

GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

(This General Terms and Conditions and Privacy Policy can be downloaded in PDF format from the following link:

This General Terms and Conditions and Privacy Policy contains the conditions of purchase in the ITC Shop online store (hereinafter: Online Store), the rights and obligations of both the buyers registered and non-registered (hereinafter: Buyer) and the business venture operating the Online Store (hereinafter: Seller). The Online Store is available via the Internet at the following URLs: **[www.itcshop . hu](http://www.itcshop.hu)**, **www.kosaraskartya.hu**, **www.hokiskartya.hu**, **www.sportkartyashop.hu**, **www.fociskartya.hu** .

Current contract may come into effect between Seller and Buyer by either viewing the Online Store, registering or purchasing in it. The Buyer, as the user of the Online Store is obliged to accept the terms and conditions set in this contract. In case the Buyer is not willing to accept any provision of the General Terms and Conditions, then the Buyer cannot use the website and cannot shop in the Online Store. Such technical information which is not detailed in this contract but is necessary to use the website, is provided on the website.

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1. Data of the Seller

1.1 The developer and operator of this Online Store, furthermore the Seller of the Products is:

Company name: ITC Sportkártya és Kiegészítő Kft. (Limited Partnership) (hereinafter: Seller)

Seat: Hungary, 4029, Debrecen, Kazinczy utca 12.

Phone: +36202354917

E-mail: info@itcshop.hu

Registry Court: Company Registry Court of Debrecen Regional Court (*Debreceni Törvényszék Cégbírósága*)

Trade registry: Chamber of Commerce and Industry of Hajdú-Bihar County (*Hajdú-Bihar Megyei Kereskedelmi és Iparkamara*)

Company registry number: Cg.09-09-015949

Tax number: 25816778-2-09

VAT number: HU25816778

Webhosting service provider: Unas Online Kft.

Seat: Hungary, 9800, Sopron, Kőszegi út 14.

E-mail: unas@unas.hu

2. Personal conditions of becoming a Buyer

2.1 The Buyer

By accepting this contract, The Buyer acknowledges that he is a natural -, legal person or business entity, which has legal capacity. To be able to register or purchase from the Online Store, the Buyer needs to meet one of the following conditions:

- Natural person, who is over 18 years old (his birthday is latest on the day of purchase) and who is not incapacitated by the law or court;
- Natural person, who is over 14 years old but not older than 18 years and who is not incapacitated, can only make legal statement with the consent of his legal representative.
- Legal representative or authorized proxy of a person (business entity) proceeding in his profession or business activity can make legal statement;
- Legal representative or authorized proxy of a registered legal person or business organization can make legal statement.

2.2 Buyer under 14 years

The Buyer hereby acknowledges that a minor under 14 years is considered as incapacitated by the law, therefore his legal statement is void and null. On behalf of an incapacitated minor, his legal representative can proceed during the purchase in the Online Store.

3. Registration

3.1 All content of the Online Store is available to anyone without registration. Furthermore valid registration is not a condition of purchase either. However in case the Buyer intends to register in the Online Store, he needs to give the following data:

- Name
- E-mail address
- Password
- Address (Delivery, Invoice address)
- Phone number

The Seller informs the Buyer about successful registration via e-mail.

3.2 The Buyer has the right to cancel his registration anytime via e-mail by sending e-mail to info@itcshop.hu. After receiving the cancellation e-mail, the Seller is obliged to delete the registration forthwith. By deleting registration, the user data of the Buyer will be removed immediately from the system; however this does not affect the preservation of data and documentation related to formerly given orders, does not result in deleting these data. After removal, there is no option to reset the data.

3.3 Keeping the user access information in secret (especially the password) is the sole responsibility of the Buyer. In case the Buyer learns that an unauthorized third party may have gained access to his password, the Buyer is obliged to change the password immediately. If it

can be assumed that a third party abuses with using the password in any ways, the Buyer is obliged to notify the Seller forthwith.

3.4 The Buyer undertakes to update his personal information if necessary, in order data to be updated, complete and real.

3.5 Registration eases the purchase in the Online Store and it entitles the Buyer to avail himself of different discounts published on the website periodically.

4. Purchasing Process

4.1 Browsing the Online Store, the selected products can be added to the virtual basket by clicking on the “Basket” button on the product pages. After the products have been selected, clicking on the “Cashier” button can start the actual order process. So as to send the order itself, the order form needs to be filled out.

4.2 Orders can be placed only electronically. The Seller can only accept and fulfill the order, if the Buyer completes the registration form or the fields on the purchasing page fully. Failing to do so, the Seller will be not responsible for any damages or technical problems arising during the process. Such additional transportation or other costs that occur due to lack of information or inappropriate information (addressing or other data), shall be paid by the Buyer.

4.3 Electronic version of incoming orders is stored automatically in the system of the Seller, which the registered Buyers can look back by logging in their personal account.

5. Technical options for correcting data entry errors

Data entry errors can be corrected before pushing the “Order confirmation” button. To step back, “Back” button has to be used. Personal data and password given during registration can be changed in “Buyer’s data” section anytime after the login. The content of the “Basket” can be checked, modified or deleted anytime. If a data entry error is noticed after sending the order, please contact us via e-mail immediately at info@itcshop.hu so as to mend the error as soon as possible.

6. Order Confirmation

6.1 The receipt of an order shall be immediately confirmed by the Seller via an automatic e-mail. Confirmation e-mail shall contain: the link to the General Terms and Conditions, Buyer’s data given during registration or purchase (invoicing and delivery information), order identification number, order date, list, quantity and price of ordered products and related items, transportation cost and the total amount payable. In case the Buyer finds error in the data of the confirmation e-mail, he can request amendment according to the way detailed in

point 5 (Technical options for correcting data entry errors). The Buyer shall bear such costs and damages caused to the Seller, which arise due to inappropriate data given by the Buyer.

6.2 The Buyer may be exempted from any obligation related to the order if he does not receive the automatic confirmation e-mail within 48 hours.

6.3 With the confirmation e-mail the Seller accepts the order, which qualifies as a valid contract between the Seller and the Buyer.

7. Price and features of Products

7.1 Price of Products

Regarding the purchase price of products, in each case the individual price published on the website is applicable. Product prices are gross prices including VAT. Prices in the Online Store are valid until withdrawal or modification. The Seller informs the Buyers about current discounts, sales and gifts in the Online Store as well as about conditions of entitlement for these. Product pictures and stock information shown in the Online Store are informative and may differ from reality. Due to the rapid changes of the stock, it may occur that despite products are shown as “in stock”, they are out of stock. For such failure, the Seller does not take any responsibility but he informs the Buyer right after realizing the mistake.

7.2. Important Product Features

Some products of the Online Store (especially boxes containing cards) are units packaged by a third party, by the producer, which qualify as one product as shown on the website. The Buyer accepts and takes note of the fact that the exact content of the units (particularly cards' information) is not known by the Seller before fulfilling the order; the Seller has no such responsibility.

7.3 Product types sold via the Online Store are: trading cards, albums, pages, storage boxes, sleeves and cardholders.

7.4 Detailed features of the products are published on the individual product pages of the Online Store.

8. Shipping and Personal Takeover

8.1 Shipping

In general the Seller can fulfill the orders within 1-2 business days in case the ordered product is in stock. The Seller seeks to meet the delivery deadline, however he does not take responsibility if the usual delivery time cannot be kept. In case of delay, the Seller informs the Buyer by all means about the exact date of fulfilling the order. Such delivery address shall be given (e.g.: working place address), where the Buyer is available from 8h to 18h on business days and where he can take over the product(s). The Buyer is obliged to check the integrity of

the package and sign the proof of receipt in case he finds everything in order. In case the packaging or the product is damaged, the Buyer needs to ask to write a report about the damage. Harmed packaged products can be taken over only at the Buyer's own risk. Subsequently the Seller cannot accept quantity or quality complaints without a written report. By signing the proof of receipt, the Buyer acknowledges that the package corresponds to the order. In case the package is not taken over successfully, the transporter leaves a notification about this fact and attempts to deliver the package two more times at the most.

8.1.1 Shipping options in Hungary

Shipping is made by the following companies:

Foxpost Zrt.

3200 Gyöngyös, Batsányi János utca 9.

Telefon: 06-1-999-0-369

GLS General Logistics Systems Hungary Csomag-Logisztikai Kft.

Address: 2351 Alsónémedi, GLS Európa u. 2.

Phone: +36-1-802-0265

GLS Courier Service – 0-1.500 HUF

Package is delivered by GLS within 1 business day between 8-17h. In case of unsuccessful delivery, second delivery attempt is free of charge. In case the product is out of stock, the delivery time given on the product page (on the website) is valid. Payment methods: cash on delivery, bankcard and bank transfer. The cost of cash on delivery is additional 250 HUF. Free shipping is available in Hungary for orders above 30.000 HUF.

GLS "Package Point" Service – 0-1.5000 HUF

Personal takeover is available at more than 500 takeover places in 200 locations. Delivery takes place within 24 hours and package is preserved for 5 days. In case the product is out of stock, the delivery time given on the product page (on the website) is valid. The cost of cash on delivery is additional 250 HUF. Free shipping is available in Hungary for orders above 30.000 HUF.

Foxpost Locker - 0-1.500Ft

Personal takeover is available at more than 500 takeover places in 200 locations. Delivery takes place within 24 hours and package is preserved for 5 days. In case the product is out of stock, the delivery time given on the product page (on the website) is valid. The cost of cash on delivery is additional 250 HUF. Free shipping is available in Hungary for orders above 30.000 HUF.

8.1.2. International Shipping

In case you pay your order in advance via PayPal, your parcel can be delivered to the following countries.

Delivery to European Countries:

Slovakia, Slovenia, Czech Republic, Romania, Croatia

Parcels are delivered by GLS. Delivery fee is depending on the weight and country!

Delivery outside Europe:

USA, China, Australia, Hong Kong, Singapore

Parcels are delivered by UPS. Delivery fee is depending on the weight and country!

8.1.3. Personal Takeover

There is an opportunity to collect the products purchased in the Online Store personally. The place of personal takeover is the address of the Seller: 4029 Debrecen, Kígyó utca 19., Hungary. Before the personal takeover, the Seller must be contacted in advance, and appointment should be arranged. The Buyer must check the integrity of the product and packaging in case of personal takeover as well.

9. Payment methods

Payment methods to pay the product purchase price and shipping cost are: cash on delivery, bank transfer or secure online bankcard (Barion) payment. In case of cash on delivery, the courier accepts only cash.

10. Right of Withdrawal

10.1 The Buyer has the right to withdraw from the purchase without any reasoning within 14 days after the product was received. The Buyer could withdraw from the contract from the day when he or a third party other than the carrier received the product which date can be checked according to the Buyer's copy of the consignment note.

10.2 Process of Withdrawal

To exercise the right of withdrawal, the Buyer must inform the Seller (ITC Sportkártya Kft., 4029, Debrecen, Kazinczy u. 12. Fsz. 4., Phone: +36 20 235 4917, Email: info@itcshop.hu) about the decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). The invoice and the product shall be returned back in its original, undamaged condition to the Seller's address: ITC Sportkártya Kft., 4029, Debrecen, Kazinczy u. 12. Fsz. 4., Hungary. The Seller is only obliged to pay the money back if the condition of

the returned product was undamaged and complete. The Buyer needs to prove that he withdraws from the purchase lawfully. In case of withdrawal, the Buyer shall take care of returning the product and shall bear emerging delivery cost of the return. The Seller does not take over such packages, delivery of which should be paid with cash on delivery. In case the package was returned upon the right of withdrawal suiting to the requirements written above, according to the legal regulation the Seller hereby undertakes the commitment to pay the paid purchase price back to the previously given bank account within 14 days from the date when pack has been returned. The Seller will carry out such reimbursement using the same means of payment as the Buyer used for the initial transaction, unless the Buyer has expressly agreed otherwise; in any event, the Buyer will not incur any fees as a result of such reimbursement. The Seller may withhold reimbursement until he has received the goods back or the Buyer has supplied evidence of having sent back the goods, whichever is the earliest.

The Buyer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

10.3 Exclusion of Right of Withdrawal

Due to the nature of the products, the Buyer has no right to withdraw from the purchase after opening the product packaging (in particular boxes or packs including cards), which are units pre-packaged by the producer and their content is not known by the Seller before fulfilling the order.

11. Warranty

It applies to the respective statutory period of warranty for Hungary and starts with handing over the goods. In this period all industrial defects covered by the statutory warranty may be corrected or changed free of charge. Buyer's warranty claims are limited to supplementary performance. In case of failure of compensation, the Buyer has the right to purchase other product(s) and the paid price would be set off to the new price or to reduction from the purchase price.

The starting date of the warranty is the date of the proof of purchase (invoice, delivery, etc.). Excluded from the warranty are damages that are due to natural wear and tear, improper use and a lack of or improper maintenance.

The Buyer has to inform the Seller about the warranty claim via phone, e-mail or letter (when the Buyer's name, address, phone number and e-mail address need to be given) as soon as he discovers the defect. In case the claimed product is not defected and no other failure will be known during the quality inspection process, the Seller will have no warranty obligation thus he will neither change/correct the product nor reimburse the Buyer. In this case the Buyer has the right to take over the product personally or to deliver the product at his own expense.

12. Guarantee

The Buyer takes notice of the fact that the products of the Online Store sold by the Seller do not qualify as durable goods therefore guarantees do not apply.

13. Limitation of Liability

The Seller is not liable for any damages caused by connecting to this site. The Buyer is responsible to use safe connection and to protect his personal data from unauthorized third parties. The Seller excludes any liability for loss or damage of any kind resulting from the use of the Site (including the reliance upon any information contained on it).

The use of the Site is at the Buyer's sole risk. The Site is provided on an "as is" and "as available" basis and the Seller does not guarantee that the Site will be suitable for Buyer's purposes or requirements. If the Buyer's PC or mobile device does not support relevant technology including encryption, he may not be able to use certain services or access certain information on the Site. The Site is accessed via the World Wide Web, (www) which is independent from the Seller. The use of the World Wide Web (www) is solely at Buyer's own risk and subject to all applicable national and international laws and regulations.

The content of the Site has been compiled from a variety of sources and is subject to change without notice. The Seller compiles and presents the content of the Site with care, but he gives no guarantee that the content is complete, accurate, error or virus free or up to date. The Seller will have no responsibility for any variations in color or appearance caused by the browser software or computer system of the Buyer. Product descriptions are not intended to be binding and are intended to only give a general description of the products.

The Seller will not be liable for any delay or failure to perform or comply with his obligations, if the delay or failure arises from any cause, which is beyond his reasonable control.

The Buyer is responsible to provide the Seller with suitable data during use of the Site. The Buyer has sole liability to give his own data or data of a natural or legal person represented by the Buyer to the Seller. The Buyer is liable for any damages caused by providing false data or data of other real person.

Customer or product reviews can be used only at the sole risk of the Buyer. The Online Store is not automatically moderated but in case of any offensive or unlawful content the Seller has the right to remove that content partially or fully. In case of repeated or serious unlawful behavior the Seller has the right to delete the registration of the Buyer and to exclude him from using the Website.

14. Copyright

The copyrights of all contents (text (article, product description, information, this General Terms and Conditions, etc.), diagram, photo, other information and data) published on the Website are owned by the Seller without any limitations in time or territory. It is prohibited to use, modify or copy any downloaded content from the Website for any other purpose than purchase. In case of violating the copy or other rights of the Seller or breaching this contract, the Seller may initiate legal procedure. By using the Online Store, the Buyer accepts that

copying or using the content of the Online Store for any other purpose than purchasing qualify as breach of this contract, even if the content is not copyrighted. The Buyer accepts that in case of such legal violations he needs to reimburse the damages of the Seller in the amount of 50.000 HUF without proving the Seller's damages.

The Seller is entitled to initiate legal procedure against each person who commits or attempts to commit infringements by using the Online Store (including purchase). The Seller (the Online Store) cannot be impeached in case a third party commits infringement at any user's or the Buyer's expense. In case of any infringement in connection with using the Website, the Seller has the right to suspend the registration of the Buyer or to delete the registration, personal or other data of the Buyer. However data can be managed further in case of procedures related to the infringement. The Seller is not obliged to inform the Buyer about such steps.

Links to the Website can be placed freely, however the Seller has the right to request the cancellation of these without any reasoning. To publish the Online Store via another domain is only allowed with the written consent of the Seller. The website where the link to the Online Store is placed cannot make the impression that the Seller recommends, supports the purchase of the services or products of the given website. The linking website cannot contain any unreal information about the connection between the Seller and the linking website.

Some services of the Online Store place cookies on the user's PC. Cookies ease the authentication of users; the operator does not use cookies for any other purposes. Prohibiting cookies does not mean any drawbacks in the use of the Online Store.

15. Privacy Policy

15.1 Legal base of data management

The Seller has the right to manage data given by the Buyer solely with the consent of the Buyer, the consent of which the Buyer provides to the Seller by accepting this General Terms and Conditions.

15.2 Duration of data management

The Seller stores the data of visitors for 30 days from the date of visiting the website. Data of registered and non-registered Buyers are stored for 5 years from the date of the last purchase. In case of lack of purchase registered Buyers' data is stored for 24 months from the date of the last login. The Seller handles data of accounting certificates in relation to financial transactions for 8 years. The personal data of the Buyer will be immediately deleted in case of failing to make a contract, after cancelling the contract or the registration or after invoicing.

15.3 Aim of data management

The aim of data management is to register and differentiate Buyers, to fulfill and differentiate orders, to give discounts, to document purchase and payment, to fulfill accounting obligations, to contact Buyers, to analyze Buyers' behavior, to provide more specific service

and additional services. The personal data of the Buyer cannot be used for marketing or statistic purposes.

15.4 Sphere of managed data

Date, time, IP address of user's PC, visited website address, data regarding age of visitor, identification number, password, name, e-mail address, phone number, address, data of purchases (date, time, purchased product, purchase value), payment data (date, time, amount, transaction number), date and time of latest login.

15.5 Data protection

Data cannot be forwarded, cannot be published or be made available in any other way to a third party. Except those third parties, who engage in the interest of the Seller (e.g.: carrier) so as to realize the purpose of data management. Personal data are stored electronically in the system of the Seller, which is under up-to-date technical protection. Accounting information is stored in its original version by the Seller. Upon request, the Seller provides information about personal data managed by him within 30 days via e-mail. Modification, cancellation or blocking can be requested any time in relation to personal data, furthermore one can turn to the competent court or to the Hungarian National Authority for Data Protection and Freedom of Information for legal remedy.

16. Complaint management

Claims shall be reported in written format either via e-mail or via letter to the given postal address. The Seller gives answer to the written claim within 30 days. Action also means answering via e-mail according to current contract. In case of rejecting the claim, the Seller informs the Buyer about the cause of the rejection. The Buyer is obliged to facilitate for the Seller the examination of his claim, before he applies other law enforcement options detailed in point 17.

17. Other law enforcement opportunities

In case of a consumer legal dispute between the Buyer and the Seller cannot be settled during negotiations, the Buyer has the right to make a complaint by the competent authority of Consumer Protection. The Buyer has also the right to turn to an arbitration board or he can initiate a lawsuit.

The competent arbitration board based on the seat of the Seller is: Arbitration Board of Hajdú-Bihar County (4025 Debrecen, Vörösmarty u. 13-15, tel: 52-500-710, 52-500-745, fax: 52-500-720, e-mail: bekelteto@hbkik.hu). According to the regulation of Arbitration Boards, a consumer is a civil organization, church, condominium, housing-cooperatives, micro-, small or medium business entity, which buys, orders, receives, uses a product or who is the addressee of a commercial offer related to a product.

Parties agree that in case of a legal dispute the exclusive competent Court is the one that has the competence on the seat of the Seller. Parties accept that the governing law of this contract is the Hungarian law.

18. Final Provisions

18.1 The language of this contract is English, however in case of disputes, the Hungarian version prevails. Seller does not send printed version of this contract to the Buyer. Buyer accepts that this kind of contract does not qualify as written contract, thus the Seller does not document it so afterwards the contract will be not accessible. The Buyer consents that the Seller shall send the link of this contract in e-mail.

18.2. The Seller has the right to modify this contract and he shall inform the Buyers in advance via the Website. Modified provisions are valid for orders and purchases, which have been made after the modifications came into force.

18.3 Those Buyers who do not agree with the modification of the contract and/or regulations need to give up the purchase. Modifications do not apply to confirmed orders.

18.4 The Seller has the right to modify the product range, purchase price, deadlines, etc. Modifications come into force after they are published on the Website.

18.5 By accepting the General Terms and Conditions, the Buyer acknowledges that he has learned all provisions of this contract; he suits to them and recognizes them as obligatory. The Buyer states that he is aware of every special provision due to the unique nature of the products (in particular points 7.2 and 10.3 of this contract), he has been informed about these provisions and he has been accepted all conditions.

Debrecen, 27.03.2023