

## **Consumer Protection Policy**

### **1. Business Provider**

We inform You that this website is run by

#### **BRODEX Hímző és Hímzőgép Programkészítő Kereskedelmi és Szolgáltató Betéti Társaság**

(BRODEX Embroidery and Embroidery Machine Design Digitizing Commercial and Service Limited Partnership)

Short name: BRODEX Bt. (BRODEX LP)

Registration number: 08-06-008294 - Registry Court of Győr (Győri Törvényszék Cégbírósága)

Tax number: 20339762-2-08

Headquarters: 129 Dózsa György Quay, Győr 9026, Hungary (Magyarország, 9026 Győr, Dózsa György rakpart 129.)

Place of business: 129 Dózsa György Quay, Győr 9026, Hungary (Magyarország, 9026 Győr, Dózsa György rakpart 129.)

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(Business Provider hereafter).

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

### **2. Defective performance**

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

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

Service Provider performs defectively when the fault of digital content service or digital service provision comes from inefficient integration to Your 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 had to be integrated by You and the inefficient integration has been caused by shortcomings of the integrating commands given by Service Provider.

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 becomes identified during the period of time defined by the contract.

If the contract provides for a single service or for series of specific service actions, unless provided otherwise, any lack of conformity You identify within one year of settlement shall be presumed to have existed at the time of the settlement.

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.

Detective performance cannot be identified if You were informed in a 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 You accepted this difference separately and expressly at the time of the conclusion of the contract.

Detective performance cannot be identified if Service Provider proves that Your digital environment is not compatible with the technical requirements of the digital content or digital service and You had been notified clearly and in an accessible manner about it before the conclusion of the contract.

You are obliged to cooperate with Service Provider that Service Provider could make sure whether the cause of defective performance is caused by Your digital environment or not - by using technically available equipment which cause the smallest possible impact on You.

In case You do 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 You to prove that

- in case of the 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.

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

You can initiate a demand of liability for defects against Service Provider, 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 non of these are impossible to perform or would mean a disproportionately high cost for Service Provider compared to other demands. 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 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 Service Provider and cannot have the product repaired by anyone else either.

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.

During You exercise Your right of Implied warranty for repair or replacement, Service Provider is obliged to make the performance contractually with free of charge within reasonable time from Your communication about the defect - without causing significant inconvenience to You, in view of the purpose and character of digital content or digital services. Reasonable time has to be calculated from the time You communicated the defect to Service Provider.

You have 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 You, in view of the purpose and character of digital content or digital services;
- repeated failure happens despite of the fact that Service Provider has 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 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.

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.

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

In case You refer to defective performance as the reason of terminating the contract, it is Service Provider'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 Service Provider does not fulfill its obligations in connection with contractual fulfillment 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 Service Provider 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, Service Provider draws Your attention to the fact that You cannot realize Your right to liability for defects after two years of fulfilling contract.

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

In case Service Provider fails to fulfill its obligation to provide service without unjustifiable delay and in the freshest possible version, You are 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, You have the right to terminate the contract.

You 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 circumstances prevailing during the conclusion of the contract that fulfilling the obligations in the time laid down in the contract is indispensable for You and Service Provider fails to fulfill it.

#### **4. 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.

#### **5. Right of withdrawal**

User cannot benefit from the right of withdrawal in case of downloaded embroidery designs, 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.

In case of online accessible embroidery designs fulfillment starts when the download link is sent to the e-mail account given during sending orders, or when it is showed on a visualized web page after successful payment therefore becoming available for Users - furthermore by doing so the contract is considered to be fulfilled by Service Provider.

#### **6. 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.

6.1. 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:

**BRODEX Bt.** (BRODEX LP)

Address: 129 Dózsa György Quay Győr 9026, Hungary (Magyarország, 9026 Győr, Dózsa György rakpart 129.)

E-mail address: [info@embrighter.com](mailto:info@embrighter.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.

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

Service Provider shall allocate User's complaint with an individual identification number when the complaint happens on the phone or electronically.

Service Provider shall properly justify if the complaint is refused.

The report of the complaint shall consist the followings:

- name and address of User,
- place, time and way of proposing the complaint,
- detailed description of User's complaint, list of data, documents and any other evidence presented by User,
- Service Provider's declaration about their point of view on User's complaint in case an immediate investigation is possible,
- the person's name who takes the report and User's 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, Service Provider is obliged to inform User 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 User and Service Provider cannot reach a settlement, User can turn to the following authorities.

6.2. Consumer may ask for the proceedings of a conciliator body without any charge regarding the quality, safety of products, applying product responsibility rules, quality of service, furthermore, contracting between parties and accomplishment of contract.

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

In international legal disputes between consumers and merchandisers related to online sale and purchase or service contracts, Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry) are entitled to act in Hungary. Channels to Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület can be found at the site <https://bekeltet.bkik.hu/> or can be read here:

**Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület**

**(Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry)**

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

Postal address: P.O. Box 10 Budapest 1253 Hungary (Magyarország, 1253 Budapest, Pf. 10.)

Telephone: +36 1 488 2131

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

Website: <https://bekeltet.bkik.hu/>

If Consumer has a place of residence or commorancy in Hungary, chamber of commerce and conciliator bodies operating in that county (or in the capital) are entitled to act. Contact information of these conciliator bodies can be found here: <https://www.bekeltetes.hu/index.php?id=testuletek>.

**Business Provider must co-operate in the proceedings of a conciliator body.**

**Consumer might ask for a different conciliator body than the ones indicated above.**

Conciliator body entitled to act based on Business Provider's headquarter:

**Győr-Moson-Sopron Megyei Kereskedelmi és Iparkamara által működtetett Békéltető Testület**

(Conciliator Body operated by Győr-Moson-Sopron County Chamber of Commerce and Industry)

Address: 10/A Szent István Street, Győr 9021, Hungary (Magyarország, 9021 Győr, Szent István Street 10/A.)

Telephone: +36 96 520 217

E-mail: [bekeltetotestulet@gysmkik.hu](mailto:bekeltetotestulet@gysmkik.hu)

Website: <https://gysmsmkik.hu/bekelteto>

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.

6.3. If You live in the European Union, You can 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 body) to handle their complaints.

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

6.4. You 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 product, as well as complaints about attitude, activities or faults of Business Provider (its members, employees), quality of service and application of regulations about responsibility. The website <https://www.kormanyhivatal.hu/hu/elerhetosegek> gives information about channels to the competent government agency for each district.

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

**Győr-Moson-Sopron Megyei Kormányhivatal**  
**Műszaki Engedélyezési, Fogyasztóvédelmi és Foglalkoztatási Főosztály**  
**Fogyasztóvédelmi Osztály**

(Government Agency of Győr-Moson-Sopron County  
Technical Licensing, Consumer Protection and Employment Department,  
Department of Consumer Protection)

Address: 7 Türr István Street, Győr 9022, Hungary (Magyarország, 9022 Győr, Türr István u. 7.)

Postal address: 7 Türr István Street, Győr 9022, Hungary (Magyarország, 9022 Győr, Türr István u. 7.)

Telephone: +36 96 795 951

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

Website:

<http://www.kormanyhivatal.hu/hu/gyor-moson-sopron/jarasok/gyori-jarasi-hivatal-muszaki-engedelyezesi-fogyasztovedelmi-es-foglalkoztatasi-foosztaly-fogyasztovedelmi-osztaly>

6.5. Supervision concerning data management

You can exercise your opportunities to enforce your rights based on Act V of Civil Code from 2013 and regulations of GDPR at court, as well as turn to Nemzeti Adatvédelmi és Információszabadság Hatóság (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 your 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](#)

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BRODEX Bt.