

## Opencart-api.com

# General Terms and Conditions

This document is not meant to be for registering, it stays in electronic format. It is not classified as a written contract, it is written in English, and not point to at any behaviour codes. If you have questions about the operation of the webshop and your order process, we will be at the given contact details.

The effect of this „General terms and Conditions” extends to the contractual relationships of the provider’s website (<https://opencart-api.com>) and subdomains. This „general terms and conditions” is available on the following webpage: <https://opencart-api.com/terms-and-conditions> and can be downloaded from here: <https://opencart-api.com/terms-and-conditions.pdf>

### 1. DATA OF THE PROVIDER

Name of the Provider: LAJOS MAKAI S.E.

Registered Office (and official place of raising claims): 1107 Budapest, GÉM UTCA 6. 2lp. 5em. 5.ajtó

Contacts of the Provider and the regularly used electronic mailing address for contacting users: [info@opencart-api.com](mailto:info@opencart-api.com)

Registration-number: 50145388

Tax-number: 67379093-1-42

Name of the registry authority: Közigazgatási és Elektronikus Közszolgáltatások Központi Hivatala

Telephone number: +36306458884

Data Protection Registry/Register Number: NAIH-143072/2018.

Language of contract: Hungarian

Name and address of the hosting provider:

SiteGround Spain SL.

Prim 19 28004 Madrid SPAIN

phone: +34 900 838 543

fax: e-mail: [mm \(at\) 1h \(dot\) com](mailto:mm@1h.com)

Name and address of the domain provider:

GoDaddy Deutschland GmbH

Hansestr. 11151149 Köln

Telefon: 089 21 094 807 (8 bis 20 Uhr, Mo-Fr)

E-Mail: [HQ@GoDaddy.com](mailto:HQ@GoDaddy.com)

## 2. BASIC PROVISIONS

- 2.1. The governing law is the Hungarian law, especially the Civil Codex (2013.V.), the electronic commercial code (2001.CVIII.), and the sumptuary law (45/2014 (II.26.) for the interpretation and by this „general terms and conditions” not ruled question. The obligatory parts of the mentioned rules are authoritative without any other clause.
- 2.2. These Articles are effective law since 31st. March 2017. and remaining in force until revocation. The provider can modify individually these Articles. The modifications need to be issued 11 (eleven) days before the effective date by the Provider.  
With using the webpage Users/Customers accept automatically all the terms and conditions in connection with using the webpage.
- 2.3. The user acknowledges general terms and conditions compulsory as soon as a user log in the website –run by the Provider- or read its content. If the user does not accept terms and conditions does not have right to reach the content of the website.
- 2.4. The Provider reserves all rights in connection with the content and dissemination of the website and webpage. It is absolutely forbidden to download, (electronic) store, process, or sell Any content published in the website or part of them without written consent of the Provider.

## 3. REGISTRATION/PURCHASE

- 3.1. The User/Customer declares to accept this general terms and conditions, and to get to know the condition of the Data Management Document, and agree with that, while shopping on the webpage.
- 3.2. The User/Customer is liable to give its real, own data during shopping. The electronic contract with unreal or third person’s data is absolutely void. The Provider excludes the accountability if the User/Customer uses third person’s name, data while utilizing the service.
- 3.3. The Provider does not take liability for delivery default, any other problems or mistakes because of misguided or inaccurate information.
- 3.4. Service Provider takes no responsibility for any loss caused by that the User forgot his/her password or it became accessible to unauthorized persons as a result of any reason for which the Service Provider cannot be responsible.

## 4. AVAILABLE PRODUCTS AND SOFTWARES

- 4.1. Displayed products can only be ordered online. The prices displayed for the products are in USD and include the statutory VAT.

- 4.2. In the web shop, the Service Provider will detail the name and description of the product (software).
- 4.3. If there is a product on sale available, the Provider informs users/customers about the sale and its length of time.
- 4.4. If there is wrong price shown in the Webshop – in spite of due diligence of the Provider- it is not required from the Provider to deliver for the wrong price but for the right price. Especially with regard of significantly divergent. For example: „0” USD or „1” USD because of a system error. The users/ customers can abandon the shopping.
- 4.5. In case of false price, there is an onerous contract between the real and the visualized price of the product. A customer should recognize that. According to the Civil Codex (PTK. 2013. V.)the animus of clients must be concordant, and synallagmatic. If clients can not make a compromise, and there is not any concordant and synallagmatic animus’, there is not any binding agreements, which constitute a binding contract. According to these facts, the contract is void, if the acknowledgement of order based on the wrong/false price.

## 5. SPECIFIC TERMS OF SOFTWARE

- 5.1. The service provider sells digital content (software), which can be downloaded right away after the purchase. Software has no trial version and all purchases are final, there is no way to redeem the product. The only exception is if the product is defective.
- 5.2. After the User has successfully paid the product, the download link will be sent to the user's email address. This can take up to 30 minutes, but usually within 5 to 10 minutes after the purchase, the email arrives.
- 5.3. User can freely modify the product code to meet your needs. But if the User modifies our product, the Product Support will be terminated because we cannot support any code that we did not complete in our entirety.
- 5.4. Irrespective of whether the User has modified the code or not, all rights remain with Opencart-api.com and are not entitled to change the User's license terms.
- 5.5. Opencart-api.com assumes no liability whatsoever for any material, financial, loss of, or criminal liability arising out of the use of the Software.
- 5.6. Please carefully select the API version because when you buy a bad version, we will not be able to replace the product or return the money.
- 5.7. After purchasing the product, we will send an electronic invoice to the email address provided during the purchase.

- 5.8. All the products you purchase on our site will be guaranteed will work with the specified Opencart webshop software that has not been modified on core files. If you have modified the core files, we can not guarantee that our product will work properly. Our products only support basic Opencart features, not third-party modules.
- 5.9. We do not take any responsibility for changes caused by our module in the User's webshop, in any case, try our API on your test system before using it on the production site. Make sure you back up your site and database before installing your API software.
- 5.10. Detailed license terms: <https://opencart-api.com/product-license/>
- 5.11. Brief summary of product support:
- We provide support only for products with a valid license
  - We provide support only in Hungarian and English
  - Guaranteed response time within 24 hours on business days
  - We respond to the order of arrival in the mail, so please do not send more emails unless you have provided relevant information to your email. If you resubmit the unanswered message, it increases the response time.
  - You may be prompted for FTP access to your server or to the web page admin page.
  - We can not guarantee that our product will work with third-party modules and modified Opencart systems.

## Support

- 5.12. This section describes what support you can expect from Opencart-api.com.
- 5.13. If you have any questions about product support or do not agree with the terms here, please contact us before using our website. We reserve the right to change our product support, so please check the terms from time to time.

## Support Channels:

- 5.14. We only reply to emails received through direct email and contact form. We do not provide support on Facebook, Twitter, Skype, and Phone.
- 5.15. If you have any questions, use the FAQ page on our website, where you can find answers to a wide range of questions.
- 5.16. As a faster issue resolution, we recommend that you submit your web shop's web address, temporary admin access, and a temporary FTP access, which you will delete after the error is resolved.

## What is Product Support?

- 5.17. We only support our own product, free support for installing and configuring the module. If you encounter any error message when installing or using your product, please make sure you are using the latest version of our product.
- 5.18. If you have a valid, non-expired license, you are eligible for technical support. If the license is overdue and technical support is needed, you will need to renew the license.
- 5.19. Your account will be blocked immediately if you detect any unauthorized account activity or forged information, abuse, offense or copyright infringement.

What does the product support do not cover?

- 5.20. Product support does not cover third-party products. If you ask for help from us, we may be prompted to turn off third-party products for the time you make this mistake.
- 5.21. We can not help with the general Opencart system, in such cases use the official Opencart forum.

Customization

- 5.22. Our product is sold with the features that are included in the descriptions. We can not personalize our software for free or implement third-party support. Any modification is considered to be a customization that does not match the version downloaded from our site.

Bug fix:

- 5.23. Any bugs can be corrected as soon as possible after we got notified.

Money refund:

- 5.24. In case you can claim a refund if the product does not work as described and our customer service has verified that our product is properly installed and configured. To do so, our support team may request temporary access to your website or FTP access to your server. If our product does not work as described and our Customer Service confirms that it has been properly installed and configured for our product, we are entitled to refund the product price.

We can not return the money in the following circumstances:

- The product does not work properly, but the user never asked for help.
- The product does not meet your expectations
- Purchased a bad product version
- After the purchase, he changed his mind

- You just bought our product because you wanted to compare it with other products
- After download, he realized that we did not need our product
- You have accidentally bought our product
- You do not have the right knowledge to use our product
- You are hoping to receive a refund on your behalf

5.25. Although we try to respond to every request within 24 hours, actual response times may vary and may take longer for more complex problems. Furthermore, we can not guarantee this response on weekends and holidays. Please be patient.

## 6. PROCESS OF ORDERING

6.1. User logs into the webshop after registration/or begin to shop without registration.

6.2. Users select the product(s) and adjust the quantity.

6.3. Users put the chosen product(s) into the basket. Users can take a look at the basket any time, with clicking on the „cart” sign.

6.4. If Users do not want to buy any other products, check the quantity of the products in the basket. Users can delete the content with clicking on the "+, -" signs. To finalize the quantity User clicks on the "update basket" icon.

6.5. Users choose the payment method, that can be the followings:

6.5.1. Payment methods:

With online credit card: You have the possibility to pay the total value of the order online by credit card through the secure payment system of the financial service provider used by the Service Provider.

Payment with PayPal: The process of purchasing with PayPal:

The details of the transaction appears on the left side of the website, and the two choice opportunity on the right side of the website:

a) If you have Paypal account, after you have given your valid identity and password, you can see part of the pre-given bank card informations and the payable price. If more than one bank card were given, then you have to choose the one you want to pay with. After that you have to click on the Pay Now sign. When the payment is finished the website returns you to the webshop's homepage.



- 6.10. A user can step back to the previous phase before completing the order process, where he can improve the input data. In detail: During ordering, you can view or modify the contents of the basket (+, - buttons) and then press the "Update Basket" button. If you want to delete a product from the basket, click the "X" "delete" button. During the order, the User has a continuous opportunity to correct / delete the inputs.
- 6.11. The user/customer gets an email of confirmation after sending the order, which does not give rise to contract. If this e-mail does not arrive within an expectable deadline –depending on the profile of the service- or at latest within 48 hours, the user is relieved of the bid fixity or contractual duty. The order and the confirmation of the order can be considered „arrived” to the Provider or to the User, when it is reachable for them. The Provider excludes the blame of confirmation, if the confirmation does not arrive in time because the user/customer has given wrong email address, or the storage pool of the account is full, and can not receive messages.
- 6.12. After installing the ordered product, User uses the Order ID to activate the product on the webshop admin page.
- 6.13. A request is sent to the Service Provider server and the Service Provider validates the code. In doing so, the Service Provider saves the url from where the request (and the code received) was sent to his database so that the license policy can be tracked.

## **7. ORDER PROCESSING AND FULFILMENT**

- 7.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order, if it is after the expiration of the working time, processing the next day. Service Provider's customer service will always confirm by electronic means when it can fulfill its order.
- 7.2. General Completion Deadline: After successful payment you will receive the download link.
- 7.3. According to the contract of sale, the Service Provider shall transfer the ownership of the property, the User shall pay the purchase price and take over the thing.
- 7.4. If the seller is an enterprise and the buyer is a consumer and the seller undertakes to deliver the thing to the buyer, the risk of damage passes to the buyer when the buyer or the third party he designates takes possession of it.
- 7.5. If the seller is an enterprise, and the buyer is a consumer, for lack of distinct agreement of the signatories, the seller (based on this GCTC: Service



Provider) is obligated to make available the product for the Customer (User), right after the conclusion of the contract, but in less than 30 days.

- 7.6. In case of late of the Service Provider the User is rightful to set an accidental deadline. The Customer is rightful to desist from the contract, if the seller can not accomplish in the accidental deadline.
- 7.7. The User is rightful to desist from the contract without accidental deadline, if:
  - a) the Service Provider denied the fulfillment of the contract; or
  - b) the contract should have been accomplished until the original deadline - not in another time - as agreed by the signatories.
- 7.8. In case the Service Provider cannot accomplish the contractual obligation because the product/or its component were not available, the Service Provider is obligated to inform the Customer right away and to pay back the sum paid by the Customer at once.

## 8. WAIVER CLAUSE

- 8.1. According to the directive 2011/83/ EU of the European Parliament and Commission, further about rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), the consumer may also not exercise his right of withdrawal in respect of the **digital content provided on the non-tangible medium if the undertaking commenced performance with the express prior consent of the consumer and, at the same time, with the consumer's consent, acknowledged that he was losing the withdrawal (software, software licenses).**
- 8.2. More information about contract between customers and enterprises: 45/2014 (II. 26.) Gov. Degree can be found [here](#).
- 8.3. More information about the 2011/83/EU directive of European Parliament and Comisson can be seen [here](#).

## 9. Warranties and guarantee

### Failure

The bounded party fails, if the service is not according to the contract or to the qualities specified by the law at the time of the accomplishment. The bounded party does not fail, if the entitled party knew the fault in the time of the contract or she/he should have known the fault in the time of the contract.

The term, in the contract between the customer and the company, which is about the warranty that goods are of a specified quality and about the guarantee, is invalid, if this term is at the expense of the Customer.

### Guarantee of requisites

- 9.1. In what kind of situation can the Customer exercise its right for guarantee of requisites?

The Customer (User) can exercise the guarantee of requisites against the enterprise, in case of not proper fulfilment according to the rules of Civil Codex.

- 9.2. What kind of rights are the customers legal due according to the guarantee of requisites?

The Customer can choose between the opportunities according to guarantee of requisites:

- repair or exchange, except it is impossible for the Customer, or it is onerous cost for the enterprise
- in case of no demand for repair, or exchange, proportional reduction of consideration is demandable, or the failure can be repaired for the cost of the enterprise by the Customer or third person, or denounce the treaty
- The customer can turn to an other guarantee of requisites, from the previously choice. The customer bears the cost of this process, except it was justified, or the enterprise gave ground to the turn.

- 9.3. What is the deadline for the customer of exercising the guarantee of requisites?

The customer is liable to announce the mistake immediately after recognition, but within 2 month after recognition. After the time of limitation -2 years counting back from the fulfilment of the contract- guarantee of requisites can not be asserted. In connection with diet-supplements, energy-drinks etc. the guarantee of requisites can be exercised in the „best before” period.

- 9.4. Who is enforceable in connection with the guarantee of requisites against?

Customers can enforce guarantee of requisites against the Enterprise.

- 9.5. What kind of other conditions have of enforce the guarantee of requisites?

Within 6 month after fulfilling the contract, there is not any more conditions to enforce guarantee of requisites, but the announcement of the mistake, if the customer depose the product or the service has been given by the webshop run by the enterprise. After 6 month after fulfilling the contract, the customer is liable to prove, that the mistake has been existed at the time of fulfilling.

### **Product warranty**

- 9.6. In what kind of situation can exercise the Customer its right for product warranty?

In case of mistake of the mobiliary (product), the user can exercise the right of the product warranty or guarantee of requisites.

- 9.7. What kind of rights are the customers legal due according to the product warranty?

The Customer can ask just for repair or replace of the broken product.

- 9.8. In what kind of case is qualified the product „broken“?

The product is broken, if it is not fit to the quality requirement at the time of placing on the market, or the product does not have the attributes, which are listed in the description of the producer.

- 9.9. What is the deadline for the customer of exercising the product warranty?

The product warranty can be enforced by the Customer within 2 years from the time of placing on the market. The right for exercising the product warranty is lost after this deadline.

- 9.10. Who is enforceable in connection with product warranty, and what kind of other conditions should be existed for enforcing?

The product warranty can just be set up against the producer or distributor. The mistake of the product should be proved by the Customer.

- 9.11. In what kind of case is the producer (distributor) relived of product warranty?

The producer (distributor) is relived of warranty, if it is proved:

- the product has not been produced during business activity, or placed in the market
- the mistake was not knowable at the time of placing in the market according to the science and technic
- the mistake of the product is accused by adoption of officially rules

The producer (distributor) has to prove data enough to the relive.

Because of the same mistake relived of warranty and guarantee of requisites can not be enforced in the same time, collateral. After a successful enforcement of relived of warranty, guarantee of requisites can be enforced to the exchanged product against the producer.

- 9.12. Service Provider has no guarantee and warranty obligations for damages caused by erroneous or careless handling of the product after the transmission of the hazard or by overuse and other effects and non proper use of the product.

## 10. PROCEDURE IN CASE OF RIGHT OF GUARANTY

- 10.1. In the contract of the customer and the enterprise, the agreement cannot depart to the disadvantage of the customer.
- 10.2. The Proof of contracting is the duty of the customer (by bill, or sales check)
- 10.3. The Provider is responsible for costs in connection with the fulfilment of warranty. (PTK. 6:6166§)
- 10.4. The Provider need to write a record about requirement of the guarantee and warranty of the customer.
- 10.5. The copy of the record should be send immediately, ascertainable to the customer.
- 10.6. If the Provider can not make a statement about enforceability of requirement of warranty or guaranty, the Provider should inform about the reason of rejection, and about the opportunity of turning to conciliation committee. The Provider is liable to inform the customer in 5 days.
- 10.7. The Provider need to keep the record for 3 years counting from the time of recording, and has to shown for the ask of control committee.
- 10.8. The Provider need to aim for complete the repair or replace within 15 days.

## 11. MIXED REGULATION

- 11.1. The provider has a right to impress a contributor to fulfill its liability. The Provider has the full amenableness because of the illegal acts of the contributor, as the Provider made the illegal act.
- 11.2. In case any part of this articles became void, illegal or unenforceable, it does not concern the other part of the articles.
- 11.3. If the Provider does not exercise the right according to this act, it can not mean adjuration. Any adjuration is just rightful with the special written declaration. If the Provider does not make stand for its cardinal right, or reserval for one time, does not mean adjuration.
- 11.4. The Provider and the Customer try to arrange case out of court.
- 11.5. The parties state that the webshop of Service Provider operates in Hungary and is maintained here. Since the site can be visited from other countries, users are explicitly aware that the law of the user and the Service Provider is governed by **Hungarian law**. If the user is a consumer, then Pp. Pursuant to Article 26 para. (1), the courts of the defendant (consumer) domicile of the

consumer in the disputes arising from this contract are solely responsible for the consumer.

## 12. ADJUSTMENT OF COMPLAINTS

- 12.1. The purpose of our shop is to fulfill all the orders in good quality, for the satisfaction of the customer. If the customer has any complaint in connection of the contract or fulfillment of the contract, the complaint can be reported per telephone, e-mail or letter.
- 12.2. The Provider checks the claim immediately, and repairs that. If the customer does not agree with the repair of the claim, or the check is not possible immediately, the Provider takes a record immediately about the claim and the point of view. The customer gets a copy as well.
- 12.3. The written claim will be answered in 30 days. In case of dismissal, the Provider gives a reasoned statement. The Provider keeps the record and the copy of the record for 5 years and in case the Provider deems it appropriate for the control board.
- 12.4. We inform you, in case of the claim being declined, customers can apply for relief to the conciliatory proceeding with the following contacts.
- 12.5. In the case of a complaint the Customer may call for the Hungarian Authority for Consumer Protection:  
Based on the 387/2016. (XII. 2.) edict, first instance the regional organization, secondly the Pest Megyei Kormányhivatal acts in case of public administrations. The regional organizations can be found: <http://jarasinfo.gov.hu>
- 12.6. In the case of a complaint the Customer may call for the Reconciliation Board given below:

Bács-Kiskun Megyei Békéltető Testület  
Címe: 6000 Kecskemét, Árpád krt. 4.  
Telefonszáma: (76) 501-525, (76) 501-500  
Fax száma: (76) 501-538  
Név: Mátyus Mariann  
E-mail cím: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület  
Címe: 7625 Pécs, Majorossy Imre u. 36.  
Levelezési cím: 7602 Pécs, Pf. 109.  
Telefonszáma: (72) 507-154  
Fax száma: (72) 507-152  
Név: Dr. Bodnár József  
E-mail cím: bekelteto@pbkik.hu;

Békés Megyei Békéltető Testület  
Címe: 5601 Békéscsaba, Penza ltp. 5.  
Telefonszáma: (66) 324-976, 446-354, 451-775  
Fax száma: (66) 324-976  
Név: Dr. Bagdi László  
E-mail cím: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület  
Címe: 3525 Miskolc, Szentpáli u. 1.  
Telefonszáma: (46) 501-091, 501-870  
Fax száma: (46) 501-099  
Név: Dr. Tulipán Péter  
E-mail cím: kalna.zsuzsa@bokik.hu;

Budapesti Békéltető Testület  
Címe: 1016 Budapest, Krisztina krt. 99.  
Telefonszáma: (1) 488-2131  
Fax száma: (1) 488-2186  
Név: Dr. Baranovszky György  
E-mail cím: bekelteto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület  
Címe: 6721 Szeged, Párizsi krt. 8-12.  
Telefonszáma: (62) 554-250/118 mellék  
Fax száma: (62) 426-149  
Név: Dékány László, Jerney Zoltán  
E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület  
Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6.  
Telefonszáma: (22) 510-310  
Fax száma: (22) 510-312  
Név: Kirst László  
E-mail cím: fmkik@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető Testület  
Címe: 9021 Győr, Szent István út 10/a.  
Telefonszáma: (96) 520-202; 520-217  
Fax száma: (96) 520-218  
Név: Horváth László  
E-mail cím: bekeltetotestulet@gymkik.hu;

Hajdú-Bihar Megyei Békéltető Testület  
Címe: 4025 Debrecen, Petőfi tér 10.  
Telefonszáma: (52) 500-749  
Fax száma: (52) 500-720  
Név: Dr. Hajnal Zsolt  
E-mail cím: info@hbkik.hu;

Heves Megyei Békéltető Testület  
Címe: 3300 Eger, Faiskola út 15.  
Levelezési címe: 3301 Eger, Pf. 440.  
Telefonszáma: (36) 416-660/105 mellék  
Fax száma: (36) 323-615  
Név: Pintérné Dobó Tünde  
E-mail cím: tunde@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető Testület  
Címe: 5000 Szolnok, Verseggy park 8.  
Telefonszáma: (56) 510-610  
Fax száma: (56) 370-005  
Név: Dr. Lajkóné dr. Vígh Judit  
E-mail cím: kamara@jnszmkik.hu;

Komárom-Esztergom Megyei Békéltető Testület  
Címe: 2800 Tatabánya, Fő tér 36.  
Telefonszáma: (34) 513-010  
Fax száma: (34) 316-259  
Név: Dr. Rozsnyói György  
E-mail cím: kemkik@kemkik.hu;

Nógrád Megyei Békéltető Testület  
Címe: 3100 Salgótarján, Alkotmány út 9/a  
Telefonszám: (32) 520-860  
Fax száma: (32) 520-862  
Név: Dr. Pongó Erik  
E-mail cím: nkik@nkik.hu;

Pest Megyei Békéltető Testület  
Címe: 1119 Budapest, Etele út 59-61. 2. em.  
240.  
Telefonszáma: (1)-269-0703  
Fax száma: (1)-269-0703  
Név: dr. Csanádi Károly  
E-mail cím: pmbekelteto@pmkik.hu  
Honlap cím: www.panaszrendezes.hu

Somogy Megyei Békéltető Testület  
Címe: 7400 Kaposvár, Anna utca 6.  
Telefonszáma: (82) 501-000

Fax száma: (82) 501-046  
Név: Dr. Novák Ferenc  
E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület  
Címe: 4400 Nyíregyháza, Széchenyi u. 2.  
Telefonszáma: (42) 311-544, (42) 420-180  
Fax száma: (42) 311-750  
Név: Görömbeiné dr. Balmaz Katalin  
E-mail cím: bekeltego@szabkam.hu;

Tolna Megyei Békéltető Testület  
Címe: 7100 Szekszárd, Arany J. u. 23-25.  
Telefonszáma: (74) 411-661  
Fax száma: (74) 411-456  
Név: Mátyás Tibor  
E-mail cím: kamara@tmkik.hu;

Vas Megyei Békéltető Testület  
Címe: 9700 Szombathely, Honvéd tér 2.  
Telefonszáma: (94) 312-356  
Fax száma: (94) 316-936  
Név: Dr. Kövesdi Zoltán  
E-mail cím: pergel.bea@vmkik.hu

Veszprém Megyei Békéltető Testület  
Címe: 8200 Veszprém, Budapest u. 3.  
Telefonszáma: (88) 429-008  
Fax száma: (88) 412-150  
Név: Dr. Óvári László  
E-mail cím: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület  
Címe: 8900 Zalaegerszeg, Petőfi utca 24.  
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- 12.7. Reconciliation Boards take care of dispute of the consumers if it is not handled in judicial way. The aim of Reconciliation Boards is to make an agreement between the parties in order to settle the dispute of the consumers, but if it fails, they make a simple, effective and cost-effective decision to enforce the rights of the consumers. The Reconciliation Board gives advice at the request of the consumer or the Service Provider in connection with the rights of the consumer and the obligations of the consumer.
- 12.8. In case of online trading or cross-border dispute of consumers in connection with online service contracts, only the Reconciliation Board is assignee, which is working next to the Chamber commerce in Budapest.
- 12.9. If the Customer has complaint, she/he can use the Online Dispute Resolution. It only requires a registration in the system of the European Commission, [click here](#). Then, after a log in, the customer can remonstrate via the online website: <http://ec.europa.eu/odr>
- 12.10. In the procedure of the Reconciliation Board the Service Provider has mutual assistance obligation. Because of that the Service Provider needs to send answer to the Reconciliation Board and needs to have a person who is entitled to make an agreement on the audition. If the headquarter of the company is not registered in the county known by the chamber which is operating the regional reconciliation board, the obligation of the company in the co-operation is to offer the possibility of the written agreement based on the demands of the consumer.
- 12.11. If the consumer does not turn to a conciliation body or the procedure has not succeeded, the consumer has the right to seek a court to settle the dispute. The lawsuit must be filed with a letter of formal notice containing the following information:
- the court of law;
  - the names of the parties and representatives of the parties, their place of residence and legal status;
  - the right to enforce, by presenting the underlying facts and their evidence;
  - the data from which the jurisdiction and jurisdiction of the court can be established;
  - a definitive request for a court decision.

The application must be accompanied by a document or a copy of which is referred to as evidence.

### 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. As a homepage, the "opencart-api.com" qualified as an intellectual property, it is absolutely forbidden to download or multiply any content or any part of the webpage, republishing, storing, adapting and selling data of Opencart-api.com without the written consent of the Provider.
- 13.2. In case of a written permission data form the webpage or from the database can be adopted just with quotation of Opencart-api.com.
- 13.3. The Provider reserves all the right for any elements of the services, domain-names, and second-domains, and for the commercial on the internet.
- 13.4. It is absolutely forbidden decoding or adapting the content, or detail of Opencart-api.com, creating usernames and password for unfair reasons, using application which can change the website or cause indexability.
- 13.5. The name „Opencart-api.com” is under legal protection of copyrights, it can be used just with the written permission of the Provider, except reference.
- 13.6. The customer accept because of use without permission, the provider is authorized for contractual penalty. The cost per pictures is 60.000 HUF (gross price), or 20.000 HUF (gross price) per words, The customer accepts this contractual penalty is not unconscionable, and customers should be sensible while browsing the page. In case of contravening property rights the Provider adjust notarial attestation of the act, which cost will be wore by the customer.

### 14. PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage:

<https://opencart-api.com/privacy-policy>

**Budapest, 6 April 2018**