

GTC

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## **General Terms and Conditions**

These General Terms and Conditions (hereinafter: GTC) contain the rights and obligations of the User (hereinafter: User) using the electronic commerce services (hereinafter: Service) of Delivery Hero Hungary Korlátolt Felelősségű Társaság (postal address: 1243 Budapest, PO BOX. 655., company registration number: Cg.01-09-668748, tax number: 11187433-2-41, contact information: [info@netpincer.hu](mailto:info@netpincer.hu), +36 (30) 4151986; (hereinafter: service providers) on its website at [www.netpincer.hu](http://www.netpincer.hu) (hereinafter: website) (The Service Provider and the User are hereinafter jointly referred to as Parties.)

These GTC apply to the use of the services of the Service Provider. By registering on, and by using, the website you accept these GTC, and therefore we recommend you studying them before using the website.

### **1. General information, establishment of a contract between the Parties**

**1.1.** The scope of these GTC covers all electronic commerce services provided on the territory of Hungary which involve the Service. An order is deemed an electronically concluded contract, which is governed by Act V of 2013 on the Civil Code and Act CVIII of 2001 on certain issues of electronic commerce activities and information society services. The Service Provider informs the Users that this Service and the contract between the Parties are governed by the provisions of Government Decree 45/2014 (26 February) on the detailed rules of contract between consumers and undertakings.

**1.2.** These GTC also apply when the Service Provider's service is accessible through a different website. They also apply to all methods of using the Service Provider's service (mobile website, mobile applications, Facebook etc.) through which the Service Provider's ordering system is accessible.

**1.3.** The Service Provider collects the food ordering services of restaurants. By using the Website Users may order food and drinks (hereinafter: goods) to be delivered or to be collected by them. The Service Provider pursues an intermediary trading activity: its system receives, processes and forwards to restaurants the orders of Users. The Service Provider does not meet the User in person because the goods are prepared and delivered by a restaurant.

**1.4.** The Service is free for the User.

**1.5.** Due to the nature of the Service Provider's service the contents and offers on the Website change permanently. The Service Provider expressly tries to show the currently effective content and offers at all times. As the restaurant information, goods supply and descriptions as well as prices originate from a third party, i.e. restaurants, the Service Provider shall not take any responsibility or be liable for compensation for their content, up to date nature, accessibility or quality.

**1.6.** The contract between the Service Provider and the User is established for posting an order, while in terms of the delivery of the goods the agreement is established between the User and the restaurant.

**1.7.** A concluded contract is deemed a written contract. The data of the contract stored in writing are the same as the data of the order. The data of the contract/order may also be viewed retroactively under the "My previous orders" menu item. The language used for the contract and maintaining contact is the Hungarian language.

**1.8.** The Service Provider reserves the right to limit or block the content and the offers, either in part or in full, for all Users or a group of Users.

**1.9.** The Service may be used by anyone who validly and successfully registers on the Website and acknowledges the provisions of these GTC as binding. The Website may be used only by natural persons aged over 18.

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## **2. Registration**

**2.1.** Orders on the Website may be placed only by registered Users. During registration the following data must be provided to complete the required data form.

- Full Name\*
- Email address
- Password
- Delivery Address (delivery name, street, house number, town/village, postcode)
- Phone number\*

In addition to the above data, in the course of registration the User may also provide the following data of their SuperShop Cards in order to be able to redeem the points available on the SuperShop account to pay for the order or to collect SuperShop points on the basis of ordered goods:

- SuperShop Card Number
- Name included in the SuperShop database
- Date of Birth

The User can register on the website via his/her active Facebook profile by using his/her Facebook login username and password (hereinafter: Facebook linking).

In the case of using the Facebook linking option the User permit the Data Controller to process the following data: public informations of the profile, e-mail address and list of friends. Inasmuch the User don't provide all of the required informations for registration via Facebook, or the provided informations are incorrect, in this case the User shall provide the missing informations, or modify the incorrect informations.

Inasmuch the User would like to terminate the connection, the User shall modify his/her Facebook settings.

Users may only specify their own personal data on the Website. For successful registration the User must tick the appropriate field and accept these GTC and the Information. By ticking the field the User declares having read and understood all provisions of these GTC and Information and to fully comply with them as well as accepting them as binding.

The User can confirm his / her phone number during registration to ensure that the User provides an accurate and real phone number that will help to fulfil orders. Each User can only give one phone number during registration. If the User wants to confirm his / her phone number, then he / she will receive a code via SMS to the phone number that he / she has given during data entry, he / she will enter that code to the given surface, and then by selecting the confirmation button the system will verify the phone number. If the User has not received the SMS containing the code, then there is an option to resend the code or to modify the phone number. In that case if the User enters incorrect codes three times, then he / she will receive a phone call, which call will containing the verification code. If the code is also incorrect based on the phone call, then the User has to contact the Customer Service of the Provider to confirm his / her phone number.

If the User wants to change his / her phone number after registration, he / she can confirm the new phone number at any time later.

**2.2.** Only the User shall be responsible for the accuracy, up to date nature and veracity of the supplied data. The Service Provider excludes any liability that occurs in relation to the inaccuracy, typing error in the data supplied on the Website, or from the supply of false data and information. The Service Provider shall not be liable at all for any delay in delivery or other problem or error that is the consequence of any data supplied wrongly and/or inaccurately by the User. The User shall keep the password relating to the registration in secret and shall carefully manage it. The Service Provider shall not be held liable for any damage which occurs when the User forgets the password or the password is obtained by any unauthorised person due to any reason not attributable to the Service Provider.

**2.3.** The Service Provider reserves the right to accept or reject, without any notification, the User's registration.

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### **3. Order**

**3.1.** The Service Provider accepts orders through its Website only from registered Users and when the User has completed all the data required for an order. The Service Provider shall not be liable at all for any delay in delivery or any other problem that is the consequence of order data provided erroneously and/or inaccurately by the User.

**3.2.** All orders must be placed electronically. The User provides the delivery address and then selects a restaurant from the pop-up list. The goods selected on the shown online menu are collected in a virtual basket. Before placing an order, the User provides the data required for performing the order and decides on the method of payment. Before submitting the order, the data can be verified. When the order button is pressed, the Service Provider automatically sends the information to the restaurant. The restaurant prepares the food and delivers the meals. The delivery time of the meals varies by restaurant and may be seen among the information displayed about each restaurant: typically it takes 30-90 minutes to deliver the food.

**3.3** When a User has a plastic SuperShop Regular Customer Card, ERSTE SuperShop Bank Card, ERSTE SuperShop Credit Card or a SuperShop NFC Card, then by entering the card number, the name included in the SuperShop database and the date of birth during registration or modification of the own profile, the User may also redeem the SuperShop points collected on the SuperShop account to pay for the order submitted through the Website, without the cost of delivery or to collect SuperShop points by placing an order through the Website. (For more details see section 9.) The User may redeem the points collected on their SuperShop account up to the price of the order, without the cost of the delivery at the rate of 1 point=HUF 1, when the balance of the SuperShop account covers it and at least HUF 1 is not paid with SuperShop points.

The User must declare the intension to perform a point transaction (point collection/ or redemption) on the SuperShop account in relation to a particular order during the order process. The User is not eligible for collecting any SuperShop point for any (partial) amount paid in relation to a particular purchase by redeeming SuperShop points or on the basis of the cost of delivery.

**3.4.** Once an order has been submitted, the Service Provider immediately confirms the order data and sends the contact information of the restaurant to the User via email. The confirmation email contains the data provided by the User in the order process, the data of the order, the data of the ordered products, the serial number of the order and any remark of the User concerning the order, the selected payment and delivery method and, when applicable, the information on the SuperShop point transaction. The Service Provider also shows the same data in the "Last Order" information block on the first page after the Log-in page. The User is bound to the 48-hour offer period stated by law but when the Service Provider does not send an email confirming the order within 30 minutes from the submission of the order, the User shall be exempted from the binding offer.

**3.5.** The User also accepts the delivery offer of the selected restaurant simultaneously with posting the order by using the Service. The offers may vary by restaurant and delivery address. When that offer is accepted, a contract is established between the User and the restaurant. By placing an order, the User accepts the contractual terms and conditions of the selected restaurant, shown by the Service Provider in the service. The contact information of the restaurant is sent to the User in the course of the order. The restaurant cannot be obliged to execute the order but in that case it must inform the User about it.

**3.6.** The Service Provider cannot be obliged to provide any compensation in relation to the execution of an order.

If the User is not available at the address given at the time of the order, the order will not be taken at the time of delivery of the restaurant/Service Provider, and the User is not available via telephone two times (within 10 (ten) minutes) after the delivery on the contact number given at the time of the order the Service Provider and the restaurant are not obliged to perform the order and to make amends. If the order cannot be delivered for reasons arising out of the User, the User is not exempt from the payment obligation, he is still obliged to pay the value of the order and cannot claim back the amount already paid.

**3.7.** By placing an order the User declares accepting these GTC as binding.

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#### **4. Payment terms and conditions**

**4.1.** Orders may be settled in any manner described on the Website. The payment for the order becomes due when the Service Provider has transferred the order to the restaurant. The financial service provider that has a contract with the Service Provider debits the cost of the order on the bank account or SZÉP card account specified by the order or, during delivery, the User pays for the order in cash or with a meal voucher to an employee of the restaurant. The Service Provider acts only as an intermediary between the User and the restaurant. The Service Provider is authorised by the restaurant to collect cash per payment on its behalf.

**4.2.** More detailed terms and conditions of payments with bank cards are described in the following menu item: bank

The User can store the credit card informations during the order, to avoid to provide the informations again and make the following orders easier:

- credit card number
- name on the credit card
- date of expiration
- CVC number

**4.3.** More detailed terms and conditions of payments with SZÉP cards are available in the following menu item: [SZÉP card payment](#)

**4.4.** More detailed terms and conditions of mobile payments are described in the following menu item: [mobile payment](#)

**4.5.** [More detailed terms and conditions of payments with Erzsébet-voucher Plus is available in the following menu item: Erzsébet-voucher Plus payment](#)

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## **5. Cancellation**

**5.1.** The User has no cancellation right either towards the Service Provider or towards the restaurant, considering that the Service is used immediately when the order button is pressed and that the goods are perishable goods or goods that preserve their quality only for a short time.

**5.2.** Orders for immediate delivery or collection may not be cancelled by the User unless the User cancels the order, even without any explanation, either by contacting the Service Provider's customer service or the restaurant directly within 5 minutes from the posting of the order.

**5.3.** The Service Provider cannot provide any refund after the order has been placed if the order has already been processed.

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## **6. Complaint handling**

**6.1.** In the case of any objection, complaint or data registration error occurring while the Service is being used, the User may contact the Service Provider's customer service in any of the following manners:

Postal address: 1243 Budapest, P.O.B. 655

Email address: [info@netpincer.hu](mailto:info@netpincer.hu)

Phone number: +36 1 3178000

The Service Provider handles each complaint free of any charge.

**6.2.** The Service Provider immediately examines any problem requiring an urgent solution and provide remedy immediately if possible. In every other case it responds to each complaint within 24 hours.

**6.3.** In the case of any quality complaint concerning the delivered goods the User may turn to the restaurant supplying the goods as such claims can only be enforced against the restaurant. The Service Provider is not responsible for the quality of the delivered goods given the nature of the intermediary service provided by it.

**6.4.** The Service Provider records the User's complaint made on the phone in order to manage and document the complaint and keeps the sound recording for 2 years from the date when the recording was made. If the User does not consent to the telephone conversation being recorded by the Data Controller in compliance with the Information on Data Processing, the complaint may also be submitted by post (1243 Budapest, PO BOX. 655) or via email ([info@netpincer.hu](mailto:info@netpincer.hu)). The User may request a copy of the recording of the telephone conversation, and the Service Provider must satisfy the request within 25 days from the receipt of the relevant request. The User may submit a request for the issue of the sound recording by post (1243 Budapest, PO BOX. 655) or via email ([info@netpincer.hu](mailto:info@netpincer.hu)). The data controller makes available a copy of the recording free of charge (by post).

**6.5.** The User may also propose resolving the complaint concerning any product or service purchased online in the form of out-of-court settlement, within the framework of an online dispute settlement procedure. The online dispute settlement may be proposed on the following website; the same website also contains detailed information on the option and conditions of online dispute settlement. <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU>  
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## **7. Processing of personal data**

The detailed rules of processing of the User's personal data are described in the Service Provider's [Information on Data Processing](#).  
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## **8. Use of coupons**

**8.1.** The coupon discounts can only be applied in online payments (bank card, SZÉP card). The discount is deducted from the total amount of the order and cannot be combined with any other discount.

**8.2.** The Service Provider reserves the right to cancel an order or block the User's account in the case of any suspected fraud or to modify details of a promotion or suspend a promotion immediately without any prior notice.

**8.3.** Any fraud performed in relation to the promotion or unauthorised use of the coupons may trigger a criminal complaint.

**8.4.** The details of the individual promotions and detailed information on further terms and conditions of the use of the coupons are available on media, advertised in the promotion (e.g., Website, phone application, Facebook fans).

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## **9. Use of SuperShop cards**

The Service Provider joined the [SuperShop](#) Regular Customer Programme (operator: SuperShop Kft., registered office: 1117 Budapest, Október huszonharmadika utca 8-10., Allee Corner Office building,

Corner Torony, 5th floor; company registration number: 01-09-674945 Customer Service address: 1476 Budapest, PO BOX. 249., E-mail address: [ugyfelszolgalat@supershop.hu](mailto:ugyfelszolgalat@supershop.hu)) (hereinafter: SuperShop) as a Partner, within the framework of which the Service Provider allows each User, in the course of an order placed through its Website

1. to collect SuperShop points on the basis of the ordered goods, which the system credits on the User's SuperShop account within 4 working days and
2. from the payment and delivery of the goods or to redeem SuperShop points to pay for the order.

The User can use a SuperShop card on the Website, prior to sending an order, on the order interface (i.e. that is where the redemption of SuperShop points relating to a particular purchase can be requested) when the bank card or SZÉP card payment is selected on the ordering interface and no coupon is used in the transaction. (For technical reasons, SuperShop points cannot be redeemed and coupons may not be used simultaneously. If a User simultaneously tries to redeem SuperShop points and use a coupon, the system will redeem the SuperShop points and will not use the coupon.) If during registration the User does not enter the data required for using a SuperShop card and intends to pay for an order by using SuperShop points, once the redeem SuperShop points button has been pressed, the system will re-direct the User into the User's own profile where the User can modify their own data and enter the required information: the SuperShop card number, the full name included in the SuperShop database and the date of birth. If the User has entered the data, they may be saved in the User's profile by clicking on the "Consent to Data Processing: save and forward card data" title. By giving consent to data processing, the User consents to the data provided here being processed and stored by Delivery Hero Hungary Kft. in compliance with the Data Processing Declaration and the provisions of these GTC and displaying them in their profile as well as being forwarded to SuperShop Kft. for the purpose of data processing in compliance with the [Terms and Conditions of Participation in the SuperShop Programme](#). Saving data does not mean that a SuperShop point transaction will take place automatically: in order to have points credited, the user must also tick the checkbox before the "Credit SuperShop points" title and to satisfy the conditions described in section 9.2.

#### **9.1. Redemption of the points available on the SuperShop account through the Website:**

The points kept on the SuperShop account may only be redeemed when the User selects the bank card or SZÉP card payment on the ordering interface. The User can define the number of points to be redeemed on the ordering interface prior to submitting the final order. All the User must do is to define the exact number of SuperShop points intended to be redeemed in the order in the bar that appears next to the "Points to Be Redeemed" title. The User may redeem the points collected on their SuperShop account up to the price of the order, without the cost of the delivery at the rate of 1 point=HUF 1, when the balance of the SuperShop account covers it and at least HUF 1 is not paid with SuperShop points.

#### **9.2. Crediting SuperShop points on the SuperShop account:**

The User may collect 1 SuperShop point for every HUF 100 worth of order, irrespective of the payment



method selected in the order. The SuperShop points are defined on the basis of the ordered goods and not on the basis of the total of the purchase, which also contains rounding.

Points may be credited for orders placed through the Website only when the following conditions have been met:

- a. The User have ticked the checkbox before the "Credit SuperShop Points" title.
- b. After the order has been submitted, the points requested to be credited during the order are provisionally credited on the User's SuperShop account considering that in the case of an online order the order, the payment, the acceptance of goods etc. do not take place simultaneously in space or in time. The provisionally credited points are blocked on the SuperShop account after the order has been submitted, which means that the User cannot use the provisionally credited and also blocked points in the course of subsequent purchases until the block is released. The block is released when the User has paid for the order and collected the order. The Blocked points are released and credited within 4 working days from the acceptance of the goods.
- c. The order has been paid,
- d. The ordered goods have been accepted,
- e. The User has consented to the transfer of their data to SuperShop and their comparison to the data included in the SuperShop database and those data match.

If the User does not consent to the transfer of their data to SuperShop or to the processing and storage of the data by the Service Provider, then the order is validly established as it is submitted, but the SuperShop point transaction will not take place.

If the above conditions are met, the Service Provider notifies SuperShop that the provisional block on the points can be released via email within 4 working days. In that case SuperShop releases the block on the User's SuperShop account within the shortest possible time from the notice, or within maximum 1 working day after which the points can be used again.

The User is not entitled to collect any SuperShop point on the (partial) amount paid for a particular order with the redemption of SuperShop points or on the bases of the cost of delivery.

### **9.3. Verification of the data of SuperShop cards**

The User can verify the data of the specified SuperShop card on the Website, as a logged-in user, in their own profile, or in the course of an order on the ordering interface. If the SuperShop card number, name and date of birth are entered correctly and the data match the data included in the SuperShop database, the system displays the User's currently available SuperShop balance. If the User enters erroneous data, the SuperShop balance is not displayed, and the User must verify the entered data. If the User does not perform that verification and therefore the SuperShop point transaction does not take place, neither the Service Provider nor SuperShop Kft. can be held liable. If the User verifies the data, yet the balance can still not be displayed as data do not match, the User must inform SuperShop Kft. about it within 1 working day from the detection of such a mismatch. The displayed balance data are for information purposes only; in the case of any dispute the records of SuperShop shall prevail in relation to the balance.

#### **9.4. Other provisions**

The [Terms and Conditions of Participation in the SuperShop Programme](#) shall apply in the case of the Use, Loss or Replacement of the SuperShop card or the use of the SuperShop card outside the Website, the provisions of which the User accepted as binding during the application for a SuperShop card. The terms and conditions of participation are available online at [www.supershop.hu](http://www.supershop.hu)

Further information is available on the use of the SuperShop cards in section 3.3. of these GTC.

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#### **10. Closing provisions**

**10.1.** The degree of security of the Website operated by the Service Provider is satisfactory, but we still recommend you taking the following precautions: use virus and spyware protection software with an up-to-date database and install the security updates of the operating system. The use of this Website is based on the assumption that the User is aware of the technical and technological limits of the internet and accepts the potential errors that may occur in the technology.

**10.2.** The Service Provider cannot be held liable for any damage which occurs as a consequence of connecting to the Website. The Customer is obliged to protect their computer and the data kept on it.

**10.3.** It is strictly prohibited to forward, disclose or share any content not permitted by law on the website. The Service Provider reserves the right to delete any content uploaded by the Users.

**10.4.** Both the User and the Service Provider may terminate the contract without giving any reason by sending an [email message](#) to the User or to the Customer Service.

**10.5.** The Service Provider does not submit itself to the provisions of any code of conduct.

**10.6.** The Service Provider shall have the right to unilaterally modify the terms and conditions of these GTC at any time. Any modification enters into force simultaneously with its publication on the Website.

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Budapest, 22 May 2019