

General Terms and Conditions

1. Operator of the website

These conditions are regulated by Hungarian and European Union legislation.

The website at <https://www.yepcontent.com/> Internet address is operated by

YEP CONTENT Korlátolt Felelősségű Társaság (YEP CONTENT Limited Liability Company)

Short name: YEP CONTENT Kft. (YEP CONTENT Ltd.)

Registration number: 01-09-373131 Company Registry Court of Budapest - Capital Regional Court (Fővárosi Törvényszék Cégbírósága)

Tax number: 28766782-2-42

Headquarters: 7 Kálvária Street Budapest 1089, Hungary (Magyarország, 1089 Budapest, Kálvária utca 7.)

Place of business: 7 Kálvária Street Budapest 1089, Hungary (Magyarország, 1089 Budapest, Kálvária utca 7.)

Telephone: +36 70 428 8288

E-mail address: yepcontent.academy@gmail.com

(Service Provider hereafter).

Service Provider's bank account data:

Name of bank: OTP Bank Nyrt.

Cash flow indicator number: 11763079-30659889-00000000

IBAN: HU61 1176 3079 3065 9889 0000 0000

Swift code: OTPVHUHB

Chamber registration number:

BU28766782 - Chamber of Trade and Industry of Budapest (Budapesti Kereskedelmi és Iparkamara)

2. Customer service

Users can contact Service Provider's customer service on the following contact details:

2.1. Telephone:

Telephone number: +36 70 428 8288 - it is not a premium rate telephone number!

Available on working days from 9 am to 5 pm

2.2. E-mail:

E-mail address: yepcontent.academy@gmail.com

Messages arrived on this way are answered within two working days of receipt.

3. Hungarian legislation

3.1. Website - defined by the Internet address above - (website hereafter) is operated by Service Provider and offers its services from Hungary. Consequently, Hungarian and European law applies Service Provider and Users as well in connection with this contract, precisely:

- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC

In addition, the following Hungarian regulations:

- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)

- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),

- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),

- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),

- Government Regulation No 373/2021. (VI.30.) laying down detailed arrangements on contracts related to business-to customer transactions as well as to digital content service and to provision of digital services (a fogyasztó és vállalkozás közötti, az áruk adásvételére, valamint a digitális tartalom szolgáltatására és digitális szolgáltatások nyújtására irányuló szerződések részletes szabályairól szóló 373/2021. (VI. 30.) Korm. rendelet),

- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),

- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),

- Decree No. 19/2014 (29th IV) by the Ministry for National Economy on Regulations Concerning the Process of Handling Warranty and Indemnity Claims Related to Products Sold by Businesses to Consumers Based on a Contract (a fogyasztó és vállalkozás közötti szerződés keretében eladott dolgokra vonatkozó szavatossági és jótállási igények intézésének eljárási szabályairól szóló 19/2014. (IV. 29.) NGM rendelet).

3.2. Times and periods mentioned in present general conditions of contract and usage

(terms and conditions or TC hereafter) are meant in CET.

3.3. Working days, non-working days and bank holidays are meant to be Hungarian working days, non-working days and bank holidays.

3.4. The language of contracting is English. Present Terms and Conditions and prospectus of the website are in English and Hungarian. In case of any misinterpretations as a result of linguistic differences, Hungarian texts are the standards.

4. Scope and subject of general terms and conditions

4.1. Present contracting terms and conditions are applied to services of the web page, usage of the web page, selling applications, videos that can be ordered at the web page (Contents hereafter).

4.2. Contracting parties:

4.2.1. Service Provider defined above as operator of the website and seller of products.

4.2.2. User as a person who orders any content from the web page and a person who visits the pages of the website. Users can be any natural people with legal capacity, including natural people from abroad. Any legal people or businesses without legal status, including legal subjects from abroad, may be considered as purchasers or customers according to present TC. Incapable or partly incapable subjects may contract with present contractual conditions according to regulations of CC (Ptk.).

4.3. Terms and conditions apply from placement on website until indefinite period.

5. General information about electronic contracting between parties being apart from each other

5.1. User can obtain the main characteristics of contents that can be ordered before sending orders at the web page where these characteristics are described .

5.2. The language of contracting is English. Present Terms and Conditions and prospectus of the website are in English and Hungarian. In case of any misinterpretations as a result of linguistic differences, Hungarian texts are the standards.

5.3. Orders placed on the website are legal declarations made by implicit conduct.

5.4. Service Provider has to confirm the arrival of an order without any delay on electric way. If the confirmation does not arrive at User within 48 hours, User is freed from offer commitments.

5.5. A contract is not considered to be a written contract until Service Provider does not file it and is later not available in a written form.

5.6. Service Provider has not undergone any behavior codex so it is not available at Service Provider.

5.7. Before the order confirmation, the User is informed about the price of the content, the methods for having access to content, possible payment methods and additional costs if any. In a specific case the service provider will contact the User for consultation.

5.8. User receives Terms and Conditions and documents necessary for rightful information in an e-mail confirming the order as an attached document. Content is actualized to the time of placing the order. Furthermore, User can download Terms and Conditions and other pieces of information from the link "Download/print the document: HERE" and can save and print them, or can have access to the latest version on the website.

6. Defining the price of purchase

6.1. User can get information about current prices of a content at the pages of the website where the details of a content is shown.

6.2. Prices shown with contents are gross consumer prices, so all prices shown at website are the total price including VAT. Regulations valid in the destination country of sale might affect a different tax content.

6.3. Consumer prices are given in Euros (EUR).

6.4. Prices indicated in confirmation of orders are gross consumer prices, just like any other costs, they include VAT and any other possible costs.

6.5. Service Provider reserves the right to change the prices of contents on its web page. Modification of prices does not affect prices of already ordered contents.

6.6. In case an incorrect price is added to a content because of an obvious mistake for everyone (e.g. '0' or '1' EUR or there is a price which has a different price category in order of magnitude which also seems as an obvious mistake for everyone, e.g. there is 10 EUR instead of 100 EUR) Service Provider is not obliged to purchase the content for the incorrect price therefore no contract is concluded to the content which was sold for the incorrect price. Service Provider may offer to sell the content at the correct price and User concerned to the given transaction can order the content for the correct price by giving a new order, User can obtain the legal right of using the embroidery design based on present Terms and Conditions.

7. Methods and steps of placing an order, contracting

7.1. Choosing the content

7.1.1. User can obtain the main characteristics of contents at the web pages where these

characteristics are described.

7.1.2. Sending an order can be launched by clicking on the button “CART” which can be found on the page of the required content.

7.1.3. In case Uses wishes to order more than one content, use the above describe method to put more contents into the cart.

7.1.4. In case there may be any questions about the content before sending an order, User shall feel free to call Service Provider’s costumer service (contacts can be found above under the headline ‘Customer service’). All details in connection with installing or using the purchased content will be enclosed to the e-mail message which contains the link to download. Therefore this message will only be sent electronically to User.

7.2. Placing and reconfirmation of orders, contracting

7.2.1. User can place orders online in the website on the following way.

7.2.2. Registration is not necessary in order to place an order, registration is not an option on the website.

7.2.3. User can check the content of his/her Cart by clicking on the button of a shopping cart on the header of the web page or by clicking on the button of ‘View Cart’ after choosing the required contents and placing them into the Cart.

7.2.4. User can modify the amount of the chosen content on the page where the content of the Cart is shown by rewriting the quantity or User can take out the contnt from the Cart by clicking on the button of ‘Remove’.

7.2.5. After clicking the button of ‘Pay desk’ User needs to give an e-mail address and also his/her billing information.

ATTENTION! In case of buying something as a taxable person with a tax number (e.g. economic operators, individual entrepreneurs, primary agricultural producers) giving name/company name, tax number and billing address is compulsory. The person who acts on the behalf of the taxable person as customer takes full responsibility for the accuracy of data and for giving real data.

7.2.6. During the order, the User has the option to subscribe to the newsletter service on the website by clicking on the checkbox next to the text section. Subscription to newsletters is voluntary, the lack of which shall not affect User’s options to receive any other services available at the web page.

7.2.7. In case User has a code for some discount User can obtain the benefit by writing the code next to ‘Coupons’ and clicking on the button of ‘Redemption’.

7.2.8. The same page shows the aggregated consumer price of complete order and gross fees of other costs, so the complete sum User needs to pay.

7.2.9. User needs to choose the payment method after clicking on the button of 'Continue to payment'.

7.2.10. Devices provided for identifying and correcting data input errors before sending contractual declaration:

7.2.10.1. Obvious errors occur during input of data are notified by cautionary messages throughout the process of ordering.

7.2.10.2. Contents of the cart, data and parameters of order can be checked, modified or even deleted at any time until placing an order, by modifying, re-typing data at the pages indicated above, and based on foregoing points of present chapter of TC.

7.2.11. User can send a valid order after checking the data of the order, correcting any mistakes, ticking 'Declaration of accepting Terms and Conditions' and clicking on the button of 'Sending Order'. After doing so, Service Provider will redirect to the page of the online payment service provider where User can pay.

7.2.12. Service Provider sends the link of the ordered content to User immediately after receiving the order and the payment in an automatically sent e-mail message. The link is sent to the e-mail address that was given during sending the order. After it User can download the content up to three times within the next 24 hours. The e-mail message contains the total amount of the payment in case of online payment. In case this acknowledgement is not received within 48 hours after sending the order, User is absolved of the obligation of binding. Acknowledgement shall be deemed to have been received when it becomes accessible for User (that is when it arrives at User's e-mail account).

7.2.13. Contract of the purchase of a content is realized when the contract of the purchase arrives at User's e-mail account.

7.2.14. Service Provider calls User's attention to check contents of reconfirmation of arrival of order and reconfirmation of acceptance of order. If any contents of reconfirmation are different from contents of the order, and User does not complain about these within 24 hours after receiving reconfirmation, then contract is based on the content of reconfirmation (not included the provisions involved incorrect prices). In case Service Provider has been notified about reconfirmation of a different content, Service Provider examines notification and modifies order if necessary.

7.3. If User requests deletion of their data necessary to fulfill their order, or protests against using them for such purposes, Service Provider requires a declaration about intention of resistance from ordering.

8. Follow-up correction of orders

8.1. If User would like to modify an already posted order, or has given incorrect data, they must notify Customs Service as soon as possible through one of the contact routes.

It is important to lose no time in doing this, so that Service Provider can correct the order before accomplishment.

8.2. In case of correcting an order, Service Provider sends a new reconfirmation to User with a modified content, based on which a new contract is realized, when there has been an incorrect but previously accepted order.

9. Terms of payment

9.1. Possible forms of payment:

9.1.1. Pre-payment through online payment service:

Pre-payment by the choice of User during sending an order through an online payment service provider.

Online payment service is provided by PayPal Inc. By drawing on the service, User can pay by bank card or a PayPal account

Paying by debit card, User provides data of debit card used for purchase directly and exclusively to PayPal (Europe) S.a.r.l. et Cie, S.C.A. 22-24, Boulevard Royal, 2449 Luxembourg, Luxembourg (PayPal) as they have been redirected to the website of PayPal. PayPal does not share debit card data with Service Provider.

Further details of online payment are included in the payment service contract conditions, which Users get acquainted with before payment on the surface of payment service where they are redirected to during ordering process.

9.1.2. Pre-payment through online payment service using a bank card:

Pre-payment by the choice of User during placing an order through an online payment by a bank card.

Online payment service is provided by SimplePay. By drawing on the service, User can pay by bank card.

User exclusively provides data of bank card used for purchase to SimplePay 17-19, Hungária Boulevard, 1143 Budapest, Hungary (Magyarország, 1143 Budapest, Hungária körút 17-19.), as they are redirected to website of SimplePay during payment process. SimplePay does not share debit card data with Service Provider.

Further details of online payment are included in the payment service contract conditions, which Users get acquainted with before payment on the surface of the payment provider where they are redirected to during ordering process.

9.2. In case Service Provider cannot accomplish the order because of reasons within its own circle of interest, it refunds the total price of content fee to User within 14 days after occur of hindrance.

10. Period of performance

10.1. Service Provider ensures downloading the purchased content by sending an e-mail message after having completed the online payment, after which User has 24 hours to download the content for up to three times.

10.2. If Service Provider cannot accomplish orders keeping the deadlines as described above, it informs User about performance hindrance immediately after it occurs.

11. Further regulations on downloaded contents

11.1. User can download the purchased content by following the instructions of the manual sent in the e-mail message which contains the download link after having successfully ordered and paid the content.

11.2. Content can solely be downloaded within 24 hours after its arrival at the e-mail account which was given during sending the order by using the download link. After 24 hours the download link expires.

11.3. Service Provider ensures three downloading possibilities for User per content.

11.4. Service Provider makes contents available in DNG format in case of a PC and in XMP format in case of a mobile phone.

11.5. Service Provider Makes the Manual available in PDF format which is necessary for installing content.

11.6. The device for use must have Lightroom 8.3. or its any newer version for running the content.

11.7. Service Provider does not apply any kind of codes or other possible technical solutions to restrict downloading the purchased content.

11.8. By purchasing a content User gets permissions to the followings. User:

11.8.1. can download the purchased content only to his/her own device,

11.8.2. cannot give or make available the purchased content to anybody in any forms,

11.8.3. cannot use the purchased content for educational purposes in any forms,

11.8.4. cannot use the purchased content for business purposes in any forms,

11.8.5. cannot disclose the purchased content to the public for any purposes

12. Defective performance, warranty, indemnity, right of withdrawal/termination

12.1. Defective performance

12.1.1. Service provider performs defective if any digital content or digital services do not match quality standards of the time of contracting or as it is stated in law.

12.1.2. Service Provider does not perform defectively if User had knowledge about the fault at the time of contracting, or should have known about the fault at the time of contracting.

12.1.3. Service Provider performs defectively when the fault of digital content service or digital service provision comes from inefficient integration to User as a consumer's digital environment, to the extent that

- The integration of digital content or digital service was done by Service Provider or it was done under Service Provider's direct responsibility; or
- the digital content or digital service has to be integrated by User and the inefficient integration has been caused by shortcomings of the integrating commands given by Service Provider.

12.1.4. In the case of a User as a consumer purchase,

- in case the contract provides for a single service or for series of specific service actions, Service Provider has to take responsibility for defects - including security updates as well as updates that are necessary for keeping up the conformity with the contract -, which exist at the date of settlement in case of digital content service and digital service provision;

- in case the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, Service Provider takes responsibility for defects of digital content or digital services when the defect happens or become identified during the period of time defined by the contract.

12.1.5. In the case of a User as a consumer purchase, if the contract provides for a single service or for series of specific service actions, unless proved otherwise, any lack of conformity which becomes apparent within one year of settlement shall be presumed to have existed at the time of the settlement.

12.1.6. In the case of a User as a consumer purchase, if the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, the burden of proof falls on Service Provider that the defected service identified during the time period of the contract was provided in accordance with the contract during the time period of it.

12.1.7. Detective performance cannot be identified if the User as a consumer was informed by separate note at the time of the conclusion of the contract that some specific properties of the digital content or digital services are different from the requirements of a contractual performance or from the requirements of updating procedures that are necessary for maintaining contractual performance and User accepted this difference separately and expressly at the time of the conclusion of the contract.

12.1.8. Detective performance cannot be identified if Service Provider proves that User as a customer's digital environment is not compatible with the technical requirements of the digital content or digital service and User was notified clearly and in an accessible manner about it before the conclusion of the contract.

12.1.9. User as a consumer is obliged to cooperate with Service Provider that Service Provider could make sure whether the cause of defective performance is caused by User's digital environment or not - by using technically available equipment which cause the smallest possible impact on User.

12.1.10. In case User as a consumer does not fulfill cooperative obligations described above after having been informed about this obligations before the time of the conclusion of the contract clearly and in an easily understandable manner, it is for the User to prove that

- in case of a contract contract provides for a single service or for series of specific service actions, the defect which was identified within one year from the date of settlement, existed at the date of settlement, or
- in case the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, the service - which was affected by the defect during the time period of the contract - was not performed contractually during the time period of the contract.

12.2. Liability for defects

12.2.1. User can initiate a demand of liability for defects against Service Provider, if latter performs inappropriately, based on the regulations of Civil Code, where User is a consumer, based on Civil Code and Government Regulation 373/2021. (VI.30.).

12.2.2. User - based on their choice - can choose between the following liability for defects: can ask for repair or replacement, except if non of these is impossible to perform or would mean a disproportionately high cost for Service Provider compared to other demands. User as a consumer, during determining a disproportionately high cost Service Provider shall take into account every circumstances, including the value of the service in case of faultless condition and the extent of termination of contract. In case Service Provider has not agreed to repair or replace the product or Service Provider is unable to fulfill this obligation in time because of the specifications of the product and being aware of the User's purposes, with no harm on User's interests or in case User's interests in repairing or replacing the product is lost:

- User as a consumer 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 Service Provider and cannot have the product repaired by anyone else either;
- User as not a consumer can ask for proportional reduce of the price or can repair the product at the expense of Service Provider or can have the product repaired by someone else or can cancel the contract.

12.2.3. During the time of exercising the right of Implied warranty for repair or replacement, depending the technical characteristics of the digital content or digital

service, Service Provider can choose the way of making the digital content or digital service contractually.

12.2.4. During User as a consumer exercising his/her right of Implied warranty for repair or replacement, Service Provider is obliged to make the performance contractually with free of charge within reasonable time of User's communication about the defect - without causing significant inconvenience to consumer, in view of the purpose and character of digital content or digital services. Reasonable time has to be calculated from the time when User communicated the failure to Service Provider.

12.2.5. User as consumer has the right to request proportional reduction of the price - corresponding to the weight of the breach of the contract or terminating the contract of digital content service or digital service provision in case

- repair or replacement is impossible or would cause disproportionate extra costs for Service Provider;
- Service Provider did not fulfill the obligation of making the settlement contractual without any extra charge and within reasonable time following of that communication - without causing significant inconvenience to consumer, in view of the purpose and character of digital content or digital services;
- repeated failure happened despite of the fact that Service Provider had attempted to make the fulfillment contractual;
- the failure of fulfillment is so severe that it fully justifies an immediate discount or the immediate termination of the contract; or
- Service Provider has not agreed to make the service contractual or it is obvious from the circumstances that Service Provider will not be able to undertake its contractual obligation within a reasonable time period or without causing significant conflict of interest for User.

12.2.6. In the case of a User as a consumer purchase 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 User.

12.2.7. In case the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, proportional reduction of the price should cover the duration when the service was not contractually.

12.2.8. In the case of a User as a consumer purchase User's right of terminating the contract out of Implied warranty can be exercise with a statement a statement addressed to Service Provider about expressing his/her decision of terminating the contract.

12.2.9. In case User as a consumer refers to defective performance as the reason of terminating the contract, it is Service Provider's obligation to prove that the fault is insignificant.

12.2.10. User as a consumer has the right to hold back the remaining part of the sales sum partly or wholly - following the seriousness of the breach of contract - until Service Provider does not fulfill its obligations in connection with contractual fulfillment and defective performance.

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

12.2.12. User considered as Consumer must communicate 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, Service Provider draws User's attention to the fact that User can not realize their right to liability for defects after two years of fulfilling contract.

12.2.13. Costs in connection with fulfilling warranty obligations have to be paid by Service Provider.

12.2.14. In case Service Provider fails to fulfill its obligation to provide service without unjustifiable delay and in the freshest possible version, User as a consumer obliged to draw the attention of Service Provider to fulfill its obligations. In case Service Provider fails to fulfill serving or providing digital content or digital services without delay or within the additional time for performance accepted by the parties despite of being communicated, User has the right to terminate the contract.

12.2.15. User as a consumer may terminate the contract without drawing Service Provider's attention to fulfill its obligations in case

- Service Provider has not agreed to provide digital content or digital service or it is obvious from the circumstances that Service Provider will not provide digital content or digital service; or
- it is obviously seen from the agreement of the parties or from the the circumstances prevailing during the conclusion of the contract that fulfilling the obligations in the time laid down in the contract is indispensable for User and Service Provider fails to fulfill it.

12.3. Guarantee

Service Provider does not distribute any product that is laid in any regulations of compulsory guarantee, furthermore Service Provider does not incur any voluntary guarantee.

12.4. Right of withdrawal

12.4.1. User cannot benefit from the right of withdrawal in case of downloaded contents as they are part of digital contents which are not supplied on a tangible medium when Service Provider starts fulfillment with the prior consent of User and in the same time of this consent User declared that User acknowledged the fact that He/She would lose the right of withdrawal after starting fulfillment.

12.4.2. In case of online accessible contents fulfillment starts when the download link is sent to the e-mail account given during sending orders, therefore becoming available for

Users - furthermore by doing so contract is considered to be fulfilled by Service Provider.

13. Exclusion of liability

13.1. Service Provider is not bound by contracting commitment grounded in law. It makes decisions freely about accepting or refusing Users' orders. Service Provider does not take responsibility for any damage arising from these.

13.2. Service Provider does not guarantee that User can use products for any kind of purposes which had not been consulted with Service Provider before the conclusion of the contract or Service Provider did not confirm its applicability during consultations. The guideline given in the description of product and the user's manual is only a normative. However, Service Provider cannot take responsible for any deviance resulting from concrete circumstances of usage.

13.3. Service Provider does not take any responsibility for direct and indirect damages resulting from malicious use of the website or inaccessibility of Internet service provider. Service Provider cannot be held responsible for technical disturbances, for example power or computer network failure. Considering the fact that the Internet is an open, unsafe network, Service Provider is not liable for damages caused by consummation, delayed arrival or other faults of messages and orders that have been sent in an electronic form.

13.4. Service Provider may abolish the possibility to use the website for all Users at any time without any explanation by finishing the operation of website. In such cases it fulfills valid and accepted orders and other requests of Users, however, it is not liable for other possible consequences.

13.5. Images of contents may differ from reality, in some cases they are illustrations. Service Provider is not liable for possible previously unannounced changes in manuals which are beyond its control.

13.6. If User has provided data of order erroneously and/or not precisely, Service Provider is not liable for delays or other problems, faults and damages as result of these.

13.7. Contents downloaded by following external references on the website are not influenced by Service Provider. Based on authorized party's request, Service Provider deletes or modifies links. Service Provider does not take any responsibility for contents appearing after using such link or downloading any contents.

14. Other regulations

Service Provider reserves the right concerning legal protection related to contents found at website and regulations about using website, enforcement and change of regulations in case of Users who have not ordered anything but are browsing website. Rules and

declaration about this can be found continually at website in Legal Declaration, in present TC and further informative documents.

15. Data processing and data protection

Information about Service Provider's processing activities can be found in "Privacy Policy" and "Cookies Policy".

16. Modifying contractual conditions

16.1. Service Provider reserves the right to modify contractual conditions unilaterally without any prior notice and notification.

16.2. Contractual conditions that applies to contracts based on individual orders are always attached to the contract's final reconfirmation - that creates the contract itself.

17. Normative law, legal disputes

17.1. Contractual partners declare that they act based on the requirements of good-will and fairness in co-operation while exercising their rights and fulfilling their requirements sequence to present contractual conditions

17.2. Contractual partners mutually co-operate in order to settle possible affairs out of court in the shortest time and cheapest possible way. If this does not reach a satisfactory solution, Users may bring their complaint to their district court of residence or to Pest Central District Court (Pesti Központi Kerületi Bíróság) as of Service Provider's residence.

17.3. In questions not settled in present contract these provisions of Hungarian and Community legislation and regulations are normative:

- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC

In addition, the following Hungarian regulations:

- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)
- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),
- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),
- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers

and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),

- Government Regulation No 373/2021. (VI.30.) laying down detailed arrangements on contracts related to business-to customer transactions as well as to digital content service and to provision of digital services (a fogyasztó és vállalkozás közötti, az áruk adásvételére, valamint a digitális tartalom szolgáltatására és digitális szolgáltatások nyújtására irányuló szerződések részletes szabályairól szóló 373/2021. (VI. 30.) Korm. rendelet),
- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),
- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),
- Decree No. 19/2014 (29th IV) by the Ministry for National Economy on Regulations Concerning the Process of Handling Warranty and Indemnity Claims Related to Products Sold by Businesses to Consumers Based on a Contract (a fogyasztó és vállalkozás közötti szerződés keretében eladott dolgokra vonatkozó szavatossági és jótállási igények intézésének eljárási szabályairól szóló 19/2014. (IV. 29.) NGM rendelet).

18. Complaint, prosecution of law, supervision of Service Provider

18.1. Complaint

18.1.1. User may complain to Service Provider in letter, on the phone and in an e-mail about problems with Service Provider's services, members, employees or about attitude, activity or default related to distribution and sale of product to User and quality of product using the following channels:

YEP CONTENT Kft. (YEP CONTENT Ltd.)

Address: 7 Kálvária Street Budapest 1089, Hungary (Magyarország, 1089 Budapest, Kálvária u. 7.)

E-mail address: yepcontent.academy@gmail.com

Service Provider 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 form.

18.1.2. Possibility of turning to a conciliator

User (consumer) can ask for the proceedings of a conciliator without any charge regarding the quality of the content furthermore, regarding contracting between parties and accomplishment of contract.

If Consumer has a place of residence or place of stay in Hungary, chamber of commerce

and conciliator boards operating in that county (or in the capital) are entitled to act. Contact information of these conciliator boards can be found here: <https://www.bekeltetes.hu/index.php?id=testuletek>.

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

Conciliator body entitled to act based on Service Provider's headquarters is:

Budapesti Békéltető Testület (Conciliator Body Budapest) operates alongside Budapesti Kereskedelmi és Iparkamara (Chamber of Commerce Budapest)

Address: 99 Krisztina Bld., 1st floor 111, Budapest 1016 Hungary (Magyarország, 1016 Budapest, Krisztina krt. 99. I. em. 111.)

Telephone: +36 1 488 2186

Fax: +36 1 488 2186

E-mail: bekelteto.testulet@bkik.hu

Website: <http://bekeltet.hu>

If consumer does not have a place of residence or a place of stay in Hungary:

In international legal disputes between consumers and merchandisers related to online sale and purchase or service contracts, Budapesti Békéltető Testület (Conciliator Body Budapest) which operates alongside Budapesti Kereskedelmi és Iparkamara (Chamber of Commerce Budapest) is entitled to act in Hungary.

Service Provider must co-operate in the proceedings of a conciliator board.

Conciliator boards operate independently beside county (or metropolitan) chambers of commerce. 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.

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

18.1.3. If User lives in the European Union, they may draw on the online device of the European Commission to sort out disputes regarding contents bought in 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.

18.1.4. User can ask for the proceedings of a district bureau in the county town 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 Service Provider (its members, employees), quality of services and application of regulations about responsibility. The website <http://jarasinfo.gov.hu> gives information about channels to competent district bureaus for each district.

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

Budapest Főváros Kormányhivatala
Fogyasztóvédelmi Főosztály
Fogyasztóvédelmi Osztály

(Bureau of Budapest Capital, Major Department of Vehicular and Consumer Protection, Department of Consumer Protection)

Address: 19 Sas Street, floor 3, Budapest 1051 Hungary (Magyarország, 1051 Budapest, Sas u. 19. III. em.)

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

Telephone: +36 1 450 2598

E-mail: fogyved_kmf_budapest@bfkh.gov.hu

Website:

<http://www.kormanyhivatal.hu/hu/budapest/szervezeti-egyseg/fogyasztovedelmi-foosztaly-2017>

18.2. Supervision

18.2.1. User may exercise their opportunities to enforce their rights at 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

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.

2024.03.30.

YEP CONTENT Kft.