

General Terms and Conditions

GTC

1. Introduction

These General Terms and Conditions (hereinafter referred to as: "GTC") shall include the terms of using the services at www.incababy.eu, www.incababy.sk, www.incababy.ro, and www.incababy.at websites (hereinafter referred to as: "Website") by the user (hereinafter referred to as: "User"). Technical information required for using the Website which are not included in these GTC shall be included in further brochures and information on the Website.

The contract is in English.

Purchase orders placed on the Website shall not be considered as legal acts made in writing, but shall be considered as legal acts made by implication, and therefore, contracts concluded by the User and the Service Provider by electronic means shall not be considered as written contracts, shall not be filed by the Service Provider, and therefore, may not be accessed and viewed subsequently.

The Service Provider shall not submit to the provisions of any code of conduct.

By using the Website, the User shall acknowledge and accept these GTC.

1. The Service Provider

Name: Incababy Distribution GmbH

Place of Business: AT-7471 Rechnitz, Herrengasse 20

Mailing Address: AT-7471 Rechnitz, Herrengasse 20

Incorporation no.: FN518722b

VAT Number: ATU74818619

EU VAT Number: ATU74818619

Bank Keeping the Company's Bank Account: Erste Bank

IBAN Number: AT 452011 1841 4250 5600

BIC: GIBATWWXXX

Email Address: info@incababy.eu

Phone Number: +36 30 537 4663

Web Hosting Service Provider: UNAS Online Kft.; H-9400 Sopron, Kőszegi út 14.; unas@unas.hu

1. Activities Pursued on the Website

Incababy is engaged in the retail sale of baby products, with particular regard to baby swings and accessories thereof.

1. Terms of Use

4.1. Liability

The User shall only use the Website at its own risk and shall accept that the Service Provider assumes no liability for material and non-material damages beyond those caused intentionally or as a result of gross negligence, caused by criminal offence or by breach of contract posing a risk to life, safety or health.

The Service Provider shall assume no liability for the conduct of the User of the Website and the User shall entirely and exclusively be responsible for its own conduct.

The User shall be obliged to ensure avoiding the direct or indirect infringement of the rights of third parties and the infringement of law during the use of the Website.

The Service Provider shall be entitled to, but shall not be obliged to check the content made available by the User during the use of the Website (e.g. comments), and the Service Provider shall be entitled to, but shall not be obliged search for signs of illegal activities with regard to such contents made available, and shall assume no liability with regard to these contents. The Service Provider – irrespective of the content itself – shall also be entitled to temporarily or permanently remove any content made available/accessible by the User.

The sites of the service may contain connection points (hyperlinks) which may lead to the sites of other service providers. The Service Provider shall assume no liability for the data protection practices and activities of these other service providers.

4.2. Copyright

The entire Website, its graphic elements, texts, technical solutions, and the elements of the Service are protected by copyright or other intellectual property rights (with particular regard to trade mark protection). The Service Provider is the copyright owner or eligible user of every content on the Website and displayed through the provision of the services on the Website, i.e. any works of authorship and other intellectual creations (including, among others, any graphics and other materials, the lay-out and design of the Website, and the software-related and other solutions, ideas and implementations applied).

The content of the Website and each part thereof – subject to the prior written consent of the Service Provider – shall only be saved to any physical or other data storage and shall only be printed for private purposes. Use beyond private purposes – e.g. storage in database, forwarding, making the content accessible, downloadable or commercially available – shall be subject to the prior written approval of the Service Provider.

Beyond the rights expressly laid down in these GTC, neither the use of the Website, nor any provisions of these GTC shall provide the User with any right to use or exploit any trade names or trademarks of the Website in any manner whatsoever. Beyond the intended use and display of the Website, beyond temporary reproduction required for such use and display, and beyond making copies for private purposes, these intellectual creations shall not be used or exploited in any manner whatsoever without the prior written approval of the Service Provider.

The Service Provider shall reserve all rights concerning all elements of its services, with particular regard to www.incababy.eu, www.incababy.sk, www.incababy.ro, and www.incababy.at and www.incababy.at domain names, related subdomains, and any other domain names, related sub-sites and online advertising spaces held by the Service Provider. Any activities aimed at the listing, systematizing, archiving, hacking or decoding of the source code of the database of the Service Provider shall be prohibited unless

expressly authorised by the Service Provider.

Modifying or copying the database of the Service Provider, and creating new data or overwriting any existing data in the database or on the interface provided by the Service Provider is prohibited without a special agreement, without using the services for this particular purpose or by the bypassing of search engines.

1. Purchasing on the Website

5.1. Registration

Valid registration is not a condition of purchasing on the Website. Subscription to newsletter on the Website is possible without registration as well.

However, in case the User would like to register on the Website, the User may do so by clicking on the "Registration" menu or by filling in the registration interface during the process of placing the purchase order as required. The User shall provide the following data to the Service Provider on the registration interface, or in case the User purchases without registration:

Under the "Registration Data" menu

- Email Address
- Password
- Password Again

Under the "Data of Contact Person" menu

- Name
- Mobile Phone Number

Under the "Shipping and Billing Data" menu

- Name
- Country
- Postal Code
- City
- Street Address

The Website sets the billing and shipping addresses to be the same in the related check-box by default. In case the billing and shipping addresses are different, the User may provide a different shipping address by clicking the check-box (by removing the tick from the check-box).

In case the User were to forget its password, a new password can be requested on the Website, which will be sent to its registered email address. If the User registered on the Website previously, the process of placing the purchase order can be continued by entering its email address and password.

The User shall accept that the provision of data – with particular regard to the shipping data and the contact details – is required for shipping the ordered products to the User, and so, these data shall also be required by the Service Provider to perform its obligations in accordance with the ad hoc contract which has been concluded by the Parties when the User placed the purchase order. With consideration to the above, the User shall be responsible for the accuracy and completeness of the data, and the Service Provider shall not be responsible in any manner for delays in delivery or any other defaults caused by the provision of inaccurate and/or incomplete data by the User. The Service Provider shall not be responsible for damages caused by the User forgetting its password or by the disclosure of the User's password to unauthorized persons for reasons beyond the control of the Service Provider. The Service Provider shall handle each registration to be made by individual persons.

The Service Provider shall notify the User on success of the registration via email; this email shall include a summary interface, where the User may review the data it has provided during the registration.

After successful registration, the User may log in to the Website by entering its log-in data (email address, password) under the "Customer Login" menu on the Website.

The User may also log in using its Facebook data by clicking "Login with Facebook" or using its Google Account by clicking "Login with Google". In this case, the User will have to enter its email address and password used for its Facebook/Google Account in a pop-up window. In case of registration with Facebook Account, the Service Provider will not publish any information on the User's Facebook/Google Account without the User's consent.

The User may delete its registration at any time by sending an email to info@incababy.hu email address. The Service Provider shall ensure the deletion of the registration upon the receipt of the email. The deletion of the User's registration shall cause the erasure of the User's data from the system of the Service Provider; this, however, shall not concern the retention of data and documents concerning previously placed purchase orders, and shall not result in the erasure of these data, with particular regard to billing-related documents and data. Deletion and erasure shall mean that it is impossible to restore deleted and erased data.

The User shall be responsible for keeping the User access data (with e.g., particular regard to the password) confidential. In case the User learns that unauthorized third parties might have obtained its password provided during the registration, the User shall be obliged to change its password without delay, and in case it is presumed that such third parties were to misuse the password in any manner, the User shall be obliged to notify the Service Provider as well.

The User shall assume to update its personal data provided during the registration as required, in order to keep them up-to-date, accurate and complete.

Product Search

The Website provides the Users with the opportunity to study the products offered by the Service Provider and order (purchase) those online. The User may browse the Website with the help of the menu items. The products are listed in a system of categories. The **Promotional Items** category include promotional items available in the Webshop. The starting and ending date, or the starting date and the caption "**until stocks are exhausted**" of the promotion are indicated individually for each product. The **New Products** menu shows products introduced recently in the Webshop's range of products.

Clicking on the name of a category will show the list of its products. If it is impossible to show all products of a specific category in one page, the User may scroll the pages by clicking the numbers above and below the products. The User may access the page of detailed product information from the list of products by clicking on the name of a specific product; this is where the User may obtain information on the features and price of the desired product.

The Website shows whether a specific product is currently in stock. **Information concerning the stock is updated every 30 minutes.**

The User may search for products on the Website by using keywords. The results of the product search in correspondence with the search criteria will be shown as a list like in the case of the categories.

5.2. Placing the Purchase Order

The chosen products can be placed in the shopping cart using the Shopping Cart button, and the number of products to be ordered can be set next to the Shopping Cart button. The User may check the content of the shopping cart under the Shopping Cart menu. This is where the User may modify the number of products to be ordered, or remove specific items. The User may even completely empty the shopping cart using the Empty Shopping Cart button. The User may continue the process of purchasing by clicking the Order button. As a second step, the User may choose to log in or register.

In the next step of the process of purchasing, the User will have to select a suitable payment and shipping method. The User may check its previously provided data, the products and the number of products to be ordered in a summary page. In case of errors in the data entered, the User may correct the data using the pencil icon. If the User finds everything to be correct, the User may finalise the purchase order by clicking the Send Order button. It is important that the User must accept the GTC and the Information on Data Processing by checking the appropriate check-boxes in this interface in order to be able to continue the purchase. In case the User does not accept these, the User will not be able to send its purchase order to the Service Provider.

By clicking the "Send Order" button at the bottom of the page, the User permanently sends its purchase order.

Thus, the purchase order shall be placed by clicking the "Send Order" button which shall entail payment obligation for the User.

The User shall receive a confirmation thereof on the Website and in email as well. In case the User were to detect any errors in the data provided after placing the order (e.g. in the confirmation email), the User shall notify the Service Provider thereof without delay, but no later than within 24 hours; in case the User were to fail to notify the Service Provider, the User shall be liable for any damages resulting from the provision of inaccurate information.

Regardless of any intent to purchase, the User may log in to the Website in the **Customer Login** window or through the **Login** menu. After login, the User is shown the **Edit Information** menu, where the User may edit its information provided during the registration, or trace the data and status of its orders placed.

Price of Products

The purchase price of the products on the Website are indicated with value-added tax and other public charges (as gross price).

The purchase price indicated next to the products do not include shipping fee. However, no separate packaging fees shall be charged.

The price of the products is indicated in Euro (EUR) on the www.incababy.eu, www.incababy.sk, www.incababy.ro, and www.incababy.at websites.

The total amount to be paid shall include all costs on the basis of the summary of the purchase order and the confirmation email, including the shipping fee in case the User chose a shipping method where shipping expenses arise.

The Service Provider shall assume no liability for prices indicated incorrectly despite the diligence of the Service Provider and/or due to an error by the system, and for clearly incorrect, unrealistic prices that are significantly different from the well-known approximate price of a specific product (e.g. 0 EUR). In such cases, the Service Provider shall not be obliged to provide such product for the price indicated incorrectly on the Website. In case of indicating a price incorrectly, the Service Provider – in or after the confirmation of the purchase order – will offer the opportunity to the User to purchase the product for its actual price; in the possession of this information, the User may decide to order the specific product for its actual price or may cancel the purchase order without any detrimental legal consequences; in the latter case, any payments made by the User shall be reimbursed.

5.3. Validity of the Offer, Confirmation

The Service Provider shall notify the User of the confirmation within 48 hours. In case the User does not receive the confirmation email of the purchase order within 48 hours, the User shall be exempt from the validity of its offer and shall not be obliged to receive the product ordered.

The confirmation email shall include the information provided during the purchase, the data of the purchase order, the name and price of the product(s) ordered, the selected payment and shipping methods, the order number, and the comments of the User concerning the purchase order.

5.4. Conclusion of the Contract

The contract may only be concluded in Hungarian. Placing the purchase order shall be considered as a contract concluded by electronic means which shall be governed by Act CVIII of 2001 on certain issues of electronic commerce services and information society services. The contract shall be subject to Gov. Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and companies, and shall take the provisions of Directive 2011/83/EU of the European Parliament and of the Council on the rights of consumers into consideration.

The contract shall be concluded when the automatic confirmation is received.

5.5. Invoice

The Service Provider shall issue an invoice in paper form.

This paper-based invoice shall be sent to the User together with the package, at the same time when the order is delivered.

In case the User would like to receive separate invoices of the individual items, the User shall notify the Service Provider thereof at the time of placing the purchase order or in a phone call with the purpose of having the invoices issued properly.

5.6. Payment

Several different payment methods may be used on the Website:

Bank Transfer

In case the User would like to pay the purchase price of the products via bank transfer, the User may make the payment to the bank account provided/indicated; however, before making the bank transfer payment, the User shall definitely wait for the confirmation email and shall not transfer the purchase price to the Service Provider until the User has received this email.

Once the bank transfer payment is received, the package is given to the courier company and the products will be shipped – however, the package is "in standby mode" until the payment is received. The Service Provider shall notify the User of the shipping.

Cash On Delivery

In case the User would like to pay the purchase price of the products via cash on delivery, the User shall select this payment method during the process of purchasing. In this case, the User shall pay the purchase price of the product and the occasional shipping fees to the courier when the products are delivered.

Payment Using Bank Card

The User may choose to pay online using Paypal or Barion.

5.7. Product Delivery Methods, Shipping

5.7.1. Courier Company

The Seller shall send a confirmation email to the Customer upon processing the purchase order; this email shall include information on the provision of the package to the courier company, and the expected date of the shipping or delivery. (This is not the automatic confirmation email of the Webshop – this email only notifies the Customer that the Webshop has received the purchase.)

In case the User would like to receive the products with home delivery service, the Expressone Transporter Company will ship the products.

The courier company normally delivers on working days from 08:00 AM to 05:00 PM (from Monday to Friday).

The User may request the order to be delivered to any address within the administrative area of the European Union, however, the User shall definitely indicate if the receipt of the package is not possible at all times, or other conditions subsist (e.g. delivery to workplace, or if the User is at home only in the morning).

The courier company shall notify the User of the expected time of the delivery via email or phone; however, the package can be traced via the contact details on their website as well (<https://expressone.hu/en/services/client-software/>).

The courier company shall attempt the delivery twice; after this, they will return the package to the Service Provider, who will contact the User again.

Upon the receipt of the products, the User shall be obliged to inspect whether the products are undamaged. In case the User detects damages on the package or on the products, the User may request the courier to draw up a report.

In case the package or the product is clearly damaged upon delivery and the damage has occurred prior to the receipt of the product, the Service Provider shall take back or replace the product free of charge.

In case the shipping fees were to exceed what the Service Provider has indicated in the confirmation email, the User may withdraw from the purchase.

Unless otherwise agreed, the Service Provider shall be obliged to provide (deliver) the products to the User – who is a Consumer – without delay, but no later than within thirty days of concluding the contract. In case of delays by the Service Provider, the User shall be entitled to set a second deadline for the delivery.

5.7.2. Shipping Fee

The User may find further information on the shipping fees on the [Information page, under the Shipping Methods section](#).

1. Right of Withdrawal

6.1. Exercising the Right of Withdrawal

This section shall only apply to those natural persons (legally considered as consumers) acting outside of their professional, self-employment or business activities, who purchase, order, receive, use, utilise products or who are recipients of commercial communication and offers considering products (hereinafter referred to as: "Consumer").

In accordance with Gov. Decree 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the company, the Consumer shall be entitled to withdraw from the contract for the sale and purchase of the products without giving any reasons within fourteen (14) days of the receipt of

1. the product;
2. the last product, in case several products have been provided;
3. the last item or piece, in case of a product consisting of several items or pieces;
4. the product for the first time, in case the product shall be provided regularly within a given timeframe

by the Consumer or by any third party appointed by the Consumer, who is not the shipper.

The Consumer may exercise its right of withdrawal between the day of concluding the contract and the day of receiving the product as well.

In case the Consumer would like to exercise its right of withdrawal, the Consumer shall forward its clear and concise statement of its intent to withdraw to the Service Provider's contact details indicated in Section 2 of this GTC by postal mail or electronic mail. For such purposes, the User may use the sample form of withdrawal available at the hyperlink in the email – which confirmed the purchase order. The Consumer exercises its right of withdrawal within the time-limit available in case the Consumer sends (forwards) its statement of withdrawal to the Service Provider before the expiry of the 14 calendar days.

The burden of proof of exercising the right of withdrawal in accordance with the provisions of Section 6 shall be on the Consumer.

The Service Provider shall confirm the receipt of the statement of withdrawal to the Consumer via email in both cases.

In case of withdrawal in writing, the withdrawal shall be considered as valid and forwarded within the time-limit if the Consumer forwards its statement of withdrawal to the Service Provider within 14 calendar days (including the 14th calendar day).

In case of sending the statement via postal mail, the date of posting, while in case of sending the statement via email or facsimile, the date of (sending) forwarding the email or facsimile shall be taken into consideration with regard to the time-limit. The Consumer shall send the mail by registered post so that the date of posting can be demonstrated properly.

In case of withdrawal, the Consumer shall be obliged to send the ordered products back to the Service Provider to its address indicated in Section 2 without delay, but no later than within 14 days of forwarding the statement of withdrawal. This time-limit shall be considered as met in case the Consumer sends the products before the expiry of the deadline of 14 days (posts the products or gives the products to the courier company the Consumer has chosen and paid for the delivery).

The costs of sending the products back to the address of the Service Provider shall be borne by the Consumer unless the Service Provider has expressly agreed to bearing these costs. However, in case the Service Provider does not agree to bear these costs, the Service Provider shall not receive any products sent back to it with cash on delivery. With regard to the withdrawal, the Consumer

shall not be obliged to bear any other costs beyond those related to sending the products back to the Service Provider.

In case the Consumer withdraws from the contract, the Service Provider shall reimburse all consideration paid by the Consumer – including the shipping fees (paid for the delivery), except for the additional costs that incurred because the Consumer chose a different shipping method from the usual and cheapest one, which the Service Provider has offered – without delay, but no later than within 14 days of receipt of the statement of withdrawal of the Consumer. The Service Provider shall be entitled to withhold the reimbursement until receiving the products, or until the Consumer has demonstrated properly that it sent the products back: the Service Provider shall take the earlier date into consideration.

The Service Provider shall use the same payment method for the reimbursement which has been used for the original transaction, unless the Consumer provides its explicit consent to using a different payment method; the Consumer shall not bear any additional costs due to using this different payment method.

The only instance where the Consumer may be held liable for the depreciation of the products is where depreciation was caused by use which is beyond what is necessary for determining the features, characteristics and functioning of the products. Thus, the Service Provider may demand reimbursement in case of depreciation caused by use which is beyond what is necessary for determining the features, characteristics and functioning of the products, and may demand the reimbursement of any other reasonable costs as well – in case the Service Provider has started the performance of its obligations according to the service contract before the expiry of the deadline at the explicit request of the Consumer, and then the Consumer exercises its right of withdrawal.

6.2 Cases in which the Consumer Shall Not Exercise its Right of Withdrawal

- Non-prefabricated products manufactured by the Service Provider on the basis of the instructions or at the explicit request of the Consumer, or custom-made products manufactured clearly for the Consumer.
- Perishable products or products with short shelf-life.
- Products with sealed packages which cannot be sent back after opening due to health protection or hygienic reasons (e.g. pacifier, cosmetics, food supplements). In this case, however, the products can be sent back if the seal and the protective foil hasn't been opened or removed yet, that is, if the products haven't been used yet.

1. Guarantee

7.1. Warranty

In case of delivering defective products, the User may enforce its warranty claims in accordance with the provisions of Act V of 2013 on the Civil Code.

The User who is a Consumer shall be obliged to notify the Service Provider on the defects without delay, but no later than within two (2) months of detecting the defects; the User shall be liable for any damages resulting from delays of indicating the defects. The User shall not enforce its warranty claims in case the limitation period of two (2) years from the date of receipt (which shall be the same as the date of fulfilment of contractual obligations by the Service Provider) has expired. The User who is not a Consumer may enforce its warranty claims within a limitation period of one (1) year from the date of receipt.

The User may enforce its warranty claims in case the product defects have already existed at the time of delivery of the products.

The User – at its choice – may exercise the following warranty rights: The User may request repair or replacement, unless these cannot be fulfilled as the User had requested, or if fulfilling such request would result in disproportionate additional costs in comparison with other warranty rights. In case the Service Provider did not assume the repair or replacement, cannot perform those within the appropriate time-limit or the User has lost its interests in the repair or replacement, the User may request the proportionate reduction of the consideration (according to the price), may repair the defect or have the defect repaired with third parties at the expense of the Service Provider, or may finally withdraw from the purchase order (i.e. from the ad hoc contract).

The User may change from previously chosen warranty rights to other warranty rights, however, the User shall bear the costs of such change, unless the change was justified or the Service Provider gave a reason for the change.

The User may enforce its warranty claims directly against the Service Provider.

In case of defects detected within six (6) months of the performance (i.e. of the delivery and receipt), it shall be presumed that the defects have already existed at the time of the performance, unless this presumption is inconsistent with the nature of the defects or the products – however, the Service Provider may prove that the defects have occurred after the receipt of the products by the User. In case the User reports the defects beyond six (6) months, the User shall be obliged to prove that the defects have already existed at the time of the performance.

7.2. Product Guarantee

In case of product defects, the User shall be entitled to demand the repair or replacement of the defective product directly from the manufacturer or the distributor. In this regard, a product shall be considered defective if it does not meet the quality requirements applicable at the time of placing the product on the market, or does not possess the characteristics indicated in the specifications provided by the manufacturer.

The User may enforce its product guarantee claims within two (2) years of the manufacturer placing the product on the market; the User shall no longer be entitled to enforce its product guarantee claims after the expiry of these two (2) years.

The User shall be obliged to prove the defects of the products in case of enforcing its product guarantee claims.

The manufacturer (distributor) shall only be exempt from its obligations concerning product guarantee, if it is able to prove the following:

- the product was not manufactured or distributed while acting in the course of its business activity; or
- the defect was undetectable at the time of placing the product on the market according to the state of the scientific and technical knowledge; or
- the defect of the product is the result of legislation or mandatory administrative rules.

7.3. Commercial Guarantee

Gov. Decree 151/2003 (IX.22.) on the statutory commercial guarantee concerning specific durable goods shall be governing with regard to the statutory commercial guarantee concerning specific durable goods.

Statutory commercial guarantee for products offered (sold) by the Service Provider shall be one (1) year, the starting date of which

shall be the date of delivering the products to the Consumer. Rights concerning commercial guarantee may only be exercised by a User who is a Consumer. In case of repair, the period of commercial guarantee shall be extended from the date of delivery for repair, by the period during which the Consumer was unable to use the product.

The Service Provider shall be exempt from its obligations concerning the commercial guarantee, if the Service Provider proves that the reason of the defect has occurred after delivery.

The defect shall not be subject to commercial guarantee if its reason has occurred after the delivery of the product to the User, for example, if the defect was caused by the following:

- incorrect installation (except for the cases where the installation was performed by the Service Provider or by its representative, or where the installation was incorrect due to errors in the user manual);
- unintended use, ignoring the user manual;
- inappropriate storage, inappropriate use, intentional destruction;
- natural forces, natural disaster.

In case of defects subject to commercial guarantee, the User may enforce the warranty claims above.

In case the User enforces its demand for replacement due to product defects within three (3) working days of the purchase, the Service Provider shall not refer to disproportionate additional costs, and shall be obliged to replace the product, provided that the defect prevents intended use.

The User may enforce its commercial guarantee claims with the guarantee certificate. The Service Provider may provide the guarantee certificate to the User by electronic means as well, but no later than one day after the date of delivering the product. The receipt (slip) or invoice may only be used instead of the guarantee certificate, if the Service Provider did not provide the guarantee certificate to the User.

7.4. Enforcing Guarantee and Warranty Claims

The User may notify the Service Provider on its warranty claims on the Service Provider's contact details indicated in Section 2.

The User shall not enforce warranty and commercial guarantee claims or product guarantee and commercial guarantee claims at the same time and simultaneously for the same defect.

The Service Provider shall repair or replace the product within the appropriate time-limit, with consideration to the interests of the User, and taking the specifications of the product and the characteristics expected by the User into account.

Only new parts shall be installed in the product in case of repair.

Costs related to meeting the warranty claims shall be borne by the Service Provider.

In case the period of repair/replacement exceeds fifteen (15) days, the Service Provider shall be obliged to notify the User on the expected period thereof; this notification may be made by electronic means in case of the prior consent of the User.

1. Place, Time and Method of Handling Complaints

The address, phone number and electronic mailing address for submitting complaints and for communication are the same as those on the site of Webshop Information.

The Customer may submit its complaint orally (personally or on phone) or in writing to the customer service. If the Customer requests information or a statement of position regarding the operation or activities of the Webshop, it shall not be considered as a complaint.

The Webshop shall investigate the oral complaint immediately and shall remedy as occasion may require. In case the Customer does not agree with the handling of the complaint, or it is impossible to investigate the complaint without delay, the Webshop shall immediately draw up minutes on the complaint and on the Customer's opinion on complaint handling; these minutes shall be sent to the Consumer no later than at the time of sending the Webshop's response to the complaint. The Webshop shall respond to written complaints (including those sent by electronic means) and to complaints made on phone within thirty days in writing, unless specified otherwise by law. Complaints submitted in such manner shall be provided with a unique identification number by the Webshop. Filed complaints shall include the name and address of the complainant, the description of the complaint and any other data required by law. The company shall be obliged to state reasons for its refusal of the Customer's complaint, and shall also be obliged to notify the Customer on the remedies available.

The Webshop shall be obliged to retain a copy of its response given to the Customer's complaint for five years and shall be obliged to present the copy to the supervisory bodies when requested.

The minutes drawn up by the Webshop shall include the data and information required by Act CLV of 1997 on consumer protection.

On the basis of Regulation (EU) no 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) no 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (hereinafter referred to as: "Regulation"), the European Commission has established an online platform for dispute resolution, which has been accessible since 15 February 2016 by consumers and suppliers as well in case of consumer disputes between those concluding sale and purchase agreements or service contracts online. The Regulation shall directly concern suppliers established in the Union, having place of business in Hungary and concerned with online sale and purchase agreements or service contracts, in case consumer disputes were to arise between such suppliers and consumers due to online sale and purchase agreements or service contracts. Prior registration in the system of the European Commission is required for using this online platform for dispute resolution. After registration in the system of the European Commission, you may access the online platform for dispute resolution via the following hyperlink: <http://ec.europa.eu/odr> . Once the site has loaded, please select your language, log in and follow the instructions of the site. For further information on issues concerning cross-border online dispute resolution, please refer to the Conciliation Board of Budapest.

Conciliation Board of Budapest: H-1016 Budapest, Krisztina krt. 99. I. em. 111. Mailing address: H-1253 Budapest, Pf.: 10. Email address: bekelteto.testulet@bkik.hu ; phone number: +36 (1) 488 21 31.

In case of a dispute concerning the Webshop, the Consumer may refer to the conciliation board competent for the Consumer's place of residence. The operator of the Webshop shall be obliged to participate in and co-operate during the conciliation procedure in accordance with the relevant legislation. The list of bodies can be found at the www.bekeltetes.hu website.

In case the Webshop did not handle the Consumer's complaint or objection related to quality, did not handle the complaint or objection in accordance with the relevant legislation, or in case the Webshop has made other mistakes which infringed the

Consumer's rights, the Consumer may refer to the district office competent for the Consumer's place of residence. For the list and contact details of district offices competent for specific places of residence, please visit the www.jarasinfo.gov.hu website. In certain cases (thus, in case of specific infringements concerning webshops as well), proceedings shall be conducted by district offices of county capitals.

1. Miscellaneous Provisions

9.1. Amendment of the GTC, Alteration of Prices

The Service Provider may amend these GTC, and may alter the prices of the products and any other prices on the Website at any time with retrospective effect; the amendments and alterations shall enter into force after publishing on the Website, and shall only apply to transactions (purchase orders or purchases) after entry into force. When placing a purchase order (when purchasing), the User gives its consent and accepts to be bound by the provisions of these GTC by ticking the appropriate check-box.

9.2. Technical Limitations

Purchasing on the Website presumes that the User understands and accepts the possibilities and limitations of the Internet, with particular regard to technical performances and errors that may occur. The Service Provider shall not be responsible for any functional errors of the Internet or of the User's Internet-capable device if it hinders the functioning of the Website, the use of the Website and/or purchasing on the Website by the User.

9.3. Privacy Policy

The Privacy Policy of the Service Provider is available at the following hyperlink: https://incababy.hu/shop_help.php?tab=privacy_policy

Entry into force of the General Terms and Conditions

The date of entry into force of these General Terms and Conditions: 08.02.2021

Data Processing

Information on Data Processing

Incababy Distribution GmbH as data controller (hereinafter referred to as: "Data Controller") shall declare that data processing performed by the Data Controller related to the Webshop operated by the Data Controller is in compliance with the applicable legislation. When processing the data of the users, the Data Controller shall proceed with consideration to and in accordance with the applicable legislation below:

- [Act VI of 1998 on the protection of individuals with regard to automatic processing of personal data](#);
- [Act CVIII of 2011 on electronic commerce services](#) (Info Law);
- [Act C of 2003 on electronic communications](#);
- [Act CXII of 2011 on informational self-determination and freedom of information](#);
- Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter referred to as: "GDPR").

The purpose of this Information on Data Processing is to lay down principles and rules with consideration to the processing of personal and other data that became available to the operators of the website(s) (as data controller), which the customers provided when they placed purchase orders for products from the Webshop at the [/www.incababy.eu](http://www.incababy.eu) [/www.incababy.sk/](http://www.incababy.sk/) www.incababy.ro/ www.incababy.at website(s).

This Information on Data Processing shall only apply to data provided by the user to the Data Controller for using the website(s), particularly for requesting newsletter services and for making purchases in the Webshop; the provisions of this Information on Data Processing shall not apply to personal data if a person disclosed its own personal data or a part thereof voluntarily on or through the website.

In case of ordering products distributed by the Webshop at [/www.incababy.eu](http://www.incababy.eu) [/www.incababy.sk/](http://www.incababy.sk/) www.incababy.ro/ www.incababy.at websites, users may provide data which shall be considered as personal data in accordance with the Info Law. Personal data shall be any information concerning any (identified or identifiable) natural person who is a data subject, including any data related to a natural person, or any conclusion concerning a data subject which may be drawn from the data. The personal data shall retain its quality as "personal" throughout the data processing as long as its relation with the data subject may be restored. A person shall particularly be considered identifiable if he/she can be identified directly or indirectly based on his/her name, identifier, or on the basis of one or more factors characterising his/her physical, physiological, mental, financial, cultural or social identity.

Legal Basis of Processing

In case of services provided by the Service Provider, the legal basis of the data processing shall be the performance of the Service Provider's contractual obligations concerning the services provided by the Service Provider to the Consumer as Customer (i.e. person subject to data processing) who has placed the purchase order (i.e. concluded the contract); in any other cases, the legal basis of the data processing shall be the consent of the user.

Purpose and Extent of Data Processing

The purpose of Data Processing is the performance of contractual obligations and the provision of particular personalized services in case of purchasing the services; in any other cases, the purpose of Data Processing is facilitating communication with the users, or occasional participation in particular prize competitions. The data of the users are processed in accordance with the relevant legislation, and the Data Controller processes and stores the users' data only for the performance of its contractual obligations, for the subsequent demonstration of the terms and conditions of the contract, and in accordance with the consent of the user.

When processing the user's data, the Data Controller may use the services of a third party (data processor), who shall also be obliged to meet the relevant legislation concerning itself and its activities when processing data. The Data Controller shall stipulate that no

user data shall be forwarded to third parties outside of the European Union and no such persons or organisations shall participate in the processing of data. Personal data processed by the Data Controller shall be processed by [***] GmbH. as data processor for billing purposes, while the Data Controller's IT-related operations and management activities are performed by [***] GmbH. as data processor. In order to deliver the products ordered from the Webshop to the user, the Data Controller shall be entitled to provide the service provider performing the shipping with the shipping data of the user and with other contact details required for the delivery.

Consenting to Data Processing

When ordering the services, the user gives its explicit consent – or, in the absence of explicit consent, by voluntarily providing its personal data – to the Data Controller to process its data required for the purchase order (or as occasionally required by law), and to process its other data provided voluntarily.

Security of Personal Data

The Data Controller shall endeavour to take every measure that can be expected from it in order to maximise the security of its IT systems used, with particular regard to preventing unauthorised access to the data stored on the website. The Data Controller shall take every measure that can be reasonably expected from it for the safe storage of personal data, but shall not assume liability for loss of data, damages to data or access by unauthorised persons caused by natural disaster, criminal offence or other force majeure.

User's Rights Concerning Data Processing

The user shall have the following rights with regard to the processing of its personal data:

- right of information;
- right of access to personal data;
- right to rectification;
- right to erasure ("right to be forgotten");
- right to restriction of processing;
- right to data portability;
- right to object;
- right to lodge a complaint with a supervisory authority;
- right to an effective judicial remedy;
- right to representation.

The user may submit its observations or requests concerning data processing via email (at the info@incababy.hu email address) or to the place of business of the Data Controller (AT-7471 Rechnitz, Herrengasse 20.) in writing.

The Data Controller shall be obliged to provide information on the data processed by the Data Controller, and on the legal basis, purpose and duration of data processing at the request of the user. The Data Controller shall be obliged to provide such information in writing, in the shortest possible time of submitting the request, but no later than within 30 days.

Remedies

The user shall not exercise its rights if the Data Controller proves that the user does not provide the data required for confirming the user's identity, or in case the user's request is clearly unfounded or excessive (with particular regard to repetitions).

In case of prejudice to the user's rights concerning data processing, the user may refer to the National Media and Infocommunications Authority (H-1055 Budapest, Falk Miksa utca 9-11.; <https://www.naih.hu>) or may assert its rights before a court on the basis of the Info Law.

Rules Concerning Cookies

The [/www.incababy.eu](http://www.incababy.eu) [/www.incababy.sk/](http://www.incababy.sk/) www.incababy.ro/ www.incababy.at websites use so-called "cookies" in order to facilitate the use of the websites and to improve user experience. Cookies are small data packages stored by the visitor's browser on the hard drive of the visitor's computer; cookies are required for the satisfactory use of our website. For example, cookies are essential for tracking and updating the "Webshop Shopping Cart", or to finish the purchase.

Third parties may also use cookies in the visitor's browser when using the website. These cookies are used for statistical purposes (Google Analytics), increase the efficiency of our advertisements (Google Remarketing), or are required for the operation of the Scarab Recommender service, which offers products on the basis of products viewed previously by the visitor. The software listed above are in compliance with the provisions of the legislation on data protection.

Cookies used by the website do not store any personal data and do not collect any information which might be used for identifying any person. The user may delete cookies or may permanently block the receiving of cookies by the computer (or any other device) used by the visitor in the settings of the browser.