

## **Dream Draw Dress**

### **General Terms and Conditions**

#### **1. Information about the service provider**

1.1. Contact data of the service provider (hereinafter referred to as: “**Service Provider**”):  
name: Judit Urbán sole entrepreneur;  
seat: 2120, Dunakeszi, Kagyló u. 33/B;  
address of correspondence: 2120, Dunakeszi, Kagyló u. 33/B;  
e-mail: [info@dreamdrawdress.com](mailto:info@dreamdrawdress.com); [info@dreamdrawdress.hu](mailto:info@dreamdrawdress.hu);  
phone number: +36-70-411-1114;  
*registration authority* and registration number: 1670/2017/B;  
tax number: 68305226-1-33;  
storage service provider: SmartWorks Kft.

#### **2. Scope of the general terms and conditions**

2.1. The scope of the present general terms and conditions (hereinafter referred to as: “**General Conditions**”) include the rights and obligations of the Service Provider and the customer who uses the e-commerce service provided by the Service Provider via [www.dreamdrawdress.hu](http://www.dreamdrawdress.hu) (hereinafter referred to as: “**Customer**”; Service Provider and Customer together hereinafter referred to as: “**Parties**”).

2.2. The scope of the General Conditions includes all the e-commerce services provided via the webshop on [www.dreamdrawdress.hu](http://www.dreamdrawdress.hu), [www.dreamdrawdress.com](http://www.dreamdrawdress.com) webpages (hereinafter referred to as: “**Webpage**”); furthermore, it includes all the business transactions realized between the Service Provider and the Customer.

#### **3. General provisions concerning the business transactions between the Parties**

3.1. The Customer may purchase from the webshop operated by the Service Provider by placing an electronic order, under the terms of the present General Conditions.

3.2. The language of the contract is Hungarian.

3.3. The contract between the Parties is not qualified as written agreement, it is not recorded by the Service Provider, nor will it be accessible afterwards.

3.4. The Service Provider is not subject to any code of conduct.

3.5. The registration of the Customer at the Service Provider is a precondition to the purchase via the Webpage. Only orders placed by registered and logged-in Customers shall be acknowledged by the Service Provider.

#### **4. Registration of the Customer**

4.1. The Customer may register to the Service Provider on the Webpage, under the “Registration” menu point, by completing and submitting the electronic form to the Service Provider. The successful registration is confirmed by the Service Provider via e-mail.

4.2. By registering to the Service Provider, the Customer expressly declares to acknowledge and accept as binding the provisions of the present General Conditions and those of the Privacy and Cookie Policy.

4.3. The Service Provider declines all liability related to the incorrect data provided by the Customer or to the delay or omission of the Customer to notify the data changes to the Service Provider via the specific part of the Webpage in due time. The Service Provider shall not be held liable for any damages derived from these cases. Furthermore, the Service Provider shall not be held liable for the damages caused by the Customer by forgetting the data necessary for the login or by the acquisition or abuse of such data by unauthorized third person, if such acquisition or abuse was not imputable to the Service Provider.

4.4. Following the registration, the Customer is responsible for the secrecy of the login data. The Customer is obliged to notify the Service Provider without delay in case the suspicion of the acquisition of the login data by unauthorized third person arises, and to immediately provide for the modification of the login data.

4.5. The Customer is entitled to cancel its registration from the system of the Service Provider any time, via e-mail to the customer service of the Service Provider. The Service Provider provides for the cancellation of the registration and the deletion of the Customer's data within 2 working days from the receipt of such e-mail. Following the deletion from the system of the Service Provider, the recovery of such data is impossible.

## **5. Offered products and the order of products**

5.1. All information concerning the essential characteristics, features and the instructions for use of the products may be acquired by the Customer from the description attached to the products. The instructions for use and a detailed description are also attached to the products sent to the Customer by the Service Provider. Any further information of the products may be acquired by the Customer at the customer service of the Service Provider.

5.2. The price of the products is indicated in Hungarian Forints and it includes the value added tax, unless signalled otherwise. The indicated price of the products does not include the costs of the delivery.

5.3. The Service Provider is entitled to unilaterally change the price of the offered products. The change of the price enters into force from its release on the Webpage. The change of the price by the Service Provider does not affect the price of the products already ordered, even if the price of the ordered products is reduced; no refund of money shall take place in such cases.

5.4. In case of obviously incorrect pricing (e.g. no price is indicated or there is an unreasonably huge difference between the indicated price and the generally accepted value of the product), the Service Provider is not obliged to deliver the ordered products to the Customer for the indicated price. In such case, after being informed by the Service Provider about the correct price, the Customer is entitled to cancel the contract, as regulated in the present General Conditions.

5.5. For ordering a product, the electronic order form shall be completed adequately. In case of purchasing uniquely designed products to be individually prepared, the picture of the product uniquely designed by the Customer shall be attached to the electronic order form, in the format and according to the parameters as described in the uploading instructions. The selected products may be placed to the electronic shopping cart by pressing "Add to cart".

The Customer is entitled to freely change the items in the shopping cart until the order is finally placed.

5.6. The order of the selected product(s) may be placed to the Service Provider by pressing "Order". The Parties agree that the payment obligation of the Customer applies from the placement of the order and the acknowledgement by the Service Provider.

5.7. During the ordering process and until the final placement of the order, the Customer is able to correct any mistakes in the order form. Before placing the order, the Service Provider indicates the selected products and the total sum of the purchase (including taxes and the costs of the delivery) in a summary table. This shall be confirmed by the Customer, all mistakes should be corrected until this final confirmation.

## **6. Validity of the offer and acknowledgement of the order**

6.1. As an acknowledgement of the order, the Service Provider confirms the order by sending an automatic e-mail within max. 48 hours to the e-mail address indicated at the registration. In case no acknowledgement e-mail is not received within 48 hours from the placement of the order, it is recommended for the Customer to contact the customer service of the Service Provider.

6.2. The validity of the offer of the Customer expires if the e-mail about the acknowledgement of the order by the Service Provider is not received without delay, but not later than within 48 hours from the placement of the order.

6.3. The e-mail about the acknowledgement of the order contains the information of the order and the personal data provided by the Customer. The Customer is obliged to notify the Service Provider within 48 hours from the receipt of the acknowledgement e-mail in case of any incorrect data.

6.4. The Service Provider is entitled to reject the Customer's order in the following cases:

- (i) if the security system of the Service Provider makes the possibility of an erroneous order likely (e.g. order of an exaggerated number of items);
- (ii) if the product uniquely designed by the Customer breaches the rights (especially copyrights) or justified interests of a third party or breaches any legal stipulations;
- (iii) in case of supply shortage at Service Provider of the product ordered by the Customer.

6.5. In case of rejection of the order, the already fulfilled payment shall be refunded to the Customer by the Service Provider within 14 days; the refund will be made via the same method used for the payment.

6.6. The order by its acknowledgement qualify as an electronic contract; the provisions of Act V of 2013 on the Civil Code and Act CVIII of 2001 on certain issues of electronic commerce services and information society services are applicable the contract. The contract falls under the scope of Gov. Decree 45/2014 (II.26.) on the detailed rules on the contracts between consumer and enterprise.

## **7. Payment conditions**

7.1. Customer may pay the consideration for the order via debit/credit card, bank transfer or cash on delivery.

## **8. Delivery conditions**

8.1. Service Provider shall hand over the product ordered at the place indicated in the confirming e-mail.

8.2. Service Provider shall deliver the product ordered by means of postal service provider or other delivery service provider company to the address ordered by the Customer. The Customer may get information on the fee of the delivery here.

8.3. Service Provider cannot ensure that the orders made by the same Customer in different times will be delivered jointly. Each and every order shall qualify as separated from the delivery's point of view and the delivery fee shall be calculated separately.

## **9. Cancellation**

9.1. The Customer qualifying as a consumer shall have the right of cancellation without reason in case of sale and purchase of products within 14 days from the receipt of

(i) the product;

(ii) in case of more products, when the delivery of the products is in different times than the product delivered at last,

(iii) in case of a product consisting of more parts or pieces than the part/piece delivered at last

by the Customer or another party other than the carrier designated by the Customer.

9.2. The Customer shall not have the cancellation right in section 9.1. above in case of a product which is not manufactured in advance, and which was produced by the Customer's instruction or expressed order or in case of such a product, which was obviously customised to the Customer's personality; furthermore in case of such a product in closed packing, which cannot be resent following the opening after delivery due to health protect and hygienic reasons.

9.3. In case of exercising the cancellation right, the Customer shall send back its declaration containing the intention of cancellation to the Service Provider via mail or e-mail to the contact details provided. The Customer may use the template set forth in Annex 2 of Government Decree 45/2014. (II.26.) when exercising his/her cancellation right. The cancellation declaration shall be deemed taken in time, if the Customer sends its cancellation declaration to the Service Provider prior to the expiration of the deadline. In case of postal delivery, the date of engaging the post, in case of e-mail delivery the time of sending will be taken into account by the Service Provider when calculating the deadline. The Customer shall bear the burden of proof that he/she has exercised his/her cancellation right in time and in an appropriate manner.

9.4. In case the Customer exercises its cancellation right, then the Service Provider shall refund the entire amount of consideration paid by the Customer (including the costs associated with the fulfilment) within 14 days from getting acknowledged about the cancellation. The method of refund is the same the Customer used, unless the Parties agree otherwise.

9.5. The Service Provider may retain the entire amount paid by the Customer until the Customer gives back the product or undoubtedly proves that he/she has already sent it back.

9.6. In case the Customer cancels the contract according to the present section, then he/she is obliged to send back the product immediately, but not latest than 14 days from the notice of cancellation; the deadline shall be deemed reached if the Customer send the product back. The Customer shall bear the cost of sending back the product.

## 10. Warranty

10.1. In case of default performance of the Service Provider, the Customer may enforce his/her warranty rights against the Service Provider according to the Civil Code.

10.2. The Customer may – upon his/her choice – claim the following warranty rights: he/she may claim repair or change, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the Service Provider as compared to the fulfilment of an alternative remedy. In case the Customer does not or cannot ask for repair or change, then he/she may claim the proportionate reduction of the consideration or may repair the defect by him/herself or have it repaired at the Service Provider's expense or – at last – may cancel the contract. The Customer shall be entitled to switch from the warranty right selected to another warranty right; however, the cost of switching shall be borne by the Customer, unless it was justifiable or it was caused by the Service Provider.

10.3. Customer shall notify the Service Provider on the lack of conformity immediately but not later than 2 months from detecting the default. Although after 2 years from the fulfilment of the contract the Customer shall not be entitled to enforce his/her warranty rights.

10.4. Within 6 months from the fulfilment, there is no other requirement of the Customer other than notifying the Service Provider about the lack of conformity in order to enforce his/her warranty rights, in case the Customer certifies that the product or services has been provided by the Service Provider. Following 6 months from the fulfilment of the contract, the Customer shall prove that the default detected by the Customer did exist at the time of the fulfilment, as well.

10.5. In addition to the warranty rights above, the Customer – upon his/her choice – may enforce his/her warranty rights or right relating to product liability. As a product liability right, the Customer may only claim the repair or replacement of the product. The product is lack of conformity if it is not in compliance with the quality requirements at the time of trading or it does not have the feature indicated in the product description of the Service Provider. Product liability rights may be enforced within 2 years from trading the product by the Service Provider. The Customer's right elapses following the 2 years expire.

10.6. The Customer may enforce its product liability rights only against the producer of the product or the Service Provider. The default of the product shall be proven by the Customer. The producer (Service Provider) shall only be exempted from its product liability obligation if it can prove that

- (i) it manufactured or placed the product on the market in the course of operations other than in the course of its business activity or for purposes relating to his profession;
- (ii) the state of scientific and technical knowledge at the time when he put the product into circulation was not such as to enable the existence of a defect to be discovered; or

c) the defect in the product was caused by the application of a regulation or a regulatory provision prescribed by the authorities.

The manufacturer (Service Provider) shall prove only one reason from the above. According to the currently effective regulations, the Customer shall not be entitled to enforce warranty right and product liability right based on the same default simultaneously and parallel. Nevertheless, in case of successful enforcement of product liability right warranty rights may be enforced regarding the changed or repaired part of the product against the manufacturer.

## **11. Intellectual property rights**

11.1. The Webpage and its full content are protected by copyright. The Customer acknowledges that the Webpage and all content displayed on the Webpage, i.e. any and all intellectual properties (in particular, but not exclusively all graphics, photos and other materials, arrangement, editing of those and the software and other computer solutions, methods and ideas used and their realisation) are owned by the Service Provider or the Service Provider is the authorised user of them.

11.2. Copying the Webpage's content (or any part of it) to physical or other data carrier device or printing of it is only permitted for personal use or if the Service Provider has granted its prior written consent to it.

11.3. The trade mark used and displayed on the Webpage by the Service Provider shall not be used or exploited otherwise without the prior written consent of the Service Provider. Such intellectual properties shall not be used or exploited in any other way without the Service Provider's prior written consent other than the display that comes with the ordinary use of the Webpage, temporary copying that is necessary to it and copying for personal use.

11.4. The Parties represent that the Customer may create work(s) that are protected by copyright during the creation of the product's unique feature and its order. By handing over of such work(s) to the Service Provider (i.e. by uploading it to the Service Provider's Webpage or the attachment of it to his/her order), the Customer gives his/her irrevocable, exclusive, unlimited in time, territorially unrestricted, free and assignable right of use to the Service Provider. The Customer acknowledges by accepting the present General Conditions that no fees shall be paid to him/her for granting such license right.

## **12. Legal remedies of the Customer**

12.1. The Customer may send his/her complaints regarding the products to the Service Provider's customer service at the following e-mail addresses:

[info@dreamdrawdress.com](mailto:info@dreamdrawdress.com); [info@dreamdrawdress.hu](mailto:info@dreamdrawdress.hu)

12.2. For the sake of effective management of complaints, the Customer shall provide the Service Provider with all details of the order when processing the complaint.

12.3. Upon the nature of the complaint the Service Provider investigates the complaint immediately and remedies it as it is possible. In case the Customer does not agree with the reply or measurement of the Service Provider, or the management of the complaint is not possible immediately then the Customer may send its complaint in writing to contact details above, as well.

12.4. The complaints received in writing shall be investigated by the Service Provider within 30 days and the Service Provider sends a reply in the merit of the case with reasoning in writing.

12.5. In case the legal dispute between the Customer and the Service Provider is not solved during the above-mentioned management of the complaint, the Customer may have the following options:

(i) the Customer may send his/her complaint to the consumer protection authority being competent based on his/her address, which consumer protection authority may decide discretionally on whether to start a consumer protection procedure or not;

(ii) the Customer may initiate a procedure at the mediator council being competent based on his/her address in order to solve the legal dispute concerning the product's quality, safety, the application of product liability rules and the conclusion and fulfilment of the contract, in an amicable, out-of-court way, or may turn to the mediator services operating next to the competent professional chamber of the Service Provider;

(iii) the Customer may initiate a lawsuit in order to enforce his/her claims arising from the legal dispute at the competent court according to the rules of the Code of Civil Proceedings.

### 13. Miscellaneous provisions

13.1. The Customer acknowledges and accepts that in case he/she shares a photo or other content with the Service Provider in connection with the services provided by the Service Provider (e.g. uploading it to the Service Provider's Webpage or social media sites), then he/she gives its expressed consent simultaneously to a free use of them by the Service Provider without restriction in time and territory.

13.2. The Service Provider is entitled to unilaterally amend the terms and conditions of these General Conditions, which shall be effective from their publication on the Webpage.

Effective from 1 July 2017