents and evidence presented by the consumer
4. The Seller's statement regarding their position on the complaint, if the complaint can be resolved immediately
5. The name of the person recording the protocol, and the consumer's signature unless the complaint was submitted orally via phone or electronic means
6. The place and time of recording the protocol

7. The unique identification number for complaints submitted orally via phone or electronic communication.

The Seller must retain the protocol and a copy of the response for five years and present them to regulatory authorities upon request.

If the complaint is rejected, the Seller must inform the consumer in writing about which authority or arbitration board they can turn to, depending on the nature of the complaint. This must include contact details and addresses of the relevant authorities and the arbitration board based on the consumer's place of residence or stay.

If a consumer's complaint is not resolved during discussions, the following legal remedies are available:

Filing a complaint with consumer protection authorities: If the consumer perceives a violation of their consumer rights, they may file a complaint with the relevant consumer protection authority based on their place of residence. After the complaint is reviewed, the authority will decide whether to proceed with consumer protection proceedings. The consumer protection authorities responsible for first-instance duties based on the consumer's place of residence are the regional and county government offices. A list of these can be found here: <http://www.kormanyhivatal.hu/>

Court proceedings: The consumer is entitled to assert their claims resulting from a consumer dispute in civil proceedings before the court, in accordance with the 2013 Act V of the Civil Code and the 2016 Act CXXX on the Civil Procedure Code.

Please note, you have the right to file a consumer complaint with us. If your complaint is rejected, you have the right to approach the competent Arbitration Board based on your place of residence or stay. To initiate proceedings with the Arbitration Board, you must first attempt to resolve the dispute directly with the business. The Arbitration Board will handle the case based on the consumer's request.

The business is obligated to cooperate in the conciliation procedure with the conciliation body.

As part of this obligation, businesses are required to send a response upon the conciliation body's request, and it is also mandatory for the business to appear before the conciliation body ("ensuring the participation of the authorized person in the hearing for the establishment of a settlement").

If the business's registered office or place of operation is not located in the county where the territorial conciliation body operates, the business's cooperation obligation extends to offering the possibility of a written settlement proposal according to the consumer's needs.

In case of a breach of the above cooperation obligation, the consumer protection authority has jurisdiction, and as a result of legal changes, mandatory fines will be imposed on businesses for violations. There is no possibility to disregard the fine. In addition to the law on consumer protection, amendments have been made to the law on small and medium-sized enterprises, so fines are also applicable to SMEs.

For small and medium-sized enterprises, the fine can range from 15,000 HUF to 500,000 HUF, while for businesses with annual net revenues exceeding 100 million HUF and not classified as SMEs, the fine can range from 15,000 HUF to 5% of the annual net revenue, but not exceeding 500 million HUF. The introduction of mandatory fines aims to emphasize cooperation with conciliation bodies and ensure active participation in the conciliation procedures.

The conciliation body's jurisdiction includes resolving consumer disputes outside the court procedure. The task of the conciliation body is to attempt to reach a settlement between the parties to resolve the consumer dispute, and if unsuccessful, to make a decision in the interest of simple, quick, effective, and cost-saving enforcement of consumer rights. The conciliation body provides advice on consumer rights and obligations upon request by the consumer or the business.

The conciliation procedure is initiated at the request of the consumer. The request must be submitted in writing to the president of the conciliation body: the written requirement can be fulfilled via letter, telegram, typewriter, or fax, as well as any other means that allows for the permanent storage of data for the recipient, ensuring the unaltered form and content of the stored data.

The request must include:

1. The name and address of the consumer,
2. The name, registered office, or relevant place of operation of the business involved in the consumer dispute,
3. If the consumer has requested a conciliation body other than the territorial competent one, the name of that body,
4. A brief description of the consumer's position, the facts supporting it, and the evidence,
5. The consumer's statement confirming that they have attempted to resolve the issue directly with the business,
6. The consumer's statement confirming that no other conciliation body procedure has been initiated, no mediation procedure has begun, and no lawsuit or request for a payment order has been filed,
7. The request for the body to make a decision,
8. The consumer's signature.

The request must be accompanied by a document or its copy (extract) referred to by the consumer as evidence, such as the business's written response rejecting the complaint. If this is not available, the consumer must provide other written evidence of the attempted reconciliation.

If the consumer acts through a representative, the request must include the power of attorney.

More information about the Conciliation Bodies is available here: <http://www.bekeltetes.hu>

For detailed information on the territorially competent Conciliation Bodies, visit: <https://bekeltetes.hu/index.php?id=testuletek>

Online Dispute Resolution Platform

The European Commission has created a website where consumers can register, allowing them to resolve their online shopping-related disputes by filling out a request, thus avoiding court procedures. This way, consumers can enforce their rights without being hindered by distance, for example.

If you wish to file a complaint about a product or service purchased online and do not want to go to court, you can use the online dispute resolution tool.

On the platform, you and the merchant you have a complaint against can jointly choose the dispute resolution body that will handle the complaint.

The online dispute resolution platform is available here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

Copyrights

Under Section 1, Subsection (1) of Act LXXVI of 1999 on Copyright (hereinafter: the Copyright Act), the website is considered a copyrighted work, and thus every part of it is protected by copyright law. According to Section 16, Subsection (1) of the Copyright Act, the use of graphic and software solutions, as well as computer programs found on the website, is prohibited without permission, and any application that allows modification of the website or any of its parts is also prohibited. Any material taken from the website or its database can only be used with the written consent of the copyright holder, even if a reference to the website and the source is provided.

The digital products available on the website are the intellectual property of the service provider, and their use requires prior written consent from the author. Sharing them in any form is prohibited. Customers who download online educational material acknowledge that in case of any infringement, the service provider may claim a penalty of HUF 1,000,000 (one million forints) and enforce these provisions through legal means.

The copyright holder: Kovács Tamara, sole proprietor

Partial Invalidity, Code of Conduct

If any provision of the Terms and Conditions is legally incomplete or invalid, the remaining provisions of the contract shall remain in effect, and the relevant legal provisions shall apply in place of the invalid or erroneous part.

The Seller does not have a code of conduct related to the prohibition of unfair commercial practices with consumers as stipulated by law.

Functionality of Digital Content, Technical Protection Measures

The data displayed on the website is accessible from the service provider's servers with an availability rate of over 99.9% per year. Regular backups are made of the entire content, so in case of any issues, the original content can be restored. The data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored with appropriate encryption strength, and hardware support integrated into the processor is used for encryption.

Information on the Essential Properties of the Products

The essential properties of the products available for purchase on the website are provided in the descriptions of the individual products.

Correction of Data Entry Errors - Responsibility for the Accuracy of the Provided Data

During the order process, before finalizing the order, you have the continuous option to modify the data you entered (by clicking the back button in the browser, the previous page will open, allowing you to correct the entered data even if you've already navigated to the next page). We would like to draw your attention to the fact that it is your responsibility to ensure that the data you provide is accurate, as billing and delivery will be based on the information you provide. We also want to remind you that incorrectly provided email addresses or a full mailbox for the post office may result in the failure of delivery and prevent the completion of the contract. If the Customer finalizes the order and finds an error in the provided data, they must initiate the modification of the order as soon as possible. The modification of an incorrect order can be communicated to the Seller via an email sent from the email address provided at the time of ordering or by phone call.

Purchase-Related Restrictions

The webshop serves only private individuals.

Use of the Website and the Purchase Process

Products can be ordered and purchased on the website without registration. You can order the product through the preview or directly from the product's individual page.

Product order unit: piece.

Selecting a Product

By clicking on the product categories listed on the website, you can select the desired product family and within it, the individual products. By clicking on each product, you will find its photo, article number, description, and price. In the case of a purchase, the price displayed on the website must be paid. Products are illustrated with images.

Please note, the accessories and decorative elements visible in the photos are not part of the product, unless explicitly stated in the product description. We are not responsible for any typographical errors or incorrect information.

Purchasing a Product

If you wish to order/purchase a product, enter the desired quantity and click the “Add to Cart” button next to the product. The product will then be placed in the cart. If you wish to add more products to your cart, you can continue browsing by clicking the “Continue Shopping” button, and you can add the next product in the same way.

You can access your cart at any time by clicking the “Cart” icon at the top left.

On the Cart page, you can modify the quantity of the products, or remove them from the cart.

After deleting or modifying your order, click the “Recalculate” button to update your order. To proceed with the order, select the desired shipping/collection and payment method on the Cart page (see “Payment Methods” section), and further information can be obtained by clicking the “?” icon, or by visiting the “Shipping Information” menu item or this Terms and Conditions section. Then, click the “Continue” button.

Electronic Books

Electronic books available for purchase on the web store are not considered tangible digital content provided on a physical medium. Therefore, no delivery will take place, and there are no shipping costs.

Providing Order Details

The following mandatory details must be provided to complete the order:

- Personal details: Name, email address, phone number.
- Billing address: Postal code, city, street name, house number, floor, door.
- Shipping address: Postal code, city, street name, house number, floor, door.
- Company details (if applicable): Please note, we cannot sell to companies.
- Optional information: You can also send a free-text note.

Subscription to the newsletter on our website is optional.

To finalize the order, click the “Submit Order” button, which comes with a payment obligation. By doing so, the Buyer acknowledges reading, understanding, and accepting the Terms and Conditions and the Privacy and Data Processing Policy.

Please ensure the accuracy of the provided details, as they are used for invoicing and delivery of the product.

Afterward, you will receive an email confirming your order and its details. For any modifications or personal requests, contact us via email: hello@tamysticlife.com or by phone at +36-70-685-0215. An order is considered accepted once our colleagues have reviewed and confirmed it via email. Please wait for the confirmation email from our team.

Electronic Invoice

After the purchase, a legal electronic invoice will be sent via email.

We reserve the right to partially or fully refund confirmed orders. Partial fulfillment can only occur after consultation with the Buyer, which can be done via phone or email. If the Buyer no longer wishes to proceed with the order, the paid amount will be refunded to the sender, provided the product's purchase price has been paid in advance.

Correcting Input Errors

In case of input errors (e.g., additional products, product deletion, price verification), please contact us by phone at +36-70-685-0215.

Package Inspection

It is recommended to inspect the package upon delivery, and in case of any damage, request a report to be filed. We do not accept complaints without a report.

Only order the desired product with cash on delivery if you can pay the courier upon receipt. Resending the package will only be possible after the value of the order and the return shipping fee are paid in advance via bank transfer.

Promotions, Discounts, Clearance

Promotions, discounts, clearance sales, and price reductions apply only to the specified products and are based on the original price. These offers cannot be combined with other discounts. The promotion is valid until the specified duration, as long as stock lasts, or until withdrawn.

Finalizing the Order (Offer Submission)

If you have confirmed that the content of your cart corresponds to the products you wish to order and that your details are correctly entered, you can finalize your order by clicking the "Submit Order" button. The information provided on the website does not constitute an offer to contract on the part of the Seller. In the case of orders under these Terms and Conditions, you are considered the offeror.

By clicking the "Submit Order" button, you expressly acknowledge that your offer must be considered as made and that, upon confirmation from the Seller in accordance with these Terms and Conditions, your statement will entail a payment obligation. Your offer is binding for 48 hours. If the Seller does not confirm your offer within 48 hours according to these Terms and Conditions, you are released from the obligation to uphold your offer.

Order Processing, Formation of the Contract

Order processing occurs in two steps. You have the opportunity to place an order at any time. First, you will receive an automated confirmation, which only records the fact that your order has been received through the website. However, this confirmation does not constitute acceptance of your offer. If you notice that the automated confirmation email contains incorrect details (such as name, delivery address, phone number, etc.), you must immediately notify us via email, providing the correct information. If you do not receive the automated confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order did not arrive in our system due to technical reasons.

After the Seller has received your offer, a second email will be sent to confirm your offer. The contract is formed when the confirmation email sent by the Seller becomes accessible to you in your email system (second confirmation).

Payment Methods

Bank Transfer

You can settle the value of the products via bank transfer. This payment method is free of charge. The necessary details for the transfer are as follows:

Name: Tamara Kovács

Bank: OTP Bank

Account number: 11773391-00946108-00000000

IBAN: HU75117733910094610800000000, SWIFT: OTPVHUB

Reference: order number, Customer name (must match the name provided in the order)

Once the payment is received in the Service Provider's bank account, the download link(s) will be sent to the email address provided in the Basket within 2 business days.

Credit Card Payment

You can quickly and securely pay by credit card in our online store. Online credit card payments are processed through the Stripe electronic payment system.

Stripe is a technology company that builds economic infrastructure for the internet. It enables businesses of all sizes – from startups to government agencies – to accept payments and manage their businesses online.

For more information about Stripe (English website): www.stripe.com

[Stripe Privacy Policy, Statements, and Regulations](#)

Delivery Methods, Delivery Fees

Delivery via Email

After successful payment, the download link(s) will be sent to the email address provided in the Basket.

You will not incur any additional fees.

Delivery Deadline

The general delivery deadline for the order is a maximum of 15 days from the order confirmation. In case of delay by the Seller, the Buyer is entitled to set a new deadline. If the Seller does not fulfill the order within the extended deadline, the Buyer is entitled to cancel the contract. Any exceptions to the general delivery deadline for specific delivery methods will be clearly communicated.

Retention of Title, Ownership Reservation

If you have previously ordered a product but did not accept it during delivery (excluding cases where you exercised your right of withdrawal) or the product was returned to the seller marked as undelivered, the Seller will only fulfill the order after the purchase price and shipping costs have been paid in advance.

The Seller may withhold the product until they are certain that the payment for the product has been successfully processed using the electronic payment solution (including cases where the payment for a product paid by bank transfer is made in the buyer's home currency, and the Seller does not receive the full purchase price and shipping fees due to conversion and banking fees). If the product price has not been fully paid, the Seller may request the Buyer to pay the remaining balance.

Digital Product Delivery and International Sales

As our products are digital, there is no physical shipping required. Upon successful payment, the download link(s) will be sent to the email address provided during checkout. No shipping costs or additional charges are involved for digital product delivery. The product is considered delivered once the email with the download link(s) is sent to the buyer.

The terms and conditions of this agreement apply to both domestic and international customers. By purchasing from us, you confirm that you are a consumer acting outside of a business, industrial, or professional capacity, and that the product is for personal use only.

For **EU customers**, the applicable VAT rate is based on the buyer's country of residence. This means that the VAT rate of the buyer's country will apply to the purchase of digital products.

For **non-EU customers**, VAT is not applied to the transaction. However, the buyer may be subject to local taxes or duties upon receipt, depending on the regulations of their country.

Communication and transactions will primarily be conducted in English, and we are not obliged to communicate in the buyer's native language. We also do not have to comply with any additional labeling or industry-specific requirements that may apply in the buyer's country.

As the products are digital, there are no specific country-related shipping or delivery regulations that apply. However, please be aware that we may withhold the product delivery until we have confirmed that full payment has been successfully processed.

Payment and Delivery Options for International Customers

For international buyers, the communication and transaction language will primarily be English. The seller is not obligated to communicate in the buyer's native language, nor comply with the national laws or sector-specific requirements of the buyer's country (e.g., labeling).

If the VAT is applicable, it will be based on the buyer's country of residence.

If the buyer requests product delivery within Hungary or any other EU country, the seller will provide options for delivery as specified in the terms and conditions. For international buyers, the seller offers the possibility to pick up the product personally, or alternatively, the buyer can arrange the delivery at their own cost.

In the event that the buyer does not pay the delivery charge or arrange shipping by the agreed time, the seller reserves the right to cancel the contract and refund the amount already paid by the buyer.

Payment for the products is made in the currency specified by the seller, and the seller retains the right to withhold product delivery until payment is successfully received. If the payment is not fully received, the seller may request the buyer to supplement the payment.

Consumer Information according to Government Decree No. 45/2014 (II. 26.)

Information about the Consumer's Right of Withdrawal

According to Section 8:1, paragraph 1, point 3 of the Civil Code, a natural person is considered a consumer only if their actions fall outside the scope of their profession, self-employment, or business activities. Therefore, legal entities cannot exercise the right of withdrawal without justification!

Under Section 20 of Government Decree No. 45/2014 (II. 26.), the consumer is entitled to the right of withdrawal without justification. The consumer may exercise their right of withdrawal in the case of a contract for the purchase of goods:

- For a single product,
- For the purchase of multiple products, if the delivery of each product takes place at different times, from the date of delivery of the last product.

The consumer or a third party designated by them, other than the carrier, can exercise this right within 14 days from the day of receipt of the product.

This section does not affect the consumer's right to exercise their right of withdrawal between the date of the conclusion of the contract and the date of receipt of the product.

If the consumer made an offer to conclude the contract, they are entitled to withdraw from the offer before the contract is concluded, which terminates the binding nature of the offer.

If the Seller has not informed the consumer about the exercise of the right of withdrawal, its deadlines, and other conditions (especially as stated in Section 22 of the Government Decree), as well as the model declaration in Appendix 2, the withdrawal period shall be extended by 12 months. If the Seller provides information regarding the exercise of the withdrawal right after the 12-month period has expired, the deadline for withdrawal or cancellation shall expire on the 14th day from the date of such notification.

Declaration of Withdrawal, Exercise of the Consumer's Right to Withdraw or Cancel

The consumer may exercise their right under Section 20 of Government Decree No. 45/2014 (II. 26.) by submitting a clear declaration, or by using [the model declaration available on the website](#).

Validity of the Consumer's Withdrawal Statement

The withdrawal is considered valid if the consumer sends their declaration within the deadline. The deadline is 14 days.

The consumer is responsible for proving that they exercised the right of withdrawal in accordance with this provision.

The Seller must promptly confirm receipt of the consumer's withdrawal declaration by electronic means.

Seller's Obligations in Case of Consumer Withdrawal

Seller's Refund Obligation

If the consumer withdraws from the contract according to Section 22 of Government Decree No. 45/2014 (II. 26.), the Seller must refund the total amount paid by the consumer for the goods or services, including delivery charges, no later than 14 days from the date the Seller is informed of the consumer's withdrawal. Please note that this provision does not apply to additional costs arising from the consumer's choice of a delivery method that deviates from the least expensive standard delivery method.

Method of Refund by the Seller

In case of withdrawal or cancellation according to Section 22 of Government Decree No. 45/2014 (II. 26.), the Seller will refund the consumer using the same payment method as the one the consumer used for the original payment. With the consumer's explicit consent, the Seller may use another payment method for the refund, but the consumer will not incur any additional charges as a result. The Seller is not responsible for any delay due to an incorrect or incomplete bank account number or postal address provided by the consumer.

Additional Costs

If the consumer specifically chooses a delivery method that deviates from the least expensive standard delivery option, the Seller is not obligated to refund the additional costs arising from this choice. In such cases, the refund obligation is limited to the general shipping costs indicated.

Right of Retention

The Seller may retain the amount to be refunded to the consumer until the product is returned, or until the consumer provides clear evidence that the product has been returned, whichever occurs first. Cash-on-delivery or postage-paid shipments cannot be accepted.

Digital Products

Due to the nature of digital products, purchases are final. After the file has been delivered, the Seller is unable to offer refunds, exchanges, or cancellations. If there are any issues during the purchase process, please contact me.

Consumer's Obligations in Case of Withdrawal or Cancellation

Returning the Product

If the consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), they are obligated to return the product without delay, but no later than fourteen days from the notice of withdrawal. The product must be sent back to the Seller or handed over to a person authorized by the Seller to accept the product. Returning the product within the deadline is considered fulfilled if the consumer sends the product before the expiration of the deadline.

Costs of Returning the Product

The consumer bears the direct costs of returning the product. The product must be sent back to the Seller's address. If the consumer cancels the contract after the performance has begun for a contract concluded outside of business premises or at a distance (service contract), the consumer must pay a proportional fee for the service rendered by the business up to the point of cancellation. The amount to be paid by the consumer is calculated based on the total price of the service, including taxes, as agreed in the contract. If the consumer proves that the amount determined in this way is excessively high, the proportional amount must be calculated based on the market value of the services rendered up until the cancellation date. Please note that we are unable to accept products returned by cash on delivery or postage.

Consumer's Responsibility for Value Reduction

The consumer is responsible for any value reduction that arises from the use of the product beyond what is necessary to determine its nature, properties, and functioning.

If, according to the applicable regulations, the right of withdrawal cannot be exercised, or only under certain conditions, the consumer does not have the right to use the product for trial purposes.

Exemptions from the Right of Withdrawal

The Seller explicitly draws your attention to the fact that you cannot exercise your right of withdrawal in the cases specified in Section 29, Paragraph (1) of Government Decree 45/2014 (II. 26.), such as:

- a) In the case of a service contract, after the service has been fully provided, if the business started the performance with the consumer's explicit prior consent and the consumer was informed that they would lose the right of withdrawal after the service is fully completed;
- b) For products or services whose price or fee depends on fluctuations in the financial market that cannot be controlled by the business, even during the specified withdrawal period;
- c) For products that are custom-made based on the consumer's specifications or explicitly personalized for the consumer;
- d) For perishable goods or products that deteriorate quickly;
- e) For sealed goods which, for health or hygiene reasons, cannot be returned after opening;
- f) For products which, due to their nature, are inseparably mixed with other goods after delivery;
- g) For alcoholic beverages whose actual value depends on market fluctuations beyond the control of the business, and whose price was agreed upon at the time of the contract, but delivery occurs after thirty days from the conclusion of the contract;
- h) For contracts where the business visits the consumer at their express request for urgent repair or maintenance services;
- i) For sealed audio or video recordings, as well as software, if the consumer has opened the seal;
- j) For newspapers, periodicals, and magazines, except for subscription contracts;
- k) For contracts concluded at public auctions;
- l) For contracts for accommodation services, other than residential use, transportation, vehicle rentals, catering, or leisure activities, if the performance date or deadline was agreed in the contract;
- m) For digital content provided on a non-tangible medium, if the business started performance with the consumer's express prior consent and the consumer acknowledged at the same time that they would lose the right of withdrawal once performance has begun.

Information on Product Warranty and Defective Product Warranty in Consumer Contracts

This section of the Consumer Information is based on the authorization of Section 9, Paragraph (3) of Government Decree 45/2014 (II. 26.) and is prepared in accordance with Annex 3 of Government Decree 45/2014 (II. 26.).

The Consumer Information applies only to buyers who are considered consumers, and the rules applicable to non-consumer buyers are outlined in a separate section.

Requirements for Contractual Performance in Consumer Contracts

The requirements for contractual performance, in general, for products sold under consumer contracts, including those with digital elements, are as follows:

The product and the performance must meet the requirements set out in Government Decree 373/2021 (VI. 30.) at the time of performance.

For the performance to be considered contractual, the product must:

- Meet the description, quantity, quality, type, and functionality, compatibility, interoperability, and other characteristics specified in the contract.
- Be suitable for any purpose specified by the consumer, as communicated to the seller no later than at the time of the contract conclusion, and accepted by the seller.
- Include all accessories, user manuals, including installation instructions, setup instructions, and customer support, as specified in the contract.
- Ensure updates specified in the contract are provided.

Furthermore, the product must:

- Be suitable for the purposes defined by applicable law, technical standards, or, in the absence of these, the relevant code of conduct.
- Meet the reasonable expectations of the consumer in terms of quantity, quality, performance, and other features, particularly functionality, compatibility, accessibility, continuity, and safety, as is customary for products of the same type, considering public statements made by the seller, its representatives, or others in the sales chain, particularly those in advertisements or labels.
- Include reasonable accessories and instructions, including packaging and setup instructions.
- Comply with the characteristics, descriptions, and specifications presented by the seller prior to the contract, including any samples, models, or trial versions.

The product does not need to meet the public statements above if the seller proves that:

- They were not aware of the public statement and should not have been.
- The public statement was corrected appropriately before the contract was concluded.
- The public statement did not affect the consumer's decision to contract.

Breach of Contract for Product Sale

The seller is in breach of contract if the product's defect results from improper installation, provided that:

- The installation is part of the sales contract and is done by the seller or performed under the seller's responsibility.
- The installation was the consumer's responsibility, and improper installation results from insufficient instructions provided by the seller (or in the case of products with digital elements, by the digital content or digital service provider).

If the sales contract specifies that the seller is responsible for installation or installation is done under the seller's responsibility, the performance is considered completed when the installation is finished.

If the product contains digital elements and the contract stipulates continuous service of digital content or digital services for a specified period, the seller is liable for the digital content defect if the defect occurs or becomes detectable within two years from the performance of the product.

Requirements for Contractual Performance for Products Containing Digital Elements in Consumer Contracts

For products containing digital elements, the Seller must ensure that the consumer is notified about updates to the digital content or related digital services—including security updates—that are necessary to maintain the product's compliance with the contract, and ensure that the consumer receives those updates.

The Seller must make updates available based on the following conditions:

- If the sales contract concerns a one-time provision of digital content or services, the type and purpose of the product and digital elements, as well as the specific circumstances and nature of the contract, should be taken into account to determine what the consumer could reasonably expect; or
- If the sales contract concerns continuous digital content service for a specified period, updates must be ensured for a period of up to two years from the delivery of the product.

If the consumer does not install the provided updates within a reasonable time, the Seller is not liable for a product defect if it is solely due to the consumer's failure to apply the relevant update, provided that:

- The Seller has informed the consumer about the availability of the update and the consequences of the consumer's failure to install it;
- The failure to install or incorrect installation of the update by the consumer is not due to the lack of installation instructions provided by the Seller.

A defect cannot be established if, at the time of the contract, the consumer was specifically informed that a particular feature of the product differed from the description here, and the consumer explicitly accepted this difference when the contract was concluded.

Requirements for Contractual Performance for the Sale of Digital Content in Consumer Contracts

The Seller provides the digital content to the consumer. In the absence of an agreement to the contrary, the Seller must provide the consumer with the digital content without undue delay after the contract is concluded, in the most recent version available at the time of the contract.

The service is considered performed when the digital content, or any solution necessary for accessing or downloading it, is made available to the consumer or to a physical or virtual device chosen by the consumer for this purpose.

The Seller must ensure that the consumer is notified about updates to the digital content—including security updates—that are necessary for maintaining the contractual conformity of the digital content or digital services and must ensure that the consumer receives them.

If the contract specifies that the digital content is to be provided continuously over a set period, the performance of the digital content must remain in compliance throughout the entire duration of the contract.

If the consumer does not install the updates provided by the Seller within a reasonable time, the Seller is not liable for any service defect if it results solely from the consumer's failure to apply the relevant update, provided that:

- The Seller has informed the consumer about the availability of the update and the consequences of the consumer's failure to install it;
- The failure to install or incorrect installation of the update by the consumer is not due to the lack of installation instructions provided by the Seller.

A defect cannot be established if, at the time of the contract, the consumer was specifically informed that a particular feature of the digital content differed from the defined requirements here, and the consumer explicitly accepted this difference when the contract was concluded.

The Seller is in breach of contract if the digital content service's failure results from improper integration into the consumer's digital environment, provided that:

- The Seller performed the integration, or the integration was carried out under the Seller's responsibility; or
- The consumer must integrate the digital content, and improper integration resulted from deficiencies in the integration instructions provided by the Seller.

If the contract specifies a continuous digital content or service provision over a set period, the Seller is liable for any defect in the digital content if it arises or becomes identifiable within the specified duration of the contract.

If the contract concerns a one-time service or a series of individual service actions, it is presumed, unless proven otherwise, that any defect recognized by the consumer within one year from the performance date already existed at the time of performance. The Seller is not in breach of contract if they can prove that the consumer's digital environment is incompatible with the technical requirements of the digital content or digital service, and

the consumer was clearly and understandably informed of this before the contract was concluded.

The consumer must cooperate with the Seller to allow the Seller, using the least intrusive means technically available to the consumer, to verify that the defect is due to the consumer's digital environment. If the consumer fails to cooperate, after the Seller has clearly and understandably informed the consumer of this obligation before the contract was concluded, the consumer is required to prove that:

- The defect recognized within one year from the performance date already existed at the time of performance; or
- The service, when affected by the defect recognized during the contract period, was not performed in accordance with the contract during the period specified in the agreement.

Warranty

When can you exercise your warranty rights?

In the case of defective performance by the Seller, you are entitled to assert warranty claims against the Seller according to the provisions of the Civil Code.

What rights do you have based on your warranty claims?

You may choose from the following warranty claims:

You may request a repair or replacement, unless fulfilling these requests is impossible or would involve disproportionate additional costs for the Seller compared to fulfilling another of their claims. If you did not request or could not request a repair or replacement, you may demand a proportional reduction in the price or, at your own expense, repair the defect or have it repaired by another party, or, as a last resort, you may withdraw from the contract.

You can switch to another warranty claim, but you will bear the costs of this change unless it was justified or caused by the Seller.

In the case of consumer contracts, it is presumed, unless proven otherwise, that a defect noticed within one year from the performance date of the product and products containing digital elements was already present at the time of performance, unless this presumption is incompatible with the nature of the product or the defect.

The Seller may refuse to bring the product into compliance if repair or replacement is impossible or would result in disproportionate costs, considering all circumstances, including the value of the product in flawless condition and the severity of the breach.

The consumer is entitled to demand a proportional price reduction or termination of the sales contract if:

- The Seller has not carried out the repair or replacement, or has done so partially or not in accordance with the specified conditions.
- The Seller must ensure the return of the replaced product at their own cost.

- If repair or replacement requires the removal of a product that was installed in accordance with the product's nature and purpose before the defect became apparent, the obligation to repair or replace includes removing the defective product and installing the repaired or replaced product or bearing the costs of removal and installation.
- The Seller refused to bring the product into compliance.
- A repeated performance error occurred, even though the Seller attempted to remedy the defect.
- The defect is so serious that immediate price reduction or termination of the sales contract is warranted.
- The Seller has not undertaken to bring the product into compliance or the circumstances make it clear that the business will not do so within a reasonable time or without significant harm to the consumer's interests.

If the consumer wishes to terminate the sales contract due to defective performance, the burden of proof lies with the Seller to show that the defect is insignificant.

The consumer is entitled to withhold the remaining purchase price, in whole or in part, in accordance with the severity of the breach, until the Seller fulfills their obligations related to bringing the product into compliance and defective performance.

General rules:

- The Seller must ensure the return of the replaced product at their own cost.
- If repair or replacement requires the removal of a product that was installed in accordance with the product's nature and purpose before the defect became apparent, the obligation to repair or replace includes removing the defective product and installing the repaired or replaced product or bearing the costs of removal and installation.

The reasonable time for completing the repair or replacement shall start from the time the consumer notifies the business about the defect.

The consumer must make the product available to the business for the performance of repair or replacement.

The price reduction is proportional if its amount corresponds to the difference between the value of the product in accordance with the contract and the actual value of the product received by the consumer.

The consumer's right to terminate the sales contract based on warranty must be exercised by a declaration of intent addressed to the Seller.

If the defective performance affects only part of the product provided under the sales contract, and the conditions for exercising the right to terminate the contract are met, the consumer may only terminate the contract concerning the defective product, but they may

also terminate the contract for any other product received along with it if it is unreasonable to expect them to keep only the contractually compliant products.

If the consumer terminates the sales contract in whole or for part of the products provided under the contract, the consumer must return the affected product at the Seller's cost, and the Seller must promptly refund the purchase price paid for the affected product as soon as the product or proof of its return is received.

How long do you have to enforce your warranty claim?

You are required to report the defect immediately after discovering it, but no later than two months from the discovery of the defect. Please note, however, that beyond the two-year limitation period from the performance of the contract, you can no longer enforce your warranty rights.

The period of limitation does not include the time during which the consumer is unable to use the product due to repairs.

The limitation period for the warranty claim is reset with respect to the part of the product affected by repair or replacement. This rule also applies if a new defect occurs as a result of the repair.

In cases where the contract involves a second-hand item, the parties may agree on a shorter limitation period. However, a limitation period of less than one year cannot be validly agreed upon.

Against whom can you enforce your warranty claim?

You can enforce your warranty claim against the Seller.

What other conditions apply to enforcing your warranty rights?

Within six months from the performance of the contract, there are no further conditions for enforcing your warranty claim beyond notifying the defect, provided that you can prove that the product or service was provided by the Seller. After six months from the performance of the contract, you are required to prove that the defect you discovered existed at the time of performance.

In the case of second-hand products, the warranty and guarantee rights differ from the general rules. Even though it is possible to speak of defective performance in the case of used products, the circumstances under which the Buyer could reasonably expect certain defects to occur should be considered. Due to the aging process, some defects may occur more frequently, so it cannot be assumed that a second-hand product will have the same quality as a new one. Consequently, the Buyer can only enforce warranty rights for defects that are beyond those arising from normal usage or wear. If the consumer, classified as a Buyer, has been informed about the defect during the purchase of the used product, the Provider is not responsible for the known defect.

Product Warranty

In what cases can you exercise your product warranty rights?

In the case of a defect in a movable item (product), you can choose to enforce either a warranty claim or a product warranty claim.

What rights do you have based on your product warranty claim?

Under the product warranty claim, you can only request the repair or replacement of the defective product.

When is a product considered defective?

A product is considered defective if it does not meet the quality requirements that were in effect at the time it was placed on the market, or if it does not have the properties specified in the manufacturer's description.

What is the deadline for enforcing your product warranty claim?

You can enforce your product warranty claim within two years from the date the product was placed on the market by the manufacturer. After this deadline, you lose your right to enforce the claim.

Against whom and under what other conditions can you enforce your product warranty claim?

You can only enforce your product warranty claim against the manufacturer or the distributor of the movable item. In the case of a product defect, you are required to provide proof of the defect when enforcing the warranty claim.

When is the manufacturer (distributor) exempt from product warranty obligations?

The manufacturer (distributor) is only exempt from product warranty obligations if they can prove that:

1. The product was not manufactured or marketed within the scope of their business activity, or
2. The defect was not detectable at the time the product was placed on the market according to the state of science and technology, or
3. The defect of the product arose from the application of a legal regulation or mandatory regulatory requirement.

The manufacturer (distributor) only needs to prove one reason to be exempt from product warranty obligations.

Please note, you cannot enforce both a product warranty claim and a general warranty claim for the same defect simultaneously. However, if your product warranty claim is successful, you can enforce a warranty claim against the manufacturer for the replaced product or repaired part.

Warranty

The seller does not sell products subject to warranty, and the products it sells are not covered by the mandatory warranty for certain durable consumer goods under Government Decree 151/2003. (IX.22.).

Product Compliance Warranty Information for Non-Consumer Buyers

General Rules for Warranty Claims

A non-consumer Buyer can choose to exercise the following warranty claims:

Request repair or replacement, unless fulfilling the chosen request is impossible or would incur disproportionate additional costs for the Seller compared to fulfilling another request. If the Buyer did not or could not request repair or replacement, they can request a proportional reduction in price, or the Buyer can repair the defect at the Seller's expense or have it repaired by someone else, or in the last resort, withdraw from the contract.

The Buyer can switch from one warranty claim to another, but the cost of the transition is borne by the Buyer, unless it was justified or caused by the Seller.

Used Products

In the case of used products, the warranty and guarantee rights differ from the general rules. A used product may have defects, but it is important to consider the circumstances under which the Buyer could expect certain issues. As products age, certain defects may become more frequent, meaning that it is unreasonable to expect a used product to be of the same quality as a new one. Therefore, the Buyer can only enforce warranty rights for defects that go beyond the typical issues related to the product's use and are independent of wear and tear. If the used product is defective and the Buyer, who qualifies as a consumer, was informed of this defect at the time of purchase, the Service Provider is not responsible for the known defect.

Warranty Claim Deadline for Non-Consumer Buyers

For non-consumer buyers, the deadline for enforcing the warranty claim is 1 year, starting from the date of fulfillment (delivery).

Product Warranty and Guarantee

Product warranty and mandatory guarantee only apply to buyers who qualify as consumers.

If the Seller provides a voluntary warranty for a product, it will be clearly indicated at the time of purchase.

If the manufacturer offers a warranty for non-consumer buyers, it can be enforced directly with the manufacturer.

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