

## **Consumer Protection Policy**

### **1. Supplier**

We inform You that this website is run by

#### **Goal Hungary Trading and Service Limited Liability Company**

Short name: Goal Hungary Ltd..

Registration number: 03-09-125370 - Company Registry Court of Kecskemét Regional Court (Kecskeméti Törvényszék Cégbírósága)

Tax number: 24146041-2-03

Headquarters: 11 Gazdasági vineyard, Helvécia, Hungary 6034 (Magyarország, 6034 Helvécia, Gazdasági dűlő 11.)

Postal address: 36 Küküllő Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Küküllő u. 36.)

Place of business: 8-10 Dobó Istán Boulevard, Kecskemét 6000, Hungary (Magyarország, 6000 Kecskemét, Dobó István krt. 8-10.)

E-mail address: info@totallsport.com

(Supplier hereafter).

Present website and webpages as well as its subpages are accessible through this Internet address: <https://totallsport.com/>

### **2. Defective performance**

Supplier performs defective if products do not match quality standards of the time of contracting or as it is stated in law.

Supplier does not perform incorrectly if You knew about the fault at the time of contracting or must have known about the fault at the time of contracting.

It must be presumed that faults discovered within one year of purchase were present at the time of performance, except if this assumption contradicts the nature of matters or the nature of fault. This practically means that in case the fault(s) is discovered within one year of purchase, the burden of proof lies with Supplier.

Supplier performs defectively if the fault of the product occurs from inefficient commissioning provided that commissioning is part of the sales agreement and it was performed by Supplier or it was performed under the responsibility of Supplier or commissioning had to be done by you by following the instructions of Supplier's installation instructions and defective performance comes from the fact that these instructions were incomplete.

If the product is installed by Supplier according to the sales agreement or installation is

performed under the responsibility of Supplier, fulfilment is considered as having ended when installation is finished.

### **3. Liability for defects**

You can initiate a demand of liability for defects against Supplier, if latter performs inappropriately, based on the regulations of Civil Code, and Government Regulation 373/2021. (VI.30.).

You - based on your choice - can choose between the following liability for defects: You can ask for repair or replacement, except if none of these are impossible to perform or would mean a disproportionately high cost for Supplier compared to other demands. During determining a disproportionately high cost, Supplier shall consider every circumstance, including the value of the service in case of faultless condition and the extent of termination of contract. In case Supplier has not agreed to repair or replace the product or Supplier is unable to fulfil this obligation in time because of the specifications of the product and being aware of Your purposes, with no harm on Your interests or in case Your interests in repairing or replacing the product is lost, You can ask for proportional reduce of the price or can cancel the contract but cannot repair the product on its own at the expense of Supplier and cannot have the product repaired by anyone else either.

You have the right to request proportional reduction of the price - corresponding to the weight of the breach of the contract, or terminate the sales agreement if

- Supplier failed to perform or refused to repair or replace the product or performed it but not or not fully took the covering costs of taking back the product.
- repeated failure happened despite of the fact that Supplier had attempted to make the fulfilment contractual;
- the failure of fulfilment is so severe that it fully justifies an immediate discount or the immediate termination of the contract; or
- Supplier has not agreed to make the product contractual or it is obvious from the circumstances that Supplier will not be able to undertake its contractual obligation within a reasonable time period or without causing significant conflict of interest for you.

Reduction of the price is proportional if it is equal with the difference between the value of the service when it is performed contractually and the value of the service actually provided for You.

Your right of terminating the contract out of Implied warranty can be exercise with a statement a statement addressed to Supplier about expressing his/her decision of terminating the contract.

In case defective performance affects only a part of the sold goods under the sales agreement on which part the right of withdrawal applies to, you can terminate the contract for goods which are affected with the defect but also has the right to terminate the contract in connection with the other purchased goods as well in case keeping only the defected goods cannot reasonably be expected from you.

In case You refer to defective performance as the reason of terminating the contract, it is Supplier's obligation to prove that the fault is insignificant.

You have the right to hold back the remaining part of the sales sum partly or wholly - following the seriousness of the breach of contract - until Supplier does not fulfil its obligations in connection with contractual fulfilment and defective performance.

You may change from the right to liability for defects to another, however, the cost of this must be paid by You except if it was necessary or Supplier has given a reason for it.

You must communicate any kind of faults immediately after noticing them, or within no more than two months. In case of contracts between Consumer and business, faults which are communicated within two months after being discovered, must be considered as faults communicated without delay. Entitled person is responsible for any damages that was caused by any delay in notice. At the same time, Supplier draws Your attention to the fact that You cannot realize Your right to liability for defects after two years of fulfilling contract.

You can realize your demands related to liability for defects by communicating the fault, if you prove that product or service has been provided by Supplier. However, you are obliged to prove that fault was already existent at the time of delivery if one year has already passed after accomplishment.

Supplier is obliged to repair or replace the product - which applies to the characteristics of the product and also to the purpose of the product that is expected by you - within a reasonable period of time. Reasonable time has to be calculated from the time you communicated the failure to Supplier.

The product has to be submitted to Supplier responsible by you for repairing or replacing it. Costs in connection with fulfilling warranty obligations have to be paid by Supplier.

Supplier is obliged to organize taking back the goods on its own cost. If the act of replacing or repairing the product affects removing any goods which had been - due to their nature - installed before the defect occurred, the obligation to repair or replace the product involves removing the defected product and installing the replacement or repaired product or has to bear the costs of removing and re-installing the product.

In case you terminate the contract fully or partially in connection with part of the goods provided under contract, you have to send the affected product(s) back to Supplier at the expense of Supplier and Supplier has to pay the completed purchase price back immediately as soon as the product(s) of the verification of return was taken over by Supplier.

#### **4. Product warranty**

In case of faults with goods (products), you can exercise your rights to liability for defects (See Point 3) or product warranty.

According to product warranty demand, you can only ask for repair or exchange of faulty

product.

Product is faulty if it does not meet valid quality standards at the time of marketing or does not have the qualities described in the manual released by producer.

You may exercise Your demand for product warranty within two years after producer marketed the product. After this deadline this right is lost.

You can exercise Your product warranty right against producer or distributor of goods. If You want to exercise Your demand for product warranty, it is Your responsibility to prove the fault of the product.

Producer or Supplier are freed from their commitment to fulfil product warranty demands only if they can prove that:

- product was not made or distributed during their Supplier activities, or
- fault could not be discovered at the time of marketing, taking into consideration scientific and technological developmental phases, or
- fault of product is the result of an Act or compulsory official regulation.

Proving one reason by producer or Supplier is enough.

You cannot lay claim to liability for defects and product warranty at the same time. However, in case of a successful claim for product warranty, you can exercise Your demand for liability for defect concerning exchanged product or repaired part against producer.

## **5. Compulsory Guarantee**

According to Act V of 2013 of Civil Code of Government Regulation 151/2003. (IX.22) on 'compulsory warranty of some durable consumer goods' and to NGM Regulation 19/2014. (IV.29) (hereafter NGM Regulation) on 'rules of procedure of handling remedies and warranty claims of goods sold within the framework of a contract between customers and a businesses' Supplier must give compulsory warranty on some goods in case of defective execution towards User taken as Consumer.

Duration of warranty:

- A period of two years in case the sales price is more than 10 000 HUF but no more than 250 000 HUF,
- A period of three years in case the sales price is more than 250 000 HUF.

The calculation of the sales price is based on currency exchange rates published by Magyar Nemzeti Bank (Hungarian National Bank) on the day of purchasing the product, rates are available at <https://www.mnb.hu/arfolyam-lekerdezes>.

The period of warranty starts on the day when the product is handed over to User or in

case installing is done by Supplier or his agent the starting point is the day of installing.

In case installing of the product happens by User or his/her agent more than six months after the day of handover, the period of warranty starts on the day the product was handed over.

In case of fixing consumer goods the period of warranty is prolonged from the day of handover by the period User was unable for intended use of consumer goods because of its failure.

In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies and it malfunctions during the law justify compulsory warranty period User can implement the same claims against Supplier as in case of liability for defects. User has the possibility - according to the order written under the title 'Liability for defects' - to ask for repair, replacement, discount or withdrawal of the contract.

User's request for repair can be reported at the headquarter of Supplier, at any of Supplier's establishments, branches or at repairers indicated in the warranty ticket given by Supplier based on User's choice.

The User can exercise his/her rights arising from the warranty with the warranty card provided to him/her, the irregular issuance of the warranty card or failure to provide the warranty card does not affect the validity of the warranty. In case the warranty certificate is not provided, the conclusion of the contract shall be considered proven, if the User presents a receipt confirming the payment of the consideration. Returning the opened packaging of the consumer product is not a condition for fulfilling the warranty claim.

Special requirements (e.g. periodic review) may be imposed on the User who is considered a consumer in order to properly put a consumer item into operation or to keep it in operation, provided that proper commissioning or maintenance cannot be ensured otherwise, and fulfilling the requirement does not impose a disproportionate burden on the User. If such special requirements apply to the given product, the Supplier will provide the User with the information necessary for proper commissioning and/or maintenance at the same time as the product is handed over.

Supplier can be exempted from the obligation of warranty only in case it can be proved that the defect appeared after fulfillment.

In case there is no expressed written commitment Supplier cannot ensure that the goods is available for every special purpose User might want to use it. Supplier has the right to have the indicated defect of the purchased goods checked by a special service. In case it comes to light that the defect is a result of a misuse of the product, User will be charged with the cost of repairing. The commitment of warranty does not cover cases in which the goods was taken apart, coverage was split or opened, its construction was changed by any unauthorized persons. Furthermore, warranty does not cover defects that comes from:

- wrong installation,
- misuse,

- wrong place in service,
- skipping compulsory maintenance,
- physical damage.

In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies, Supplier provides a warranty ticket with the goods or sends an electronic warranty ticket bearing an electronic signature and also ensures its availability via downloading. Supplier is obliged to transfer the warranty ticket via electronic means no later than the following day of handover or installation. In case User can reach the warranty ticket via downloading, Supplier is obliged to make sure that the warranty ticket could be reached and downloaded unchanged until the end of the warranty period.

The list of durable consumer goods is contained in the annex to IM Decree 10/2024 (VI. 28) on the definition of the range of durable consumer goods covered by the mandatory warranty.

In case Supplier ascertains during the first repair that the product cannot be repaired, Supplier is obliged to change the product within eight days unless otherwise specified by User. If this is not possible, the Supplier is obliged to refund to the User the purchase price indicated on the warranty card or, failing this, on the receipt proving the payment of the product consideration presented by the User - on the invoice or receipt issued on the basis of the General Sales Tax Act - within eight days. This provision does not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, recreational vehicles, caravans, trailers, and motorized watercrafts.

If the product fails again after being repaired three times within the warranty period - unless otherwise ordered by the consumer, the Supplier is obliged to replace the consumer product within eight days. If it is not possible to exchange the consumer item, the Supplier is obliged to pay the consumer the purchase price indicated on the warranty card or, failing that, on the receipt proving payment of the consideration for the consumer item presented by the consumer - on the invoice or receipt issued on the basis of the General Sales Tax Act - within eight days to refund. This provision does not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, recreational vehicles, caravans, trailers, and motorized watercrafts.

If the consumer item is not repaired by the thirtieth day from the notification of the repair request to the Supplier, - unless otherwise ordered by the consumer - the Supplier is obliged to replace the consumer item within eight days after the ineffective expiration of the thirty-day deadline. If it is not possible to replace the consumer item, the Supplier is obliged to pay the purchase price indicated on the warranty card or, in the absence of this, on the proof of payment of the consideration for the consumer item presented by the consumer - on the invoice or receipt issued on the basis of the General Sales Tax Act - after the thirty-day rectification deadline has expired without success to be refunded to the consumer within the following eight days. This provision does not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, recreational vehicles, caravans, trailers, and motorized watercrafts.

The user can assert an accessory warranty and warranty claim, as well as a product warranty and warranty claim at the same time, parallel to each other due to the same fault. If, on the other hand, the User has once successfully asserted his/her claim resulting from defective performance due to a specific error (for example, the Supplier replaced the product), he/she may no longer make a claim for the same error on other legal grounds.

## **6. Right of withdrawal**

Consumers can exercise their right of withdrawal within 14 days without any explanation concerning this contract.

Provider ensures the 14 days withdrawal period required by the applicable legislation for User for 30 days under the conditions laid down below.

Deadline of withdrawal

a) in case of contract about sale and purchase of products: expires after 30 days counting from the day when you or a third person - apart from the delivery man - denoted by you take over the product;

b) in case of more than one product: expires after 30 days counting from the day when you or a third person - apart from the delivery man - denoted by you take over the product;

c) in case of providing a product consisting of more items or parts: on the day when you or third person -apart from the delivery man - denoted by you take over the last item or part of product.

d) and in case of points a), b) and c) you can exercise your right of withdrawal between the day of contracting and the day of takeover.

Withdrawal declaration can be made in any form, orally or written.

**If You want to exercise Your right of withdrawal, You must forward an obvious declaration of withdrawal to one of Supplier's contact channels.**

### **Goal Hungary Kft.**

Headquarters: 11 Gazdasági dűlű, Helvécia, 6034 Hungary (Magyarország, 6034 Helvécia, Gazdasági dűlű 11.)

Postal address: 36 Kűkűllű Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Kűkűllű u. 36.)

Telephone number: +36 70 386 25 08

E-mail address: info@totallsport.com

**You can use a declaration sample to exercise your right of withdrawal on the following link:**

Desistance declaration

or can copy its content from here:

...

### **Sample of withdrawal declaration**

(Only fill in and send back if you have an intention to withdraw from the contract.)

Addressee: **Goal Hungary Kft.**

Postal address: 36 Küküllő Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Küküllő u. 36.)

E-mail: info@totallsport.com

..... as undersigned I declare that I exercise my right of withdrawal concerning the contract of sale and purchase of the following product(s):

Time of contracting/time of takeover:

Name of consumer:

Address of consumer:

Signature of consumer (exclusively in case of a written declaration):

Date:

...

You exercise Your right of withdrawal in time if they send a written withdrawal declaration or gives an oral notice on the day of deadline. It is your responsibility to exercise your right of withdrawal in an appropriate form and keep deadlines described here.

Opened packaging and usage of product related to diagnosing its character and functioning do not foreclose exercising the right of withdrawal.

Returning products must be organized and covered by You. The product can also be returned in person, after making a prior appointment with customer service. If the Supplier also sells the goods in the business premises, You exercises your right of withdrawal in person at the Supplier business premises, You are entitled to return the goods to the Supplier at the same time.

### **Legal effects of withdrawal**

If You withdraw from the contract Supplier refunds all counter-services accomplished by you immediately or no more than within 14 days after arrival of your withdrawal



declaration, including delivery costs (except for extra fees that have arisen because you have chosen a more expensive delivery option than Supplier usually offers at the lowest price). During refund, Supplier uses the same form of payment as in original transaction, except when you explicitly consents to using a different form of refund, and you does not have to bear any extra costs as a result. In case of sale and purchase contracts, Supplier can withhold refund as long as it has not received product, or you have not proven that they sent the product back: the earlier date must be attended to.

You must return or hand over the product without any unreasonable delay to Supplier, but within 30 days after the arrival of their withdrawal declaration. Deadline is considered to be kept if they send product before the 30-day deadline is over. You bear the direct cost of returning the product.

You can only be taken responsible for devaluation of product if usage has exceeded the level of reasonable use in order to diagnose the character, qualities and functioning of product. This regulation can only be applied to products other than goods with sanitary packaging.

**You must organize and cover the return of the products in person, after having arranged an appointment with customer service.**

In case of withdrawal, Supplier must refund the price of product and cost of carriage to You.

**You can not exercise Your right of withdrawal if:**

Consumers can not exercise their right of withdrawal based on Edict 45/2014 (II 26) § 29 (1) (45/2014. (II. 26.) Korm. rendelet 29. § (1)):

- products delivered in closed packaging, cannot be returned after being opened because of health or sanitary conditions (right of withdrawal can be exercised before opening the package),
- in case of non-pre-manufactured products that has been produced based on User's specific demands and requests, or has been explicitly customized to User's needs,
- furthermore, in cases of purchasing sound and picture recordings in closed packaging, or a copy of computer software, if User has opened packaging after handover (before opening packaging, the right of withdrawal can be exercised).

## **7. Resizing Service**

In case of any problems with the size of the product User can ask for changing the it.

User has to notice Provider about his/her need for Resizing Service within 30 working days after handing over the product.

In case of asking for Resizing Service, Provider takes responsibility for organizing the return of the not fitting product and the delivery of the right-sized product from and to

User.

Provider takes responsible for any delivery costs in connection with returning and delivering the wrong-sized product. Provider organizing the delivery in connection with the exchange.

User is able to ask for Resizing Service only in case of having a Hungarian delivery address.

Provider agrees to carry out the exchange of product only if the asked sized, typed and coloured product is available.

Resizing Service is not an obligation of Provider, therefore additional conditions can be determined solely through specific consultations.

## **8. Possibilities of making a complaint, conciliator forums**

We are informing You about the possibilities of making complaints and turning to a conciliator body by referring to related regulations of general terms and conditions.

8.1. You can complain to Supplier in a letter, on the phone and in an e-mail about problems with Supplier's services, members, employees or about its attitude, activity or default related to distribution and sale of product to You and quality of product using the following channels:

### **Goal Hungary Kft.**

Headquarters: 11 Gazdasági vineyard, Helvécia, 6034 Hungary (Magyarország, 6034 Helvécia, Gazdasági dűlő 11.)

Postal address: 36 Küküllő Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Küküllő u. 36.)

Telephone number: +36 70 386 25 08

E-mail address: info@totallsport.com

Supplier examines oral complaints immediately, if necessary, acts at once. Should this not be possible or User does not agree, and written complaints are replied to within thirty days in written in a substantive and verifiable manner.

In case you do not agree with Supplier's acts or it is not possible to investigate the complaint immediately, Supplier is obliged to make a report without delay about the complaint and also about Supplier's position and handing over the second copy to you on the spot in case of a verbal complaint given personally or in case of a verbal complaint given on the phone or electronically, Supplier shall send it attached to the written response.

Supplier shall allocate your complaint with an individual identification number when the complaint happens on the phone or electronically.

Supplier shall properly justify if the complaint is refused.

The report of the complaint shall consist the followings:

- your name and address,
- place, time and way of proposing the complaint,
- detailed description of your complaint, list of data, documents and any other evidence presented by you.
- Supplier's declaration about their point of view on your complaint in case an immediate investigation is possible,
- the person's name who takes the report and your signature - except if the complaint happens on the phone or electronically,
- place and time of taking the report,
- the individual identification number - in case the complaint happens on the phone or electronically.

The company is obliged to keep the report of the complaint and the second copy of the answer for three years and to represent it to any audit authority if they are asked to do so.

In case of refusing the complaint, Supplier is obliged to inform you in writing which authority or conciliator body he or she can turn to with his/her complaint to institute legal proceedings - according to the nature of the case. Moreover, the information has to comprise the headquarter, telephone and Internet availability and postal address of the competent authority and of the conciliator body competent according to the place of residence or stay of the claimant. The information shall also include that the company intends to use the proceedings of the conciliator body with a view to facilitating a settlement.

In case the consumer dispute between you and Supplier cannot reach a settlement, you can turn to the following authorities.

## 8.2. Possibility of turning to a conciliator

User (consumer) can ask for the proceedings of a conciliation without any charge regarding the quality, safety of products, applying product responsibility rules, quality of services, furthermore, contracting between parties and accomplishment of contract.

The conciliation board of the consumer's place of residence or place of stay is responsible for the procedure.

Competence of conciliation boards:

Jurisdiction of Budapest Conciliation Board:

Budapest;

Jurisdiction of Baranya County Conciliation Board:

Baranya County, Somogy County, Tolna County;

Jurisdiction of Borsod-Abaúj-Zemplén County Conciliation Board:

Borsod-Abaúj-Zemplén County, Heves County, Nógrád County;

Jurisdiction of Csongrád-Csanád County Conciliation Board:  
Békés County, Bács-Kiskun County, Csongrád-Csanád County;

Jurisdiction of Fejér County Conciliation Board:  
Fejér County, Komárom-Esztergom County, Veszprém County;

Jurisdiction of Győr-Moson-Sopron County Conciliation Board:  
Győr-Moson-Sopron County, Vas County, Zala County;

Jurisdiction of Hajdú-Bihar County Conciliation Board:  
Jász-Nagykun-Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár-Bereg County;

Jurisdiction of Pest County Conciliation Board:  
Pest County.

The contact details of the conciliation boards can be found at <https://www.bekeltetes.hu/index.php?id=testuletek>.

In the absence of the Consumer's place of residence and place of stay in Hungary, the conciliation board competent according to the Supplier's registered office is competent:

**Csongrád-Csanád Vármegyei Békéltető Testület**  
(Csongrád-Csanád County Conciliation Board)

Address: 6721 Szeged, Párizsi krt. 8-12. (8-12, Párizsi Blvd., Szeged, 6721, Hungary)

Telephone: +36 62 554 250/118

E-mail: [bekelteto.testulet@csmkik.hu](mailto:bekelteto.testulet@csmkik.hu)

Website: <https://www.bekeltetes-csongrad.hu/>

Based on the consumer's request, the conciliation board specified in the consumer's request is responsible for the procedure instead of the competent board as described above.

Supplier must co-operate in the proceedings of a conciliation board.

Consumer can ask for a different conciliation board than the ones indicated above.

The conciliation board provides a personal hearing for consumers once a week, if necessary, in the municipality cities located in its area of jurisdiction, upon the consumer's request. In his/her request, the consumer may indicate a different conciliation body than the above.

The conciliation board - if the consumer does not separately request a personal hearing - will hold the hearing in online form without personal presence, by means of an electronic device that provides simultaneous audio and video transmission.

If the consumer requests so, the conciliation board will hold a personal hearing.

In the online hearing, the representative of the company authorized to create a settlement must participate online. If the consumer requests a personal hearing, the company's representative who is authorized to create a settlement must at least participate in the hearing online.

In the case of a decision containing an obligation, the cost of the procedure shall be paid by the company on whose account the conciliation board decided the case. If the consumer's request is rejected, the parties bear their own costs.

The conciliation board is a professionally independent body operated by the designated county (capital) chambers of commerce and industry. They are competent to deal with consumers' legal disputes as described above out of court: they try to reach agreements, and if this is unsuccessful, make a decision in order to provide enforcement of consumer rights in an easy, effective and cost-saving way.

Conciliation boards give advice to consumers and businesses about rights and obligations of consumers.

8.3. If User lives in the European Union, they may draw on the online device of the European Commission to sort out disputes regarding products and services bought on the Internet.

### **Online device of the European Commission to sort out disputes**

Website: <https://webgate.ec.europa.eu/odr>

The EU has created this Internet-based platform for consumers who want to make complaints about products or services bought online, and would like to ask a neutral third party (a conciliator board ) to handle their complaints.

You can find further details about the online dispute management platform, its usage and the way disputes are handled on a website accessible through the link above.

8.4. User can ask for the proceedings of the county government agency in their area of residence, as consumer protection authority, concerning complaints about quality of the content, as well as complaints about attitude, activities or faults of Supplier (its members, employees), quality of services and application of regulations about responsibility. The website <https://kormanyhivatalok.hu/> gives information about channels to the competent government agency for each district.

User may also communicate their complaint to the authority for consumer protection in the district of Supplier's headquarters:

**Bács-Kiskun Vármegyei Kormányhivatal**  
**Közlekedési, Műszaki Engedélyezési és Fogyasztóvédelmi Főosztály**  
**Fogyasztóvédelmi Osztály**

**(Government Office for Bács-Kiskun County, Major Department of Vehicular and Consumer Protection, Department of Consumer Protection)**

Address: 6000 Kecskemét, Szent István krt. 19/A. (19/A Szent István Blvd. Kecskemét 6000)

Postal address: 6000 Kecskemét, Szent István krt. 19/A.(19/A Szent István Blvd. Kecskemét 6000)

Telephone: +36 76 795 710

Fax: +36 76 795 721

E-mail: [fogyasztovedelem@bacs.gov.hu](mailto:fogyasztovedelem@bacs.gov.hu)

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/bacs-kiskun/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

### 8.5. Representative action

Organizations authorized to do so may initiate representative actions against businesses that violate EU and Hungarian consumer protection law. Organizations can ask the court to stop or prohibit illegal behaviour affecting consumers, remedy the violation, compensate, repair or even reduce the price.

The consumer directly cannot start and generally cannot initiate a representative action directly by reporting it. An exception to this is the public prosecutor's office, to whom you can submit a request, in which you can initiate that the public prosecutor's office consider filing a representative action. Tasks related to consumer protection are carried out by the General Prosecutor's Offices, whose contact details can be found here: <http://ugyeszseg.hu/ugyeszsegek/fogyeszsegek/>

The representative action is initiated by the public interest prosecutor, but it can be initiated by anyone at the prosecutor's office. The initiative is free for all consumers. The public prosecutor decides on the filing of a representative action and goes to court if the legal requirements are met. The representative action is initiated by the prosecutor not in the interest of the individual consumer (reporter), but in the interest of all persons who are or may be affected by the infringement. Consumer interests are represented in court by the public interest prosecutor, consumers are not personally involved in the lawsuit, so there is no need to arrange for legal representation, and they are not charged legal fees.

The other authorized organizations become aware of activities infringing consumer interests ex officio, through consumer reports received by them, as well as through official inspections, against which they can also initiate a representative action based on a decision made within their own competence.

The list of authorized organizations entitled to initiate representative actions is published on the website of the minister responsible for consumer protection. The list of authorized organizations is available by clicking [here](#).

### 8.6. Supervision concerning data management

User may exercise their opportunities to enforce their rights at Supplier as described in

Privacy Policy and also in court, as well as turn to the National Authority for Data Protection and Freedom of Information:

**Nemzeti Adatvédelmi és Információszabadság Hatóság**

(National Authority for Data Protection and Freedom of Information)

Address: 9-11. Falk Miksa Street, Budapest 1055, Hungary (Magyarország, 1055 Budapest, Falk Miksa utca 9-11.)

Postal address: P.O. Box 9 Budapest 1363, Hungary (Magyarország, 1363 Budapest, Pf. 9.)

Telephone: +36 1 391 1400

Fax: +36 1 391 1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Website: <http://www.naih.hu/>

If court procedure has been chosen - according to concerned User's choice - a lawsuit can be initiated at the court of justice in concerned party's place of residence or place of stay, as consideration lies in the competence of court of justice.

Download/print the document: [HERE](#)

2024.10.01.

Goal Hungary Kft.