

**GENERAL TERMS AND CONDITIONS**

-HEREINAFTER REFERRED TO AS: **GTC** -

**1. GENERAL PROVISIONS**

**1.1.** This document regulates the contractual relationship between the Országos Foglalkozás-Egészségügyi Szolgálat Korlátolt Felelősségű Társaság (registered office: 2724 Újlengyel, Határ út 12., company registration number: 13-09-165927, tax number: 11859059-2-13, Health Service Provider number: 110446, hereinafter referred to as: **OFESZ**, or the **Service Provider**), and its client, hereinafter referred to as the: Client - for the provision of health services by the Service Provider, hereinafter referred to as the **Contract**.

OFESZ, or the Service Provider and the Client are hereinafter referred to as the Parties, collectively referred to as the Parties.

The issues not regulated by these General Terms and Conditions and the interpretation of the provisions contained herein shall be governed by Hungarian law, in particular by Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Elker. tv.), and the relevant provisions of Act XLVII of 1997 on the management and protection of health and related personal data and Decree 60/2021.

**1.2.** The Parties may, by mutual agreement, include individual terms and conditions for the use of services in a separate, individual contract, in which case, however, the agreement between the Parties shall supplement this document. In the event of terms and conditions contrary to the provisions of these GTC, the provisions of the individual contract between the Parties shall prevail.

**1.3.** For the purposes of these GTC, the Client is considered to be the individual and his beneficiary and, in respect of terms not covered by a separate contract, the legal person (company) or unincorporated organisation which has ordered the Service to be provided by the Service Provider for itself or for beneficiaries specified by it, in accordance with the terms and conditions set out below.

**1.4.** If the Client designates a beneficiary to receive the service provided by OFESZ, the Client shall be entitled and obliged to inform the beneficiary of the scope and conditions of the services to be provided. The Service Provider shall provide assistance to facilitate the provision of such information.

**1.5.** The present GTC shall govern the Contract between the Parties from the date of the Client's reservation. The conclusion of the Contract between the Parties shall be based on the Client's conduct in this manner.

**1.6.** Please note that the 14-day cancellation rule set out in Government Decree 45/2014 (26.II.26.) does not apply to the present legal transaction, as Article 2 of the Decree excludes from its scope contracts for health care under the Health Care Act.

**2. THE SERVICE**

**2.1.** Subject to the terms and conditions of these GTC and in compliance with the applicable laws and professional protocols, the Service Provider undertakes to provide the Client with the service of sampling and testing for the presence or absence of a coronavirus (COVID) in the Client's body, hereinafter referred to as the "Service". The Service Provider shall perform the above activities through the use of its employees and personal assistants, agents and subcontractors. The Service provided by OFESZ does not constitute medical advice.

The OFESZ primarily carries out coronavirus (COVID) tests as requested by the Client.

The Client may order five types of tests as follows:

- **PCR test:** PCR testing detects the presence of the coronavirus in samples taken from the nose and pharynx or pharynx only (detects the RNA of the virus), thus the PCR test indicates whether the virus is present in the airways being tested. It is currently the most reliable test for confirming COVID infection because it can give a positive result even at low virus levels.
- **Antigen rapid test:** Antigen testing detects the presence of the coronavirus in nasal samples and therefore indicates whether the virus is present in the airways at the time of testing. The advantage of the Antigen test is that it is significantly faster than the PCR test, but it is not officially recognised and cannot be used for quarantine exemption either at home or abroad.
- **Serological rapid test: It is not suitable to apply for an immunity certificate.** It is not suitable for detecting current infection. It shows whether or not you have previously been infected with COVID. Not accepted as a quarantine exemption test either at home or abroad. It is useful if you want to find out whether you have had COVID-19 in the past. The coronavirus serology (antibody) test is an antibody test detected after a venous blood draw, which looks at the levels of IgM and IgG antibodies, these will only be detectable about 1-2 weeks after infection, not before.
- ☑ **Immunity Certificate:** Immunity Certificate is available to those who have either received the coronavirus (COVID-19) vaccine or have already had the infection. The laboratory tests for the presence of IgG antibodies produced by the body against the SARS-CoV-2 virus by taking a sample of venous blood. In case of a positive result, the lab result can be used to apply for an Immunity Certificate either electronically (using the electronic form provided by the Metropolitan and County Government Office) or in person at any government office. ***According to Decree 60/2021, before the test for the issuance of an immunity certificate, the person concerned (the Client) must inform the health care provider that he/she is requesting a laboratory test for the detection of antibodies against the coronavirus in order to obtain an immunity certificate.***
- **Post-Covid Lab Package:** Following an intravenous blood draw, the lab test can reveal the most common complications of coronavirus (Heart function, Myocardial function, Thyroid function, Muscle damage, Inflammatory condition in the whole body, General immune system condition). The result will help you to get an idea of the condition of your body in consultation with your GP or doctor and on this basis they can agree on further investigations and therapy if needed.

**2.2.** The Service Provider declares that he has the necessary material and personal resources to provide the Service, that he is covered by general professional liability insurance for his healthcare activities and that he has the appropriate official authorisations.

**2.3.** The Client orders the Service(s) provided by the Service Provider and undertakes to use them under the conditions set out in these GTC and to fulfil his contractual obligations in full. The Service Provider shall, upon confirmation of the order for the Service, accept the order, subject to available capacity. Upon confirmation of the order, the Service Provider shall send a detailed email with information on the information required to carry out the sampling and on the procedure for providing the Service.

**2.4.** For the purposes of these GTC, the scope of the Service provided includes

- the taking of samples by a professional, nurse, etc. under contract with the Service Provider and the evaluation of the results in a testing laboratory, taking into account the applicable health legislation;
- to provide the Service Provider with information on organisational matters;

- managing the documentation related to the provision of the Service (issuing and forwarding medical, laboratory and test results, invoicing, billing), including the provision of data protection in accordance with the law;
- the safe provision of the Service and the provision of infrastructure (equipment, hygiene conditions, etc.) in accordance with the terms of the legislation and licences;
- organising the use of the Service (telephone call centre service, e-mail customer service);
- organising and providing testing services for the Service, where the Service Provider uses the services of a partner company or other reliable Service Provider to evaluate the findings recorded.

- 2.5.** For the purposes of these GTC, the scope of the Service provided does not include
- the provision of appointments for the appointment of a specialist and a patient to carry out the Service within a time limit unilaterally set by the Client;
  - the provision of medical advice in relation to the Client's explicit health condition or test result;
  - providing services and advice outside the testing time allocated to the Client;
  - any health information received by a subcontracted partner when using a telephone call centre service operated for the Service Provider;

The Service Provider declares that, as a general rule, it does not carry out emergency and on-call testing in the provision of its health services, and that prior written agreement is required for any such request. If the Client requests such services but they are not provided by the Service Provider under this Agreement, the Service Provider shall not be liable for any damages resulting therefrom.

- 2.6.** The Parties are obliged to cooperate in the use of the Service. On the basis of this obligation, the Client shall inform the Service Provider or the healthcare professional of all circumstances and facts (including, in particular, any risk factors for health damage) necessary for the correct taking of samples. The Client's obligation to inform the Service Provider shall include any facts or circumstances relating to his own illness which may endanger the life or physical integrity of others.

- 2.7.** If the Client fails to comply, or only partially complies, with the above obligation to provide information, the Service Provider shall not be held liable, either professionally or financially, for the consequences and damages resulting from the failure to do so.

- 2.8.** Furthermore, the Service Provider's liability may be excluded if the Client has not followed the instructions of the sampling technician or has disregarded the steps necessary for the successful completion of the sampling.

- 2.9.** The Client declares that he/she is using the health service provided by the Service Provider under his/her right of free self-determination.

- 2.10.** The Provider's professional responsibility is to be interpreted solely within the scope of its own operations. It shall be liable for the performance of its intermediaries and subcontractors only up to the extent of its liability for the service.

### **3. CONDITIONS FOR THE USE OF THE SERVICE**

- 3.1.** The use of the Service requires prior registration. The Client may make an appointment by filling in the appointment request form on the website <https://surgoscovidteszt.hu/en/book-an-appointment/>. The Service Provider shall not be liable for any problems arising from appointments made by any other means. The appointment booking becomes valid upon written confirmation.

The Service Provider informs its Clients that its telephone customer service is sometimes busy, so online bookings take priority and are more secure. Please therefore use online ordering whenever possible. By signing this GTC, the Client declares that he has received full information from the Service Provider's staff on the nature of the service, the rights and obligations of the parties, the provisions of this GTC and the fees payable before using the service. You acknowledge that, unless you request otherwise in writing, you consider the content of the forms, information, consent form and status report provided by the Service

Provider to be sufficient for the use of the Service and that by signing them you acknowledge that you have been duly informed. You waive your right to receive further information.

- 3.2.** The Service Provider may operate a telephone call-centre service with the involvement of a subcontractor in order to facilitate the smooth administration of the service. When using the call-centre service, the conversation will be audio-recorded and a warning will be given before the conversation. In the event of a dispute, the audio recording will be released in accordance with data protection rules. The call-centre is not authorised to provide health information, telephone medical/health or legal advice. The Service Provider shall not be liable for the accuracy of any medical/health information obtained by the Client when using the call-centre service, nor shall it be liable for any damages arising therefrom.
- 3.3.** The Client acknowledges that the time required for the appointment made by email (throughput) may result in the Provider not offering the Client the appointment(s) for the examination.
- 3.4.** The Client shall be obliged to wait for the sampling professional in a suitable physical, hygienic and mental state, free of mind-altering substances, when using the health service, failing which the Service Provider shall be entitled to refuse to provide the service.
- 3.5.** The Parties stipulate that the Service Provider has no obligation to provide its services and is therefore entitled to refuse to provide the Service to the Client without giving any reason.
- 3.6.** The Client shall be obliged to be at the disposal of the sampling technician 5 minutes before the agreed inspection period starts.
- 3.7.** The Client must comply fully with the instructions given to him/her during the appointment and in the confirmation email, including the Covid-19 measures, otherwise the test/treatment may be cancelled or refused through the fault of the Client.
- 3.8.** Accurate data reconciliation is a further condition for using the Service. The processing of personal data is governed by the Privacy Policy published by the Service Provider. The Service Provider shall not be liable for any damages resulting from incorrect or misleading data communication by the Client.
- 3.9.** If the Client has previously visited the Service Provider and used the Service, the Client is obliged to inform the Service Provider's customer service representative of any changes to his/her data in the event of subsequent samples.
- 3.10.** The Service Provider shall make every effort to ensure that the sampling takes place on the agreed test date and that the Client is not delayed. The Service Provider shall not be liable for any damage resulting from any delay in the commencement of the tests. In the event of sampling being cancelled due to a significant delay on the part of the Service Provider, the Service Provider shall grant an additional time slot, but shall not be obliged to grant such a time slot.
- 3.11.** If, for any reason, the Client does not use a useful service or does not request the correct test to be carried out, or if this fact only becomes apparent during the sampling, the Service Provider can only be held liable if the Service Provider has made an error in the selection of the Service, after having been properly informed, and this is established to be the case. The Service Provider requests that the Client always seek the assistance of his/her general practitioner, employer or other professional to select the appropriate test. In the event of an inappropriate test being selected, the Service Provider will charge a fee based on its current price list and will endeavour to assist in the selection of another appropriate service.
- 3.12.** The Service Provider shall provide the Service and related administration in Hungarian. In some cases, if the Service Provider indicates so in its price list, it is possible to provide a test result in English for an additional fee. The Service Provider will make every effort to ensure that the Client is served in

English in a professional and error-free manner, but cannot be held liable for any errors in this respect.

### **3.13. CONDITIONS OF USE OF HEALTH CHECK PACKAGES, CANCELLATION**

- The Service Provider offers health check packages as indicated on its website and which can be customised to a certain extent. In the event of non-acceptance and non-payment of the offer by the deadline specified, any offer of a test date specified therein shall be considered null and void.
  
- The Client acknowledges that in the event of an accepted offer, he/she will be liable to pay a fee. In this respect, if the cancellation date is at least 48 hours before 0:01 on the day of the examination, the client will only have to pay an administration fee of HUF 6000 or, if the fee has already been paid, the part of the fee exceeding the administration fee of HUF 6000 will be refunded. Cancellation is valid only in writing (sent to [teszt@surgoscovidteszt.hu](mailto:teszt@surgoscovidteszt.hu)), unless the Client has received written confirmation of the cancellation from his contact person by telephone. If the time of cancellation is not at least 48 hours prior to 0:01 on the day of the examination, the Client must pay the full fee for the examination within 8 days or the fee paid will not be refunded.

#### **4. BY PLACING AN ORDER, THE CLIENT AGREES TO THE FOLLOWING:**

**4.1.** The email address provided by the Client will be recorded as the email address for further communication with the Client.

**4.2.** In addition to the email address recorded above, we will also process other data essential for the provision of the service in accordance with our Privacy Policy, which is accepted by the Client.

**4.3.** As the contact person, the Contact Person declares that he/she is authorised to order the service on behalf of the Client and to make the above declarations and to provide the data of the persons to be investigated.

**4.4.** Where we collect a sample from a Client or a child, by clicking the button below, the Client declares that

**4.4.1.** has received prior information about the service, has been adequately informed about the possible benefits and limitations of the intervention, the expected discomfort and complications, and has received satisfactory answers to any further questions,

**4.4.2.** consents to a sample being taken for the examination,

**4.4.3.** consents to receive notification of the results of the test by e-mail to the email address provided by the Client,

**4.4.4.** consents to the transfer of the PCR samples taken to a laboratory accredited in Hungary and designated by the Hungarian State for PCR testing, and to the transfer of other samples to the evaluating specialist, so that they will handle the Client's personal and sensitive data and will issue the official result and certificate,

**4.4.5.** Acknowledges that in the event of a positive test result, his/her personal data and the sample will be transmitted to the competent authorities by the Service Provider in accordance with the epidemiological legislation and the applicable procedures to be followed,

**4.4.6.** the personal and contact details provided here are correct,

**4.4.7.** the Client is over 18 years of age and, if the person tested is a minor child or a guardian or dependent of the Client, the Client may declare on his behalf his consent to the testing and to the processing of the data,

**4.4.8.** The Client is the user of the email address provided here and will ensure that emails received from us are not sent to the spam account.

**4.5.** The Client undertakes to voluntarily quarantine himself in the event of a positive test result and to notify the competent general practitioner within a maximum of four hours of receipt of the result and to request his assistance in taking action. You acknowledge that the Service Provider shall not be held liable in the event of any breach of this obligation.

**4.6.** The manufacturer is responsible for the sensitivity of the tests and the Provider is not liable. If the Client is already in quarantine, do not leave quarantine under any circumstances, choose our outbound service and we will test at home.

#### **5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

**5.1.** The Service Provider shall provide the Service provided in a professional manner in accordance with the provisions of these GTC.

**5.2.** The Service Provider reserves the right to communicate with its Clients (the same right is granted to Clients by Article 11 of Act CLIV of 1997 on Health Care) for the purpose of performing this Contract and, subject to the Client's consent, to inform the Service Provider of its marketing offers.

#### **5.3. FEES FOR SERVICES, PAYMENT TERMS**

- The Service Provider shall be entitled to charge fees for the Service provided by it, which fees shall be published in the form of an official price list on its website.
- The Service Provider reserves the right to determine the fees for its services and to modify its fees at

will. The Service Provider is obliged to inform its Clients concerned (with an agreed sampling date) in advance of any change to the tariff, otherwise the tariff may only apply to Clients requesting the new date.

- The Service Provider's current tariff is available at [www.surgoscovidteszt.hu](http://www.surgoscovidteszt.hu).
- The Service Provider shall not be obliged to apply a specific tariff in the event of incorrect information.
- The Client undertakes that if he orders and uses a test in addition to the pre-agreed test order, he shall also pay the fee for this additional testing and sampling in advance. The Client may obtain information on the fees for additional tests on the Service Provider's website prior to their performance.

**The Client may pay for the Service ordered by him in the following ways:**

- by credit card
- by bank transfer

In case of payment by credit card, we inform the Client that online credit card payments are made through the Barion system. Credit card details are not transmitted to the Service Provider. the service provider Barion Payment Zrt. is an institution supervised by the National Bank of Hungary, licence number H-EN-I-1064/2013.

**Payment procedure:**

The Client is obliged to pay in advance the amount of the Service ordered by him/her via the website operated by the Service Provider, at the same time as sending the correct and complete order form for the Service.

The invoice for the Service will be sent to the Client by e-mail to the e-mail address provided by the Client.

**5.4. CONDITIONS FOR THE GRANTING OF THE DISCOUNT**

- For information on the current discounts offered by the Service Provider, please visit [www.surgoscovidteszt.hu](http://www.surgoscovidteszt.hu).
- The Service Provider is entitled to grant discounts, to set up a discount scheme and to modify it unilaterally. The Service Provider may unilaterally deviate from its own discount scheme in individual cases.
- The service provider is entitled to grant partner discounts on an individual basis, which it will keep on record for its clients.
- The Service Provider excludes the possibility of subsequent reimbursement of unused discounts.

**6. RIGHTS AND OBLIGATIONS OF THE CLIENTS**

- The Client is obliged to pay the Service Provider the fee set out in these GTC in due time.
- The Client shall inform the Service Provider in writing of any changes to his personal or company data without delay, but no later than the start of sampling.
- If the Client is unable to appear in person at the agreed examination/treatment appointment, he shall notify the Service Provider of his inability to attend as soon as possible.
- The Client shall be entitled to receive the professional Service provided by the Service Provider, provided that he pays the fee in accordance with the fee payment provisions of these GTC.

- The Client shall familiarise himself with the provisions of these GTC before using the Service and shall act in accordance with them when the Service is provided by the Supplier.

## **7. CONFIDENTIALITY, DATA PROTECTION AND DATA MANAGEMENT**

- The Parties shall treat the data they become aware of in the course of the cooperation covered by these GTC in accordance with the provisions of Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information, Act XLVII of 1997 on the Management and Protection of Health and Related Personal Data, and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data of natural persons and on the free movement of such data.
- The Service Provider shall determine the scope of the data requested by it on the basis of the principle of necessity under the Data Protection Act, and shall also provide the possibility to disclose other personal data for marketing purposes at the individual discretion of the Client.
- The Parties shall treat the data, information and documents that come to their knowledge in the course of the performance of the Service confidentially, and shall protect and secure them against third parties by all means.
- The Service Provider shall publish a **Privacy Policy** on the processing of personal and health data, which forms an integral part of these GTC and is available on the website [www.surgoscovidteszt.hu](http://www.surgoscovidteszt.hu).
- The Parties may use the data and information of which they become aware only for the purposes of performing the Service and may disclose them only with the prior written consent of the other Party, unless they are required to do so by law.
- The Parties acknowledge and undertake that all data and information provided to each other in the course of the performance of the Service under these GTC shall be considered trade secrets and as such shall be treated as confidential and shall not be disclosed to third parties or used for any purpose other than that specified in the Contract.
- This obligation of confidentiality shall remain in force indefinitely during the term of these GTC and after its termination for any reason whatsoever.
- The Parties shall be liable for any damage resulting from any breach of this obligation of confidentiality and data management.

## **8. COMPLAINT MANAGEMENT**

- The Client has the right to lodge a complaint if he/she believes that his/her interests have been harmed.
- The Client may send his/her complaint in writing to the e-mail address [teszt@surgoscovidteszt.hu](mailto:teszt@surgoscovidteszt.hu) or by post to the Service Provider's head office, giving a precise description of the case and/or circumstance complained of, together with information enabling the identification of the persons involved (e.g. name of the professional who carried out the sampling, name of the nurse assistant, date of the examination, etc.). If the above information is incomplete, the Service Provider is not in a position to carry out the complaint handling procedure.
- The Service Provider excludes the possibility of making complaints orally, and excludes the possibility of immediate handling of complaints, as well as the handling of complaints within a time limit set individually by the Client.
- In the event of a complaint, the Service Provider shall investigate the case and respond in writing



within a maximum of 15 working days and shall make every effort to provide the Client who lodged the complaint with a response as quickly and as fully as possible. The above deadline shall be extended by a further 15 days (30 days) in the event of a claim for compensation, due to the need to conduct a detailed internal investigation.

- In relation to the handling of complaints, the Service Provider makes the following statement: the quality of the service provided by a Service Provider serving a large number of Clients may, in exceptional cases, be compromised even with the greatest care and attention. If you experience a problem, please let us know so that we can investigate it as soon as possible.

### **Remedy**

If the Client's complaint is rejected in whole or in part, or if the time limit set above for investigating the complaint has elapsed without result, the Client may refer the matter to the following authorities and bodies:

National Consumer Protection Authority: In the event of a breach of the consumer protection provisions of Act CVIII of 2001 on certain aspects of electronic commerce services and information society services, consumer protection proceedings may be initiated.

Address: 1088 Budapest József krt. 6.

Phone number: 061/459-4836 vagy 061/459-4999

As of 1 January 2017, consumers can also address their complaints to the competent district offices. The contact details of the regional district offices can be found here: [jarasinfo.gov.hu](http://jarasinfo.gov.hu)

If you have a complaint, you can contact a conciliation body, the contact details of which can be found here:

Bács-Kiskun County Conciliation Board

6000 Kecskemét, Árpád krt. 4.

Phone number: (76) 501-525, (76) 501-500

Fax: (76) 501-538

[bekeltetes@bacsbekeltetes.hu](mailto:bekeltetes@bacsbekeltetes.hu)

Békés County Conciliation Board

5600 Békéscsaba, Penza ltp. 5.

Phone number: (66) 324-976, 446-354, 451-775

Fax: (66) 324-976

[bmkik@bmkik.hu](mailto:bmkik@bmkik.hu)

Budapest Conciliation Board

1016 Budapest, Krisztina krt. 99.

Phone number: (1) 488-2131

Fax: (1) 488-2186

bekelteto.testulet@bkik.hu

Fejér County Conciliation Board

8000 Székesfehérvár, Hosszúsétatér 4-6.

Phone number: (22) 510-310

Fax: (22) 510-312

fmkik@fmkik.hu

Hajdú-Bihar County Conciliation Board

4025 Debrecen, Petőfi tér 10.

Phone number: (52) 500-749

Fax: (52) 500-720

hbkik@hbkik.hu

Komárom-Esztergom County Conciliation Board

2800 Tatabánya, Fő tér 36.

Phone number: (34) 513-010

Fax: (34) 316-259

kemkik@kemkik.hu

Jász-Nagykun-Szolnok County Conciliation Board

5000 Szolnok, Verseggy park 8.

Phone number: (1) 269-0703

Fax: (1) 269-0703

kamara@jnszmkik.hu

Nógrád County Conciliation Board

3100 Salgótarján, Alkotmány út 9/A.

Phone number: (32) 520-860

Fax: (32) 520-862

nkik@nkik.hu

Somogy County Conciliation Board

7400 Kaposvár, Anna utca 6.

Phone number: (82) 501-000

Fax: (82) 501-046

skik@skik.hu

Tolna County Conciliation Board

7100 Szekszárd, Arany J. u. 23-25.

Phone number: (74) 411-661

Fax: (74) 411-456

kamara@tmkik.hu

Veszprém County Conciliation Board

8200 Veszprém, Budapest u. 3.

Phone number: (88) 429-008

Fax: (88) 412-150

info@bekeltetesveszprem.hu

Baranya County Conciliation Board

7625 Pécs, Majorossy Imre u. 36.

Levelezési címe: 7602 Pécs, Pf. 109.

Phone number: (72) 507-154

Fax: (72) 507-152

bekelteto@pbkik.hu

Borsod-Abaúj-Zemplén County Conciliation Board

3525 Miskolc, Szentpáli u. 1.

Phone number: (46) 501-091, 501-870

Fax: (46) 501-099

bekeltetes@bokik.hu

Csongrád County Conciliation Board

6721 Szeged, Párizsi krt. 8-12.

Phone number: (62) 554-250/118 mellék

Fax: (62) 426-149

info@csmkik.hu

Győr-Moson-Sopron County Conciliation Board

9021 Győr, Szent István út 10/a.

Phone number: (96) 520-202; 520-217

Fax: (96) 520-218

bekeltetotestulet@gymkik.hu

Heves County Conciliation Board

3300 Eger, Faiskola út 15.

Levelezési címe: 3301 Eger, Pf. 440.

Phone number: (36) 416-660/105 mellék

Fax: (36) 323-615

hkik@hkik.hu

Komárom-Esztergom County Conciliation Board

2800 Tatabánya, Fő tér 36.

Phone number: (34) 513-010

Fax: (34) 316-259

kemkik@kemkik.hu

Pest County Conciliation Board

1055 Budapest, Kossuth tér 6-8.

Phone number: (1) 474-7921

Fax: (1) 474-7921

pmbekelteto@pmkik.hu

Honlap cím: [www.panaszrendezes.hu](http://www.panaszrendezes.hu)

Szabolcs-Szatmár-Bereg County Conciliation Board

4400 Nyíregyháza, Széchenyi u. 2.

Phone number: (42) 311-544, (42) 420-180

Fax: (42) 311-750

bekelteto@szabkam.hu

Vas County Conciliation Board

9700 Szombathely, Honvéd tér 2.

Phone number: (94) 312-356

Fax: (94) 316-936

vmkik@vmkik.hu

Zala County Conciliation Board

8900 Zalaegerszeg, Petőfi utca 24.

Phone number: (92) 550-513

Fax: (92) 550-525

zmbekelteto@zmkik.hu

### **Online dispute resolution platform:**

Pursuant to REGULATION (EU) No 524/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL, an online dispute resolution platform is available for the out-of-court settlement of disputes arising from obligations arising from online service contracts between consumers residing in the EU and traders established in the EU.

The detailed rules on dispute resolution are directly available by clicking on the link below:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

The conciliation body is competent to settle consumer disputes out of court. The conciliation body's task is to try to reach an agreement between the parties to resolve the consumer dispute and, if this is not successful, to rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. At the request of the consumer or the Supplier, the conciliation body shall advise the consumer on the rights and obligations of the consumer.

In the case of cross-border consumer disputes related to online service contracts, the conciliation body attached to the Metropolitan Chamber of Commerce and Industry is the only competent body for the procedure.

The Service Provider is obliged to cooperate in the conciliation procedure by sending its reply to the conciliation body and by ensuring the participation of a person authorised to negotiate a settlement at the hearing. If the head office or place of business is not registered in the county of the chamber of conciliation which operates the territorially competent conciliation body, the obligation of cooperation of the business includes offering the possibility of a written settlement in accordance with the consumer's request.

The client shall be entitled to pursue his claims arising from consumer disputes before the courts in accordance with the rules of the Civil Code and the Code of Civil Procedure.

The European Commission has set up an internet-based platform for consumers who wish to make a complaint about a product or service they have bought online and ask a neutral third party (dispute settlement body) to handle the complaint. Dispute resolution bodies that meet certain quality standards and are recognised by national authorities are included in the list of the online dispute resolution platform. The website is available in the 23 official EU languages.

<http://ec.europa.eu/consumers/odr>

## **9. MIXED PROVISIONS**

- The Service Provider is entitled to amend these GTC at any time. It will publish the amendment on its website ([www.hivatloscovidteszt.hu](http://www.hivatloscovidteszt.hu)).
- If any provision of these GTC is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions of these GTC.
- In matters not covered by the present contract, the parties shall be governed by the provisions of the Civil Code and the relevant legislation in force at the time.
- The Parties intend to settle any disputes arising in connection with this contract primarily by amicable means. In the event of any dispute, if conciliation is unsuccessful, the parties shall refer the matter to the competent court.
- The Service Provider may unilaterally modify the terms and conditions of these GTC at any time. Any modification shall enter into force at the same time as it is published on the Website and shall apply to the legal relationships established on the basis of customer orders placed after its entry into force.
- In matters not regulated in these GTC, the provisions of Act V of 2013 on the Civil Code and Act CLIV of 1997 on Health Care, as well as the legislation and professional protocols in force at the time, shall prevail.
- These GTC shall enter into force on 17 June 2021 and shall remain in force until revoked.