



General Terms and Conditions

Date of entry into force: 24 April 2021.

The General Terms and Conditions set out herein specify the rights and obligations of persons using electronic commercial services provided by HelloLine Kft. via the HelloLine mobile application.

Registration in the HelloLine application shall be deemed as acceptance of the General Terms and Conditions specified herein.

Details of HelloLine Kft.:

Company registration number: 01-09-37289975

Records are kept by the Company Court of the Budapest High Court (Fővárosi Törvényszék Cégbírósága)

Seat: 1077 Budapest, Király utca 31. 4 em. 7 (31 Király Street, floor 4, door 7)

Tax number: 28761880-2-42

Postal address: 1077 Budapest, Király utca 31. 4 em. 7

Email: info@hellolineapp.com

Website: www.hellolineapp.com

The place of operation and the place of complaint handling are at the seat.

DEFINITIONS

Service Provider:

HelloLine Kft. (Company registration number: 01-09-37289975, Tax number: 28761880-2-42, Seat: 1077 Budapest, Király utca 31. 4 em. 7)

Consumer:

A natural person using the HelloLine mobile application – compatible with both iOS and Android operating systems – who places an Order via the application.

Parties:

The Service Provider and the Consumer are collectively referred to as Parties.

Partner:

A sole proprietor or a company that as part of its commercial activities sells products via the application that are available in its Commercial Units on the basis of a separate agreement concluded with the Service Provider.

Agreement:

Agreement is construed as the General Terms and Conditions made between the Service Provider and the Consumer and the agreement made with the Consumer upon downloading the application.

General Terms and Conditions:

The present General Terms and Conditions set out herein.

Mediated Agreement:

Mediated Agreement is the agreement made between the Consumer and the Partner mediated by the Service Provider via the application. The provisions of the Mediated Agreement are set out in Annex 1.

HelloLine application:

The application operated by the Service Provider has three interfaces:

- a) The interface where the Consumer can place an order;
- b) The Partner's website where the Partner can access orders, modify the menu, check previous orders etc; and
- c) The interface used for administrative and customer service purposes operated by the Service Provider.

Server:

The server rented by the Service Provider is hosted by DigitalOcean. In compliance with EU and other applicable standards, the server uses European data centres.

Website: <https://www.featuredcustomers.com/vendor/digitalocean/customers>

Product:

Food and drink purchasable from the Partner in the form of an Order placed by the Consumer via the application.

Basket:

The list of products and their prices compiled by the Consumer.

Payment interface:

Payment interface features all fees associated with Services including all Products and their prices.

Order:

The Consumer's contractual offer to buy the Product(s) they have chosen via the Application that is mediated to the Partner by the Service Provider under a separate agreement made between them.

Service:

All free-of-charge Services provided to the Consumer by the Service Provider including the provision, operation, and maintenance of the application.

HelloLine SERVICE

1. Operation of the Application

1.1.

The Service Provider is the owner and operator of the application. The Service Provider shall collect and make available to the Consumer for online purchase the Partner's Product supply. Upon placing an Order via the application, the Consumer can receive the ordered Product(s) at the pick-up counter in the Partner's Commercial Unit. Having regard to the Consumer's needs, rights, and legitimate interests, the goal of the Services provided by the Service Provider is to make its Partners and their products available and visible to the greatest extent possible, thus promoting profit-making by Partners, as well as to allow Consumers to order Products in a comfortable manner without having to stand in a queue in the Partner's Commercial Unit.

1.2.

The Service Provider shall provide its services independently from its Partners. The Service Provider shall not represent or act on behalf of the Consumer when providing Services.

1.3.

The Service Provider shall carry out intermediary activities including the reception and the processing of the Consumer's Order placed via the application on behalf of the Partner and forward the Order to the Partner.

1.4.

The Service Provider represents that Partner's Product supply shown in the application may differ from the actual Product supply available in the Partner's Commercial Unit.

2. Use of the application

2.1.

The use of the application by the Consumer is free-of-charge.

2.2.

The application may only be used by persons aged 18 and above who are in possession of a mobile phone running on either iOS or Android operating systems.

2.3.

Ordering Products via the application may require the Consumer to pay a convenience fee (min. 0%, max.10%).

3. Process of ordering Products

3.1.

The only way to order Products is via the mobile application.

3.2.

The Service Provider shall exclude any and all responsibility arising from or related to the provision of inaccurate, misspelt or false data on the application.

3.3.

Choosing a Product is prerequisite to order placement.

3.4.

Based on geo-positioning, the application shows all Partners in the proximity and the Consumer chooses the Partner's Commercial Unit in which they are staying. If the User disables geo-positioning, the application considers the Consumer's billing address to list all Partner Commercial Units in the proximity. The application shows the Partner's food and drink supply, the list of the Partner's various products and their prices. The prices appearing in the application are gross prices set in Hungarian Forint. The Consumer chooses the Product(s) they wish to order and then places the desired Product(s) in the "Basket".

3.5.

By clicking on the button "Order" on the Payment site of the Application, the Consumer places an order and can pay the price of the Product(s) as well as the tip (0%, 5%, 10%, 20%) with a bank card. Then, the price of the Product and the possible convenience fee and tip will be blocked in the Consumer's bank account. When the Order has been placed and the Product and any related charges have been paid, the details of the Order appear on the Partner's online interface. The Partner, then, can choose to either "Accept" or "Refuse" the Order. If the Partner accepts the Order, the Consumer will receive an online message saying that "the Order is being prepared". The Consumer will also see how long it will take to prepare the Order. If the Consumer enables "push" notifications, the Consumer will receive a "push" notification when the Order has been prepared. After opting to fulfil the Order, the Partner can choose from two options: the Order has been either "dispensed" or "refused". When the Partner chooses the button "dispensed", the Consumer's bank account will be charged with the blocked sum.

3.6.

The Mediated Agreement shall come into force between the Service Provider and the Partner when the Partner accepts the Consumer's Order by clicking on the button "Accept". The provisions of the Mediated Agreement are included in Annex 1.

3.7.

Upon placing an order, the Consumer represents that they have read, understood, and thereby accept and agree to abide by the present General Terms and Conditions and the provisions of Annex 1 set out herein.

4. Payment

4.1.

In complying with the separate agreement concluded between the Service Provider and the Partner, the Service Provider shall be entitled and obligated to accept the performance of the Mediated Agreement (payment of fees) by the Consumer. Such performance of the said agreement entails that the Consumer shall pay all fees related to the Order via the payment

service provider contracted with the Service Provider and, based on the authorisation of the Partner, the sum shall be credited to the Service Provider's barion account. The Service Provider shall collect all payments made by Consumers related to the sales of the Partner's Products (sale and purchase) on behalf of and for the Partner.

4.2.

Payment, in other words, remuneration for the Order, made by the Consumer to the Partner can solely occur as specified in Clause 4 of the General Terms and Conditions herein. Available payment options may differ from Partner to Partner. Available payment options in the case of an Order from a particular Partner shall be shown to the Consumer after choosing the Product(s) but prior to the finalisation of the Order on the order summary page of the Payment interface.

4.3.

If enabled by the Service Provider in the case of a Partner, the Consumer shall be offered to make a card payment via barion (online) payment service.

4.4.

In the case of online payment, the business statement of barion payment service provider, the concerned bank card company, the bank card issuer, and the financial institution crediting the amount shall be applied.

4.5.

When making a payment online, the Consumer shall provide the details of the bank card in the barion system, and will be offered to save the details of the bank card (card number, name written on the card, expiry date, CVC number) for future orders in order to avoid providing the same data repeatedly and to make future payments easier and more comfortable. Bank card data shall be stored by the payment service provider contracted with the Service Provider. Barion Payment Inc., the provider of this service, is an institution under the authority of the Central Bank of Hungary, its license number is: H-EN-I-1064/2013. The Service Provider shall not handle or process the card details of the Consumer.

4.6.

The Service Provider shall take the Order on condition that online payment by the Consumer is successful after the finalisation of the Order.

4.7.

In the case of online payment, if the transaction has been successful, the payment service provider shall block the sum to be paid in the Consumer's account without delay and send an automatic notification to the Service Provider about the successful transaction, so the application will instantly show that remuneration for the Order has been successful.

4.8.

If online payment fails, the application will navigate the Consumer back to the Order summary page where the Order can be placed again.

5. DEFECTIVE EXECUTION, FAILURE OF ORDER

5.1.

The Parties shall be obligated to execute the Order in good faith as indicated in the mobile application as well as in compliance with the General Terms and Conditions and the applicable laws set out herein, and to cooperate with each other in the execution of the Order.

5.2.

If the failure of the execution of the Order is caused by the Consumer, and the Order has been paid online, the Consumer shall not be entitled to recover remuneration for the Order.

5.3.

The Partner shall notify the Consumer via “push” notification when the Order has been prepared. The Consumer must pick up the Order within 20 minutes at the latest after notification. The Partner shall assume responsibility for the quality of the Order for only 20 minutes following notification and calls the Consumer’s attention to the fact that the quality of the Order deteriorates with time. Furthermore, the Partner shall be responsible for keeping the Order for no longer than 20 minutes after notification.

6. COMPLAINT MANAGEMENT

6.1.

A Complaint is construed, in particular, as but not limited to:

- any problem with or comment on the Product(s) (e.g. ingredients, prices)
- any problem with or comment on the process of ordering (save any situation or problem caused by the Consumer)

6.2.

In the case of problems and complaints, the Consumer shall be entitled to contact the Service Provider’s customer service in one of the following ways:

Postal address: 1077 Budapest Király utca 31. 4. em. 7 (1077 Budapest, 31 Király Street, floor 4, door 7)

Email: info@hellolineapp.com

Menu item “Customer service” in the HelloLine mobile application

6.3.

Complaints handling by the Service Provider shall be free-of-charge in all cases.

6.4.

Complaints requiring immediate action shall be handled promptly and redressed by the Service Provider without delay, if possible. In other cases, complaints shall be addressed within 24 hours of notification.

6.5.

The Consumer shall cooperate with the Service Provider in the investigation of the complaint and provide all necessary information and documents to the Service Provider.

6.6.

If the Consumer's complaint is fully or partially refused by the Service Provider, or the said period assigned to the investigation of the problem has not yielded any resolution, the Consumer shall have the right to turn to the competent authority of the Consumer's place of residence:

Contact details of consumer protection authorities are available at:

https://fogyasztovedelem.kormany.hu/#/fogyasztovedelmi_hatosag

Consumer Protection Head Office of the District V Office of the Capital City Government Office in Budapest (Fővárosi Kormányhivatal V. Kerületi Hivatalának Fogyasztóvédelmi Főosztálya):

Postal address: 1051 Budapest, Sas u. 19. III em. (1051 Budapest, 19 Sas Street, Floor 3)

Phone number: +36-1-450-2598

Email address: fogyved_kmf_budapest@bfkh.gov.hu

Contact details the Conciliation Panel according to geographical areas:

<https://www.bekeltetes.hu/index.php?id=testuletek>

Contact details of the Conciliation Panel in Budapest:

Postal address: 1016 Budapest, Krisztina krt. 99. (1016 Budapest, 99 Krisztina Boulevard)

Phone number: +36 -1- 488-2131

Fax number: +36 -1- 488-2186

E-mail address: bekelteto.testulet@bkik.hu

Chat: Menu item „Customer service” in the application.

6.7.

The Consumer shall be entitled to take any legal dispute arising from or related to a complaint to the competent court.

7. Processing of personal data

7.1.

Detailed Rules of processing the Consumer's personal data are specified in the Service Provider's Data Processing Policy.

8. Intellectual property rights related to the application

8.1.

All and any materials, texts, graphic and other contents contained in the application, as well as the structure and source-code of the application, and any other intellectual property are protected by copyright law and other law. All copyrights and any other intellectual property are exclusively owned by the Service Provider. The use of the application's contents or of the Service Provider's intellectual property shall be subject to the Service Provider's prior written consent.

8.2.

Any unauthorised use of the application's contents may be subject to sanctions specified in trademark law, copyright law, civil law, and criminal law.

9. The scope of the General Terms and Conditions

9.1.

The scope of these General Terms and Conditions shall cover the Services provided to Consumers by the Service Provider within the territory of Hungary.

9.2.

The General Terms and Conditions set out herein shall enter into force for an indefinite period on the date specified on the first page of the Agreement.

10. Modification and accessibility of the General Terms and Conditions

10.1.

The Service Provider shall have the right to modify unilaterally at any time the General Terms and Conditions specified herein.

10.2.

The General Terms and Conditions currently in force are available at:
www.hellolineapp.com

FINAL PROVISIONS

11.1.

The security level of the application operated by the Service Provider is adequate. However, when using the application, the Consumer is expected to be aware of the technical and technological limits of the Internet and the risk of potential errors associated with this technology.

11.2.

The Service Provider shall not assume responsibility for any damage arising from or related to the inadequate downloading of the application.

11.3.

The Service Provider shall have the right to assign fully or partially any of its rights or obligations related to the Services without the Consumer's consent to its successor, subsidiary, or any other company that has acquired all or parts of the Service Provider's assets.

11.4.

The Service Provider shall not be subject to the provisions of any code of conduct.

11.5. The present Agreement shall be governed by the provisions of Hungarian law.

LAWS

The laws specified in the General Terms and Conditions and the laws generally applicable to the Agreement and the Services are as follows:

- Act V of 2013 on the Civil Code (“Civil Code”)
- The General Data Protection Regulation (Regulation (EU) 2016/679; “GDPR”)
- Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (“Information Act”)
- Regulation (EU) No 1169/2011 on the Provision of Food Information to Consumers (“PFIC Regulation”)
- 36/2014. (XII.17) Act on the Provision of Food Information to Consumers (“PFIC Act”)
- Act CVIII of 2001 on Certain Matters of E-commercial Services and Services Related to Information Society (“E-commerce Act”) and Act XLVII of 2008 on the Prohibition of Unfair Commercial Practice vis-à-vis Consumers (“Prohibition Act of 2008”)
- Act XCL of 1997 on Consumer Protection (“Consumer Protection Act”)
- 45/2014. (II.26) Government decree on the Detailed Rules of Contracts between Consumers and Businesses (“Government Decree”)
- Act LVII of 1996 on the Prohibition of Unfair Market Conduct and Restriction of Competition (“Prohibition Act of 1996”)
- Act XI of 1997 on the Protection of Trademarks and Geographical Indications (“Trademark Act”)

ANNEX 1

PROVISIONS OF MEDIATED SERVICES

General provisions

1.1

The Mediated Agreement shall enter into force when an electronic confirmation message is sent to the Service Provider following order placement. The provisions of the Mediated Agreement are set out in Annex 1 herein.

1.2.

The Mediated Agreement is an agreement made electronically and governed by the provisions of the Civil Code and the provisions on e-commercial services of the E-commerce Act. The Mediated Agreement shall be made in writing and its written contents are identical to the details of the Order. The contents and details of the Mediated Agreement and the Order may be viewed retrospectively under the menu item “My orders”. The language of the Agreement and of communication is Hungarian.

Partner's liability

2.1.

The Partner shall be exclusively responsible for all actual contents, offers, their availability and quality appearing in the application. Any quality complaint about Product(s) the Consumer has received must be addressed to Partner selling the Product(s); therefore, any such consumer demand must be addressed to the Partner.

2.2.

The Partner shall assume exclusive responsibility for complying with the information provision requirements set out in applicable laws. The Service Provider's sole responsibility, therefore, shall be the mediation of Orders; it shall not be involved in producing and preparing Orders, it shall have no influence on or knowledge of Orders, thus, the Service Provider shall not be obligated to comply with the information provision requirements prescribed in Clause 2.2. However, the Service Provider shall be responsible for creating suitable application design and conditions that shall permit the Partner's full compliance with the said applicable legal requirements. The Service Provider's sole responsibility shall be the accurate display of data adequately provided by the Partner. The Partner shall be responsible for providing all necessary information required by effective applicable laws to the Service Provider prior to display on the website and for notifying the Service Provider without delay about any change in the data. The Partner shall have exclusive responsibility for providing lawful, complete and real information.

2.3.

In compliance with effective Hungarian and EU laws, the Partner shall assume exclusive responsibility for indicating information that can endanger Consumers such as substances causing allergies and intolerances, food colourants, sweeteners, and added sugar.

2.4.

In addition to the legally required provision of information, the Partner shall have the obligation, in all cases, to inform the Consumer upon request about the ingredients, weight, shelf life/ best before date, and storage conditions of the food product in question.

2.5.

In addition to the provision of information prescribed in this clause, the Partner selling such Products shall be obligated, in all cases, to inform the Consumer upon request about the ingredients, weight, shelf life/ best before date, and storage conditions of the food product in question. This obligation shall be fulfilled directly to the Consumer by the Partner; such information shall not be collected, stored or provided to the Consumer by the Service Provider. The Service Provider, however, shall undertake to forward such consumer queries to the Partner.

Defective performance

3.1.

The Partner shall have exclusive responsibility for the non-performance or defective performance of Orders; the Partner shall be obligated to redress issues raised by the Consumer in particular but not limited to the Partner's product shortage, technical problems, false

information or offer displayed in the application, and any problem caused by the delayed preparation of the Product by the Partner.