



**FOXPOST**

**Zártkörűen Működő Részvénytársaság**

**registered office: H-3300 Eger, Maklári út 119.**

**GENERAL TERMS AND CONDITIONS**

**concerning Package Collection and Delivery Services**

**Effective from: 16 October 2023**

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## GENERAL TERMS AND CONDITIONS

### 1. About the Service Provider

Name of the Service Provider: FoxPost Zártkörűen Működő Részvénytársaság

Short name of the Service Provider: FoxPost Zrt.

Registered seat of the Service Provider: 3300 Eger, Maklári út 119.

Mailing address of the Service Provider (also serving as a branch office): 1097 Budapest, Könyves Kálmán körút 12-14

Company registration number of the Service Provider: 10-10-020309 (registered by the Court of Registration of the Court of Eger)

Tax number of the Service Provider: 25034644-2-10

Website of the Service Provider: [www.foxpost.hu](http://www.foxpost.hu)

Email address of the Service Provider: [info@foxpost.hu](mailto:info@foxpost.hu)

Telephone number of the Service Provider: +36-1-999-0369

Address of the Customer Service Office: H-1097 Budapest, Könyves Kálmán körút 12-14, III. emelet.

Telephone number of the Customer Service Office: +36-1-999-0369

Email address of the Customer Service Office: [info@foxpost.hu](mailto:info@foxpost.hu)

Business hours of the Customer Service Office: Monday between 8 a.m. and 8 p.m.

Business hours of the telephone customer service line: from Monday to Friday between 8 a.m. and 8 p.m.

These general terms and conditions (hereinafter the GTC) are drafted by the Service Provider subject to the provisions of Act V of 2013 on the Civil Code (hereinafter the Civil Code), Act CLIX of 2012 on Postal Services (hereinafter the Postal Services Act) and Government Decree No. 335/2012 (XII.4.) on the provision of postal services and on the detailed rules of postal services relating to official documents, and on the general contractual terms of postal services and on consignments that are excluded from the postal service or that may only be transported subject to certain conditions (hereinafter the Decree). Pursuant to the Decree, the provisions of the decree on the detailed rules of agreements between consumers and enterprises shall not be applied to postal service, as the GTC published on the Service Provider's website and also made available at all postal service locations comply with the requirements of the Decree in all respects and the postal service agreement is drawn up on the basis of such general terms and conditions.

The Service Provider is a business organisation that provides postal services including the pick-up, collection, processing, transportation and delivery of shipments; and performs the economic activity 5320'08 Other postal and courier activities as per TEÁOR'08. Pursuant to Section 3(2) of the Postal Services Act, the above-listed activities performed in relation to shipments are also considered to be postal services even if they are provided as part of a complex service comprising other services not qualifying as postal services. The Service Provider provides its partners postal services not considered substitute for universal postal services in compliance with Subsection c) of Section 5 of the same Act.

The Service Provider may also involve contributors to provide the services.

Pursuant to Section 8 of the Postal Services Act, the Service Provider provides postal services not considered substitute for universal postal services in respect of the following postal services:

- courier service
- express postal service

Pursuant to Section 8(3) of the Postal Services Act, the Service Provider provides postal service not considered substitute for universal postal services in respect of the following special additional services representing significant high added-value:

- track & trace service
- time-guaranteed service
- cash on delivery service

Additional service (Section 2(41) of the Postal Services Act): an additional service undertaken in the postal service agreement, linked to the pickup, collection, processing, transportation or delivery of a shipment, which service is provided by the postal service provider as part of the postal service, based on a separate request by the sender or as part of postal service package.

Courier service (Section 2(15) of the Postal Services Act): a time-guaranteed postal service to be delivered within 24 hours of accepting a shipment, whereby the postal service provider undertakes to have the person accepting mail continuously personally monitor the shipment until a delivery attempt is made, ensuring that the sender has the option to change the recipient or the address of the shipment at any time during such period and take the necessary steps if delivery by hand fails. The Service Provider only provides such services under individual agreements.

Express postal service (Section 2(9) of the Postal Services Act): a time-guaranteed service whereby the postal service provider undertakes to deliver a shipment within Hungary on the business day after its acceptance and, furthermore, provides at least one of the additional services listed below:

- a) track & trace;
- b) cash on delivery.

The Service Provider only provides such services under individual agreements.

Track & trace (Section 2(26) of the Postal Services Act); a technology used by the postal operator, where based on the unique identifier of the shipment, the postal service provider provides information at least on the location and date of shipment collection, the date of delivery, the basis for acceptance authorisation or, in the case of failed delivery, the further handling of the shipment. This information is provided as information that can be retrieved from the Internet or sent as a text message forwarded and documented using an electronic telecommunications network.

Time-guaranteed service (Section 2(19) of the Postal Services Act): a commitment made by the postal service provider to deliver the shipment within a specific period or at a specific time.

The Service Provider only provides such services under individual agreements.

Cash on delivery service (Section 2(42) of the Postal Services Act): an additional service available for registered shipments, as part of which the postal service provider delivers the shipment after collecting the amount specified by the Sender in cash or by other means, and the amount thus collected is sent to the Sender on behalf of the Recipient using a payment service specified in Section 6(1) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises.

## **2. Purpose, dissemination and acceptance of the GTC**

These GTC shall be incorporated into the Service Provider's service agreements on the provision of postal services (hereinafter the individual service agreement), the individual agreements concluded with Senders in compliance with the Postal Services Act as well as the subcontractor agreements (e.g. carriage agreement) concluded with contributors used in the provision of services. Issues not regulated in the GTC are governed by the individual agreements concluded by the Parties. The Service Provider shall make these GTC available on its website. These GTC shall become incorporated into the individual agreement when the Client represents in a verifiable manner that they are aware of the content of the GTC and that they accept the provisions thereof as binding, which are prerequisites of the use of the services provided by the Service Provider. Upon a declaration made by the Client that they are aware of the content of the GTC and accept the provisions thereof as binding, the GTC shall be incorporated into the individual agreement.

## **3. Definitions**

**Recipient:** the private individual, legal entity, business association without legal personality or other organisation, who/which is indicated as recipient on the shipment, on the packaging thereof or on the label affixed to the packaging or cover or specified in the list accompanying the shipment or electronically among the data specified for the postal shipment, in other words to whom/which the shipment must be delivered.

**Parcel machine:** The automated package delivery locker installed at various points of the country and operated without staff for the purpose of delivering Shipments to recipients. The Parcel Machine has a specific number of compartments, where the shipments are placed by the Sender for the purpose of transportation, or into which the Service Provider places the Shipment for the Recipient, which they can collect using the unique identification code sent by the Service Provider.

**Sender:** for the purpose of using the services provided by the Service Provider, the private individual, legal entity, business association without legal personality or other organisation, from whom/which the Service Provider or the Carrier acting as contributor physically collects/picks up the shipment, or who/which is indicated as Sender by the Client on the order or the shipment. The Customer's sender status does not exclude them also concurrently being a Client.

**Carrier:** the Service Provider itself, or the contributor (subcontractor) employed by the Service Provider for the purpose of providing the postal service, such contributor may be a private individual, legal entity, business association without legal personality or other organisation.

**Shipment:** a package complying with the weight and size restrictions set out in these GTC with an address specified on the shipment, on the packaging thereof or on the accompanying list (delivery note or other accompanying documents) and also containing data allowing for delivery. The GTC provide a detailed definition for shipments, and define the applicable size and weight limits, as well as the requirements pertaining to the content of shipments. Package may mean any box, container, bag, envelope or other things containing goods or products, packaged in a manner suitable for public transportation, and the size and weight of which allow such package to be placed in Parcel Machine compartments, and which contains the Recipient and the place of delivery in identifiable fashion. The Service Provider is not aware of the content of the package, and assumes no liability for the content and quality of the package delivered, or its compliance with the order.

**Shipment types:** shipments transported by the Service Provider or the Carrier with a delivery note, a label affixed to the shipment containing shipment data or other accompanying documents, using a public road vehicle.

**Undeliverable shipment:** a shipment that cannot be delivered to the Recipient (or other authorised recipient) for reasons not attributable to the Service Provider (e.g. unlabelled shipment in the Parcel Machine compartment, or non-existent address on the shipment). The Service Provider shall return undeliverable shipments to the Sender, which, at the Service Provider's discretion, may be subject to the reimbursement of costs by the Sender. If the Sender fails to pay the costs of return delivery or if return delivery is not possible for reasons not attributable to the Service Provider, the shipment is qualified as undeliverable.

**Client:** the private individual, legal entity, business association without legal personality or other organisation, who/which uses the Service Provider's services after providing their data, by way of a written order submitted in line with the GTC or under conditions agreed on a case by case basis and mutually accepted (submitted on the website or via email or via the Parcel Machine touch-screen), by expressly accepting the provisions of the GTC in a way that can be subsequently verified, where the order is subject to the acceptance of such provisions. The Customer's client status does not exclude for it/them to concurrently also be the Sender or Recipient in the delivery procedure, which circumstance must be clear based on the data provided.

**Partner:** A domestic or foreign business entity that has a contractual relationship with the Service Provider and, in the course of its business activities, uses postal services from the Service Provider, in the course of which it delivers postal items to the Service Provider for delivery and delivery.

**Customer:** the private individual, legal entity, business association without legal personality or other organisation, who/which qualifies as Recipient, Sender or Client under the GTC. Regardless of the existence of a contractual relationship, the Service Provider considers the person who opens proceedings or enforces claims against the Service Provider to be a client.

**Business site delivery:** in the cases specified herein, the Service Provider may stipulate its own business site instead of the delivery address specified for the shipment as its place of delivery. This may be the case if the size or weight of the shipment exceeds the size or weight limit specified in the General Terms and Conditions, if it contains an object excluded from transportation or if its packaging or content is so heavily damaged that its safe delivery cannot be guaranteed even after repackaging. The Service Provider shall always notify the sender or recipient of the shipment electronically about business site delivery; indicating its actual location, the time frame during which the shipment can be collected and the charges payable for it, the payment of which is a prerequisite for the shipment's delivery by the Service Provider.

**Unreturnable postal shipments** shall be retained by the Service Provider. The provisions of the Civil Code on ownership without legal title shall be applied to such retention with the following deviation. The Service Provider

- a) with the exception of cases specified in subsections b) and c), retains the shipment for three months from dispatch and is then entitled to destroy the shipment;
- b) retains the shipment for three months from dispatch and is then entitled to open the shipment;
- c) may open the shipment if, due to the assumedly hazardous or perishable nature of the shipment content, the retention thereof for the periods specified in subsections a) and b) cannot be expected.

After the opening of the shipment, the Service Provider, if the shipment contains goods holding commercial value, sells the contents or in all other cases destroys the contents of the shipment. The opening, sale and destruction of the shipment is carried out in the presence of a two-person committee, with a protocol drawn up. The committee may have employees, members, agents or contributors of the Service Provider as members. The protocol is retained by the Service Provider for a period of one year after the dispatch of the shipment. The proceeds from such sale are used by the Service Provider to reduce costs arising from retention of unreturnable shipments or retains such amount for such purpose. The individual agreement may deviate from this provision. If the content of the shipment is such that it cannot be sold or destroyed according to the relevant and applicable statutory regulations (e.g. dangerous goods, hazardous waste), the Service Provider shall, in regard to the content of such shipment, proceed as prescribed by the applicable statutory regulations. In this case, the Service Provider will charge the cost of the procedure (e.g. removal of a product classified as hazardous waste) to the Sender of the shipment.

**Online shop:** a private individual, legal entity, business association without legal personality or other organisation who/which mediates online marketplaces (online shops) and discount offers, and operates and maintains such marketplaces.

#### **4. Subject matter of the individual service agreements**

The Service Provider undertakes to organise the delivery of shipments of size, weight, content and packaging complying with the GTC as well as the effective legal regulations applicable to the Service Provider's activity, to the Recipient or authorised recipient specified by the Client, to collect, forward and deliver such shipment from the Sender to the Parcel Machine specified by the Sender, or to deliver the shipment to the Recipient or



authorised recipient at the address specified based on the data provided by the Client, and against the payment of a specified charge.

## **5. Execution, amendment, term and termination of the individual service agreements**

### **5.1. Execution of the individual service agreement**

The Client selects the mode of delivery, as provided by the Service Provider, when submitting an order in the Online Shop, the online marketplace or auction portal not qualifying as an online shop or directly on the parcel machine or when entering shipment address data. The option to select is provided on the website of the Online Shop, the online marketplace or auction portal not qualifying as an online shop or on the Service Provider's own website, or it is voluntarily selected by the Sender on the Parcel Machine interface.

The individual service agreement is concluded between the Sender and the Service Provider when the shipment is collected by the Service Provider.

If the GTC requires written form for the individual service agreement, the individual service agreement is concluded when the written agreement is signed by all contracting parties.

If the separate written individual service agreement is not concluded, the Delivery Note drawn up and signed by the Sender, the Service Provider or the Carrier acting as a contributor, or the placement of the package in the parcel machine is to be considered the individual service agreement. For C2C service modes, the delivery note will not be issued by the Sender in each instance. In this case, the Parcel Machine prints a receipt of the dispatch, and if the Service Provider has the sender's email address as part of the shipment data, the acknowledgement of dispatch of the shipment is electronically transmitted to the sender of the shipment.

The Customer can request information from the Service Provider pertaining to the order, and it can also make legal declarations to the Service Provider.

Unless otherwise agreed by the parties, the Service Provider shall collect or accept the shipment at its business site if the Sender has packed the shipment as required by the nature and volume of the content, and the content of the shipment cannot be accessed without visibly damaging the packaging or the seal.

### **5.2. Amendment of the individual service agreement**

In the case of an individual service agreement, the Parties may deviate from the provisions of the GTC by mutual agreement, unless such deviation is prohibited by the applicable legal regulations. The contracting parties may not deviate from the rules of the GTC if as a result of such deviation the processing, transport or delivery of shipments would threaten life, health or physical integrity, or if it would violate or jeopardise the rights of the Recipient to the safe receipt of the shipment.

The Sender may only amend the individual service agreement in the following cases:

Amendment of the agreement by the Sender prior to transportation of the shipment:

The Sender may – in an ex-post instruction and for an extra charge – ask the shipment to be returned before it is forwarded (i.e. before it is collected from the sending parcel machine), or modify the recipient's telephone number and/or email address specified for the shipment.

Amendment of the agreement by the Sender after the transportation of the shipment:

The Sender may, in observance of the rules on ex-post instructions as appropriate, and for an extra charge, modify the following of the shipment address data after forwarding: the recipient's telephone number and the recipient's email address. No other data relating to the shipment may be modified after the forwarding (collection from the sending parcel machine) of the shipment.

The Service Provider stipulates that the COD service cannot be modified after the shipment has been dispatched, if the Sender has indicated an incorrect COD amount on the shipment, the Sender may request the return of the shipment until then, the Service Provider places the parcel in the machine designated by the Sender for collection by the Recipient. Once the parcel has been placed at the disposal of the Recipient, the Service Provider is not obliged to fulfil the request for return of the parcel due to the technological and IT operating system of the Parcel Terminal.

### **5.3. Term of the individual service agreement**

Individual service agreements are concluded for a fixed term, at the latest until payment of the consideration of the service used by the Client, with the proviso that if the delivery date of the shipment is later than the payment date of the charge, the legal relationship between the Parties continues until the verified receipt of the shipment by the Recipient (or in the case of receipts by way of a Parcel Machine, until removal from the station).

### **5.4. Provision and refusal of service**

The Service Provider shall refuse the conclusion or performance of the individual service agreement if:

- the performance of the individual service agreement violates legal regulations or international conventions;
- the content of the shipment clearly violates or jeopardises life, health, physical integrity or human environment;
- the shipment contains products excluded from transportation according to the General Terms and Conditions, or the shipment fails to comply with the rules and regulations pertaining to conditionally transportable shipments;
- the size of the shipment exceeds the maximum size or weight limit specified in the General Terms and Conditions;
- the packaging of the shipment fails to comply with the provisions of the GTC.
- 

The additional costs arising from such refusal of performance, repackaging of the shipment or from the storage and return of the shipment shall be borne by the Sender.

The Service Provider may refuse the conclusion of the individual service agreement if:

- the provision of the service is suspended or limited pursuant to legal regulations, or

- the conditions required for the performance of the service are not available for reasons beyond the scope of its activity.

If the Service Provider duly assumes that it is to refuse the conclusion of the individual service agreement, it may make the conclusion of the individual service agreement subject to the Sender proving the unjustified nature of the Service Provider's assumption. If the Sender wishes to prove the unjustified nature of the assumption, they shall be given the opportunity to do so on-site and without delay. If as a result the assumption proves to be unjustified, the Service Provider shall repackage the shipment securely free of charge. In such a case, the Service Provider can no longer refer to the inadequacy of packaging.

## 5.5. Termination of the individual service agreement

The individual service agreement shall terminate if

- the service undertaken therein is fulfilled;
- the shipment is undeliverable;
- the Parties agree to that effect;
- the Parties rescind the individual service agreement.

## 6. Services

### 6.1. Service modes

The Service Provider undertakes to provide its services for Senders under the following service modes:

- 1) **business to customer service (B2C)**: a business enterprise (Partner) under contract with the Service Provider uses the services of the Service Provider when dispatching shipments to its customers. Customers of the Partner business (as Sender) submit orders through the Partner (as Client) and select the service provided by the Service Provider as the means of package delivery. The Partner notifies the Service Provider of the order through the integrated IT system in place between them or by providing data on the Service Provider's website. The addressing of shipments dispatched as part of the service may be aimed at delivery to a parcel machine or to an address.
- 2) **business to business service (B2B)**: a business enterprise (Partner) under contract with the Service Provider uses the services of the Service Provider when dispatching shipments to its non-private individual customers. The Partner business (as Sender) submits orders (as Client) and selects the service provided by the Service Provider as the means of package delivery.
- 3) **customer to customer service (C2C)**: the following parcel delivery modes are available as part of the service:
  - a) Ad-Hoc parcel dispatch: the Sender, without registering on the Service Provider's online platforms or without electronically entering the shipment data, initiates the use of the service, i.e. the dispatch of the shipment, by entering the necessary data directly through the interface of a Parcel Machine and placing it into the chosen parcel machine.

b) Registered parcel dispatch: the Sender orders the service by electronically entering the shipment details following registration via the Service Provider's electronic interfaces, website or the Service Provider's mobile application and places the shipment to be delivered in the Parcel Machine operated by the Service Provider for parcel delivery to the Recipient. The Carrier then transports such shipment to another Parcel Machine (transportation from parcel locker terminal to parcel locker terminal) or a delivery address specified by the Sender. The addressing of shipments dispatched as part of the service may be aimed at delivery to a parcel machine or to an address.

- 4) **customer to business service (C2B):** the Sender of the parcel is a private individual depositing the postal shipment in the parcel machine to be sent to the Service Provider's contracted business partners. The Service Provider places such shipments in the parcel machine specified by its business partner or delivers them to the latter's registered seat or business site or hands it over to the Partner's courier. In case the service is used in exercise of the right of rescission as specified in Government Decree No. 45/2014 (II. 26.) on the detailed rules on contracts concluded between consumers and businesses, the service fee payable by the sender of the shipment shall be specified in the agreement between the Service Provider and its business partner. The fee payable for the shipment shall, in the case of dispatching the shipment by placing it in the parcel machine, be paid through the parcel machine, which is a prerequisite for the use of the service.

The Service Provider transports and delivers all shipments to a Parcel Machine or the specified address after registering and recording such shipments.

In the case of B2B and B2C service modes, receipt of the shipments is confirmed by the Sender and the Carrier by signing the delivery note, waybill, or electronically. An exception to this rule is when the shipment is dispatched via a Parcel Machine, in which case the Service Provider sends an electronic confirmation of the fact of the dispatch to the Sender's email address.

## 6.2. Services available as part of the service modes specified above

Courier service: a time-guaranteed service not considered a substitute for universal postal service, where after receipt of the shipment from the Sender, delivery is completed within the Service Provider's network in 24, that is twenty-four hours. The Service Provider only provides such services under individual agreements.

Express postal service: a time-guaranteed service not considered a substitute for universal postal service, where after receipt of the shipment from the Sender, delivery is completed within the Service Provider's network or the delivery area of the Service Provider on the business day following dispatch at the latest. The Service Provider only provides such services under individual agreements.

Time-guaranteed service a special additional service not considered a substitute for universal postal service, as part of which the Service Provider undertakes to deliver the collected shipment to

the authorised recipient within a specific time, or attempt delivery thereof. The Service Provider only provides such services under individual agreements.

Track & Trace: a special extra service available for postal shipments, as part of which the dispatched shipment can be tracked in the “Tracking” module available on the Service Provider’s website.

Cash on delivery service: a special extra service available for postal shipments, as part of which the Service Provider undertakes to only deliver the postal shipment against payment of the cash on delivery amount specified by the Sender, and to return the amount collected to the Sender in the manner specified by the Sender.

In addition to the above, the Service Provider provides additional services as requested by the Sender or the Recipient:

Fragile handling: Provided that the Sender has indicated the Fragile marking on the cover or packaging of the shipment as well as the pictogram standardised to indicate the fragile nature of the shipment, the Service Provider undertakes to handle the package with priority care for an extra fee, and provided that the packaging used complies with Section 7.2 of these General Terms and Conditions, it assumes liability for preserving the undamaged condition of content. The service is only available on electronic platforms where indicated by the Service Provider.

Label printing: Upon the Sender’s request, the Service Provider undertakes to generate (print) the label required for the transportation of the shipment and delivery to the authorised recipient, for an extra fee. The service is only available on electronic platforms where indicated by the Service Provider.

Repeated delivery: At the Sender’s or the Recipient’s request, the Service Provider undertakes to deliver the shipment to the delivery station or the specified delivery address again for an extra fee if the shipment was not collected by the recipient within the specified availability period and the shipment is still handled by the Service Provider (has not been returned to the Sender).

### **6.3. Collection of the shipment**

#### *6.3.1. In the case of B2C and B2B services*

During the Customer's purchase on the web interface, after selecting the goods to be purchased, if the Customer chooses the delivery option provided by the Service Provider and orders the service, the Service Provider will receive an automatic system message or the Sender will electronically create the data of the postal shipment in the Service Provider's IT system.

Prior to dispatch, the Sender prints the label generated by the IT system containing the barcode, and appropriately attaches it to the shipment. The Sender shall be liable for ensuring that the data on the printed package label are clearly visible and of appropriate quality and that the barcode on the label can be processed with the Service Provider's technological equipment. If the label printed by the Sender or the barcode on the label is of inadequate quality or the Sender has failed to affix the label to the shipment, the Service Provider cannot be held liable for delayed delivery arising therefrom.

Means of handing shipments over to the Service Provider:

- (i) the Partner or the Partner's appointed carrier delivers the shipments to the Service Provider's designated parcel collection location.
- (ii) the Sender transports the shipment to the Service Provider's warehouse.
- (iii) Based on an agreement between the Service Provider and the Partner, the Service Provider will receive the shipments at the Partner's premises and the shipments will be delivered by the Service Provider to the Service Provider's premises.

When a shipment is accepted for delivery, the Sender shall print a delivery note, on which the Service Provider/Carrier checks shipments and acknowledges the acceptance thereof. The delivery note shall prove the acceptance. Until proven otherwise, the day of acceptance (package pickup) shall be the day when the Carrier signs the delivery note.

After acceptance of the shipment, the Carrier transports the shipment (package) to the Parcel Machine specified by the Client.

(iv) The Sender also has the option to dispatch the shipment at the Parcel Machine. In such cases, the Sender enters the unique identifier provided by the Service Provider on the interface and enters the number of packages to be dispatched. The Service Provider uses IT tools to ensure that the Sender can concurrently place multiple shipments into the same compartment of the Parcel Machine. In the case of this method of dispatch, the actual pick-up of the consignment by the Service Provider takes place after the collection of the consignment from the parcel machine, by means of the IT solution used by the Service Provider, during which the barcode of the consignment is read, which confirms the fact of the placement of the consignment in the parcel machine by the Sender.

### *6.3.2. In the case of C2C and C2B services*

The Client must provide the required data on the Parcel Machine interface or the dedicated electronic platforms of the Service Provider, auction portals and online marketplaces. The shipping fee payable for the shipment may be settled electronically with the payment options offered through the Service Provider's website, mobile application or the payment terminal built into the Parcel Machine. After a successful payment transaction at the Parcel Machine, the door of the appropriate compartment of the Parcel Machine opens and the Sender can place the shipment in the Parcel Machine.

If the Sender uses the service mode as specified in Section 6.1 Subsection 3a) of the GTC (Adhoc type parcel dispatch) when dispatching the shipment, in view of the fact that no email address can be provided when entering

the data of the shipment, the Service Provider does not send an electronic notification by email of the shipment to the Sender or the Recipient of the shipment.

The Sender may only place a single parcel, of a size corresponding to the compartment and with appropriate packaging into each compartment. If the Sender wishes to post multiple shipments to a single recipient, or if multiple items cannot be securely fastened together to make a single shipment, they must be posted by the Sender one by one, placing a single item into each compartment.

The Service Provider automatically receives a system message of the shipment being deposited into the Parcel Machine, after the compartment door is closed.

After the Carrier has opened the given compartment of the Parcel Machine, the IT system at the Service Provider records the fact and time of the opening of the compartment, and this time is considered to be the time of collection of the shipment, provided the shipment is suitable for delivery. If the shipment is undeliverable (e.g. contains an object excluded from transportation), the Carrier retains the shipment and then acts as agreed with the Customer. The delivery time of the shipment shall mean the time when the shipment is placed inside the compartment and the compartment door is closed by the Carrier. Such time, as well as the time when the Customer removes the shipment from the compartment, is automatically recorded.

### *6.3.3. General rules on FoxPost online parcel shipping (hereinafter: Programme)*

The Programme is only available to registered customers. During registration, the member looking to join shall provide the Service Provider with the data necessary to join the Programme and for the services used in the context of the Programme. Private individuals, legal entities, sole traders, organisations, associations, foundations and business associations without legal personality may become members. Programme membership is for an indefinite term, however, the Service Provider reserves the right to terminate membership at any time without justification. The Service Provider notifies the member about termination via electronic means. Furthermore, the Service Provider reserves the right to only allow users complying with the set of criteria set by it to join the Programme. The Service Provider organises promotions for users that have joined the Programme, also offers discounted shipment dispatch opportunities, the exact terms and conditions of which are published on its website.

Private individuals as well as business enterprises can both register to the Programme through the Service Provider's online platform. The Customer shall register by providing the required data. Only private individuals may use, and register in, the Service Provider's phone application.

If the Customer registers as a business customer, it shall be responsible and liable for generating and attaching the label to the shipment. The Service Provider assumes no liability for damage (including late delivery of shipments) arising from failure to attach the package label or from the inadequate quality of the parcel label and/or the barcode on it.

If the Customer registers as a business enterprise, the shipping fee is not paid during the dispatch procedure (placement of shipments in the parcel locker), but as part of subsequent settlement by way of bank transfer. Subsequent settlement shall be completed on a weekly basis, and covers the period from Tuesday to the following Monday. If any day of the settlement cycle falls on a bank holiday, the Service Provider shall appoint the following day to be the opening or closing day of the settlement period. The Service Provider prepares the



statement and the invoice based on the shipments delivered in the settlement cycle as well as the cash on delivery amounts collected in the settlement cycle, and then such data are sent electronically to the Customer based on the data provided during registration. The Customer shall be responsible and liable for recording the data required for invoicing on the online platform, and the Service Provider issues the invoice on the due date based on the data recorded. The Customer expressly consents to the invoices to be issued and delivered electronically.

#### 6.3.4. Common rules applicable to B2C, B2B, C2C and C2B service modes

Shipments are collected for delivery at a previously agreed time at the business site or address of the Sender, at the Service Provider's business delivery site or at a Parcel Machine. Shipments are collected for delivery by the Carrier or the Service Provider.

The Service Provider or the Carrier may refuse collection and further transportation of the shipment if, after inspection, the Service Provider or the Carrier deems it to be hazardous to their personal safety or unsuitable for safe transportation using the available transportation vehicle or if the shipment clearly contains an object excluded from transportation or if the shipment that may only be transported subject to certain conditions fails to comply with the provisions set out in Annex 1 of the GTC, or if the packaging visibly fails to be suitable for the content, shape, volume of the shipment or if the content of the shipment is accessible due to deficiency in packaging. The Carrier/Service Provider shall immediately notify the Sender or if the Sender is unavailable, the Recipient thereof.

The Sender or the Client shall be responsible and liable for providing accurate data as required for shipment delivery on the parcel machine interface or the online platforms designed to enter shipment data. The Service Provider transport and deliver the shipment based on the shipment data provided, and it shall also provide the related services based on such data. The Service Provider shall not be liable for the provision of incorrect data or any delays and damage arising therefrom.

The dispatch of shipments through a parcel machine must be carried out by the sender of the shipment on the basis of these Terms and Conditions and the information provided on the parcel machine interface. If, during the dispatch process, the sender does not act on the basis of the information displayed on the terminal of the parcel machine, or does not provide the correct information on the terminal of the parcel machine, or interrupts the dispatch process in any way, the Service Provider shall not be liable for any consequences or damages arising from such events.

#### 6.4. Weight and size limits

The Parcel Machines have compartments in five different sizes:

Maximum size	Size category	Marking lockers to which the given size category applies
4.5x36x53 cm	XS	parcel machine No. hu001-hu300
8.5x19x61 cm	XS	parcel machine No. hu301-hu600



5x33x53 cm	XS	parcel machine No. hu601-hu1499
10.5x14.5x61 cm	XS	parcel machine No. hu1500-hu2000
11x36x61 cm	S	Applying to all parcel machines
19.5x36x61 cm	M	Applying to all parcel machines
37.5x36x61 cm	L	Applying to all parcel machines
60x36x61 cm	XL	Applying to all parcel machines

The Service Provider discloses the numbers of its parcel machines on its website and also shows them on the lockers themselves.

The weight of the shipment shall not exceed 25 kg. Shipment weight and size shall be within such parameters. It is the Sender shall pack the shipment to be sent in packaging compliant with such parameters, packaging which allows the safe transportation of the shipment and the protection of shipment content during transportation. If the sender of a postal shipment of dimensions exceeding the limits specified in this section places the shipment in a parcel machine operated by the Service Provider, by compressing it or by using disproportionate force to make it fit in, as a result of which the item gets stuck and cannot be removed the way items are normally taken out, the Service provider shall accept no liability whatsoever regarding such shipments (particularly for delay in delivery or damage to the parcel's packaging or content).

## **7. General rules regarding the use of the services**

### **7.1. Rules concerning shipment content**

It is the Sender shall ensure that the content of the shipment is in full compliance with the legal regulations and the GTC. The shipment may not contain objects or materials whose transportation is prohibited by legal regulations or the GTC. The various objects and materials specified in the GTC can only be dispatched in compliance with the conditions specified therein. Objects excluded from shipping are listed in Annex 1. Otherwise, objects can only be placed in the shipment along with the tools, energy or power sources required for their operation by ensuring that the packaging prevents accidental operation or turning-on. The Service Provider has no obligation to examine whether the content of a shipment is excluded from transportation or can only be transported subject to certain conditions. If, however, the Service Provider finds at any time while providing the service that the content of a shipment is excluded from transportation or that the conditions required for transportation do not exist, the shipment is not delivered to the Recipient and the Service Provider takes immediate measures to return the shipment to the Sender. The Sender is liable for damage caused by the shipment to the lives, health or physical integrity of persons or other objects, the equipment of the Service Provider or other shipments, as well as any costs thereof, and furthermore the Sender shall bear the costs of damage incurred by it, and it shall indemnify the Service Provider for any costs incurred and any damage suffered, also including loss of profit.

### **7.2. Shipment packaging, sealing and addressing**

**Packaging:** The Sender shall ensure that the labelling of the shipment is suitable for transportation, packaging is safe, corresponds to shipment content and provides appropriate protection, furthermore the Sender shall ensure that the shipment does not threaten the person, lives, physical integrity or assets of others. Shipments shall be packed in line with the properties, nature, shape and weight of their content, ensuring that the packaging and the cover of the shipment protects internal content against any physical impacts to the shipment (e.g. contact with other shipments from any direction, the loading of shipments, shaking during transportation), and preventing the content becoming accessible. Clean, light-coloured packaging material shall be used as cover, which does not interfere with the legibility of the address label or postal handling, which is suitable for the permanent and easy adhesion of the address label and other markings.

Fragile shipments (including packages for which the Sender has requested the additional fragile handling service) can only be dispatched with cushioning inner packaging of appropriate quality and composition that protects content, while outer packaging must ensure that the content cannot become damaged or become accessible during transportation. If in a fragile shipment several individual fragile objects are placed or if part of the content is fragile and can directly be in touch with another rigid object placed in the shipment, such objects shall be wrapped separately using appropriate packaging material (corrugated paper, bubble wrap, or multi-layered paper) and separated from one another using dividers (e.g. thick cardboard) of quality that ensures that the integrity and condition of these fragile objects is protected during the provision of postal services and the related processes (transportation, warehouse handling) and that the content suffers no damage. In the case of dispatching fragile objects, the Sender shall use outer packaging of a quality, rigidity and thickness (thick-walled cardboard box, wooden crate, plastic box or crate) ensuring that the shipment and its content are not damaged when coming in contact with other postal shipments, and are not squashed, thereby protecting shipment content from any potential damage. The inner packaging shall ensure that the shipment and its content is protected against external impact, and that the contents of the shipment are held firmly in place, preventing the movement of content. Shipments with fragile content shall also comply with the packaging parameters specified if sent in original, commercial packaging as packaged by the manufacturer. As part of the fragile handling service, the Service Provider does not accept packages for transportation whose content rattles or where it can be clearly determined that the inner or outer packaging cannot protect the undamaged condition of the content. During the performance of the postal service agreement, and the transportation and warehouse handling of the shipment, the Service Provider does not take into account the Sender's markings on the shipment according to which the shipment cannot be rotated or that the shipment can only be transported placed on a specific side. The Service Provider assumes no liability for damage arising from the above, given the fact that the Service Provider provides no such service, and assumes no liabilities or obligations concerning such unique markings.

In case of fragile objects (glass, porcelain, ceramics, glass or plastic bottles, dishes, glasses, medicine and injection ampoules, infusion bottles, lamps, luminaires, electronic products, plants, bottles containing liquids, cans, bottles, toys or other objects with protruding parts, thin elements and/or accessories), no claims are accepted if the outer packaging is undamaged, even if due to the deficiency of the inner packaging some of the elements are damaged and the contents are spilt, tainting the rest of the elements of the package. The Sender shall be responsible for preventing leakage within the package by using hermetic seals, or if needed by providing separate packaging ensuring appropriate protection for bottles, flasks, plastic cans or vials containing liquids. The Service Provider assumes no liability for damage arising from potential leakage.

The Service Provider may only be held liable to pay damages for fragile shipments if the packaging of the shipment complied with the criteria specified in this section in all respects, and if the Sender has paid the fragile handling service fee.

The manufacturer's packaging or the commercial packaging of the content of the shipment may only be regarded as adequate packaging if it meets the requirements laid down in this section of the GTC and affords full protection for the content of the shipment against physical impacts occurring during the postal service. In case the manufacturer's or the commercial packaging does not meet such criteria, the sender of the shipment shall provide for packaging of adequate quality before dispatching the shipment.

If, during the processing of shipments, the Service Provider identifies a shipment with inadequate packaging, it returns the shipment and its content, if required by ensuring the conditions suitable for transportation, to the Sender to the Parcel Machine from where the shipment was dispatched, to the sender's business site for the current return fee set out in Annex 3 of these General Terms and Conditions, or, depending on the degree of the damage, the shipment may be taken over at the Service Provider's designated business site.

If the packaging of a shipment does not comply with the criteria of these General Terms and Conditions and the non-compliance of the packaging causes damage to the shipments or the contents thereof handled by the Service Provider (e.g. leaked content taints other shipments), the sender of the inappropriately packaged shipment shall be fully liable for damage arising therefrom.

If the packaging of the shipment does not comply with the provisions of these General Terms and Conditions and the shipment is rendered unsuitable for the performance of the postal service contract, the forwarding and delivery of the shipment due to inadequate packaging, the Service Provider shall ensure the appropriate rewrapping or repackaging of the shipment in the manner prescribed by law. For the reimbursement of the costs incurred in the course of rewrapping or repackaging the shipment, the Service Provider shall charge the packaging costs set out in Annex 3 for such shipments, the payment of which by the Sender or the Recipient shall be a condition for the delivery or return of the shipment.

**Sealing shipments:** The cover, and the inner and outer packaging and sealing shall ensure that the content cannot be accessed without the visible and clear damage to the cover. Clean, light-coloured packaging material free of stains shall be used as cover and outer packaging, which shows no signs of past postal or commercial handling and whose parts serving to seal the cover (especially the sealing flaps of envelopes) operate as needed.

**Addressing shipments:** The Sender shall ensure identifiable address labelling by electronically specifying the data relating to the shipment and, as such, the Service Provider assumes no liability for the identifiability of the address. The Service Provider expressly excludes liability for damage arising from address-related deficiencies. The address shall be stated on the shipment in a clear, accurate and legible manner. The Service Provider does not accept shipments for dispatch whose address has been changed by crossing out, rewriting or in any other fashion. The label (address label) shall clearly distinguish between the address of the Sender and that of the Recipient. Only adhesive labels may be used, which shall be affixed to the shipment in a way ensuring that they do not detach during transportation and the bar code on the label must be left fully uncovered – not even

transparent glue or sticky tape may be placed over it. The shipment identifier shall also be marked on the label. In the case of B2B and B2C service modes, the Sender shall generate and attach an appropriate-quality parcel label to the shipment. The label shall contain the following data: parcel ID, name and address of the Sender and the Recipient (pickup parcel machine), comments/special instructions, cash on delivery amount, separate and special services used and the markings thereof. If the parcel label is damaged, torn or incorrect or the data (particularly, the bar code identifying the shipment) on the label is not visible due to inappropriate quality or being covered, or if the bar code printed on the label cannot be processed using the Service Provider's technological equipment, the Service Provider generates a new package label at the Sender's cost.

In the case of C2C service mode, the address data required for shipment delivery is entered at the Parcel Machine, upon dispatch, or through the electronic platforms of the Service Provider, the online marketplace or auction portal. If during delivery to an address the Sender cannot or does not want to print the label required for transportation, the Service Provider assumes such task from the Sender at a request of the service and subject to the payment of the applicable fee. In case the shipment is created electronically through the Service Provider's mobile application and the sender selects delivery at a specific address, the printing and attaching to the shipment of the parcel label shall be the Sender's responsibility.

If the Sender uses the service mode as specified in Section 6.1 Subsection 3a) of the GTC (Adhoc type parcel dispatch) when dispatching the shipment, the Sender must indicate the name of the Sender and their mobile phone number in a clearly visible and legible manner on the packaging of the shipment. The indication of these data is a prerequisite for the Service Provider to be able to return the shipment to the Sender in the event of failed delivery.

The Service Provider shall perform the service (including the delivery of the shipment and the transfer to the sender of the amount of collected from the addressee as part of the cash on delivery service element) on the basis of the data provided during the creation of the shipment and applicable to the given shipment as set during the creation of the shipment from the data entered during registration. Any modification of the registration data shall apply only to shipments created and dispatched after the date of modification.

## **8. Determination and settlement of the service charges**

### **8.1. Calculation of the charges**

The Customer shall pay a charge for the use of the service. The charges payable for the services are set out in the individual service agreements. If the Parties have not signed such a contract, the prevailing prices will be posted on the Service Provider's website or the service type's online portal. Charges are determined by the Service Provider. In the case of prices that fall under free pricing, the Service Provider informs Customers of the new prices through its website or the online platforms of the given partner 15 days prior to the effective date of the price amendment. If the Parcel Machine or the electronic payment platforms are used, the service charges currently valid (on the given day) are payable, regardless of when package data were created and when the code required for dispatch was ordered. The consideration for the service cannot be paid in cash. After payment, the Service Provider issues – for business (B2C) customers without specific request, for private individuals (C2C) at request – an electronic invoice, making it electronically accessible, which the Customer expressly accepts simultaneously with the acceptance of the GTC. In the case of payments made at the Parcel Machine by the

Customer, the Service Provider is exempted from its obligation to issue an invoice pursuant to Section 167(c) of Act CXXVII of 2007 on Value Added Tax.

## **8.2. Payment of the service charge, invoicing and settlement of accounts in the case of B2C and B2B service modes**

### *8.2.1. Settlement of the service charge in the case of B2C and B2B service modes*

The charges payable for the services undertaken and provided by the Service Provider are paid by Customers within the framework of a subsequent settlement, at the rates agreed in the agreement concluded between the Service Provider and the Customer and with the frequency specified therein. The Service Provider may invoice the charges for all services completed, to the Customer, and it may issue invoices on invoiced services. The Customer shall transfer the invoiced amount to the Service Provider before the payment date set in the individual agreement.

### *8.2.2. Joint settlement with cash on delivery service in the case of B2C service mode*

If, during the dispatch of packages, the Customer requests the cash on delivery service, payment by the Recipient is made upon delivery to the Parcel Machine with a bank card, or in the case of delivery to an address, with cash paid to delivery staff or with a bank card. The Service Provider issues a “subtraction” or “transfer” invoice for the services it has provided, as detailed below. (a) If this is covered by the amount received by the Service Provider during the given settlement period by way of cash on delivery, the Service Provider shall subtract the fees it has invoiced from the amount of cash on delivery, transfer the remaining amount and forward the relevant accounts to the contracted partner. In this case the Service Provider issues an invoice of subtraction marked “no performance is required.” (b) If the amounts of the fees invoiced during the settlement period concerned exceed the total amount of cash on delivery collected by the Service Provider, the amounts of cash on delivery shall be transferred by the Service Provider without subtraction to the contracted partner, accompanied by the relevant accounts. In this case the Service Provider issues a transfer invoice which the Customer is expected to settle by transferring the relevant amount by the due date.

### *8.2.3. Late payment, non-payment*

In the event that the Customer fails to settle the invoice as set out in Section 8.2.1 or 8.2.2 by the payment deadline indicated, the Service Provider shall be entitled to proceed as follows.

#### a) Invoice compensation (set-off)

If the Customer is in default of payment for more than 8 days, FoxPost Zrt. shall be entitled to set off its overdue receivables against the Customer's claims (including the amount of cash on delivery payable to the Customer) due to the Customer's breach of the GTC.

#### b) Suspension of service

If the Customer (Sender) fails to pay the invoice on time and the application of the payment reminder sent by email is unsuccessful (as the Customer's debt is higher than the amount of the cash on delivery to be paid to the Customer) or there are reasonable grounds to believe that the Customer (Sender) will not pay the service charge or will repeatedly and regularly be late in paying the service charge, FoxPost Zrt. shall be entitled to suspend the provision of further services in accordance with the applicable legislation. In the case of suspended service, the service is restored if the Customer pays the full amount of the debt, including payment of default interest and a flat-rate recovery fee, if charged by FoxPost Zrt. The full amount of the debt is considered paid when the aforementioned total amount thereof is credited to the Service Provider's bank account. Within 5 business days after such crediting, the Service Provider ends the suspension of the service.

If the Customer (Sender) is unable or prevented from engaging in economic activities, including, but not limited to, the suspension of the Customer's tax number, the initiation of liquidation or forced de-registration proceedings against the Customer, or the filing of bankruptcy proceedings against the Customer, or if the circumstances indicate that the Customer (Sender) is unlikely to meet its obligation to pay the service charge in the future, the service will be permanently terminated at the Service Provider's discretion.

c) Enforcement of default interest, flat-rate recovery fee and of costs incurred

In the event of late payment, FoxPost Zrt. may, from the first day of the delay, charge default interest based on the provisions of Section 6:48 and Section 6:155 of the Civil Code, and a flat-rate recovery fee of EUR 40 as defined in Act IX of 2016. FoxPost Zrt. is entitled to be reimbursed for legal and other costs incurred in connection with the collection of the debt.

d) Debt collection

After the expiry of the payment deadline, if the measures set out above prove unsuccessful or are unlikely to lead to a result or if the Customer (Sender) is unlikely to be able to meet the payment deadline, FoxPost Zrt. shall be entitled to entrust a third party claims management company with the management of its outstanding claims against the Customer. In this case, FoxPost Zrt. shall be entitled to transfer data to a third party claims management company for the purpose of managing its claim against the Customer, only to the extent necessary to achieve this purpose. The details pertaining thereto are set out in the Service Provider's Privacy Policy.

### **8.3. Payment of the service charge in the case of C2C and C2B service mode**

#### *8.3.1 Payment of the charge while using the service*

If the Client wishes to dispatch a shipment/package itself, they can settle the service charge upon dispatch with a bank card at the Parcel Machine or using electronic payment as provided by the Service Provider on its website or mobile application. The charge for the service shall, in each case, be paid before the dispatch date of the shipment, as in the absence thereof the shipment cannot be dispatched.

If during dispatch, when paying the charges with a bank card at the Package Machine, the dispatch fee for the shipment is deducted with an erroneous amount or multiple times, the erroneously collected amount to which the

Service Provider is not entitled is credited on the Customer's bank account by the Service Provider's partner providing payment services within 30 days.

#### *8.3.2. Consent to electronic invoicing*

If the Sender requires a VAT invoice on the dispatch of a C2C or C2B shipment, they can request it on the website [www.foxpost.hu](http://www.foxpost.hu) or the dedicated electronic platforms of the Service Provider, and the Sender expressly consents to the Service Provider issuing and sending such invoice in an electronic form. The Sender accepts and acknowledges that it shall be liable for providing correct invoicing data, and that the Service Provider does not have the means to verify such data. The Service Provider shall electronically issue and send to the requesting Sender the invoice for the shipments dispatched and the services used, on the basis of the electronically supplied data. The Service Provider only accepts requests pertaining to the issuing of invoices through the dedicated online platform, in the manner and with the data content specified.

### **8.4. Services subject to charges**

#### *8.4.1. Collection of shipments from the Customer*

Shipments for delivery are collected in one of the following ways:

- a) the Service Provider (or its agent) collects the Shipment at the place specified by the Customer,
- b) the Customer transports the shipment to the Service Provider's warehouse,
- c) The Customer dispatches the Shipment through the Parcel Machine.

In the first two cases, the service is completed by acceptance verified by the Service Provider (or its agent), while in the third case with the placement of the shipment into the Parcel Machine, of which the Parcel Machine issues a receipt.

In the case of urgent transportation needs, the Service Provider agrees to collect the shipments from the Customer for an agreed fee and before the time specified and, based on the relevant agreement, to deliver the shipment on the current day to the indicated parcel lockers.

#### *8.4.2. Delivery charge*

The Service Provider places the Shipment in the Parcel Machine indicated by the Customer or delivers it to the delivery address indicated on the Shipment. In the case of delivery by way of a Parcel Machine, the Service Provider shall notify the Recipient of the arrival of the Shipment in a text or Viber message when the shipment is placed into the parcel machine.

In the case of delivery by way of a Parcel Machine, the Service is completed when the shipment is placed into the Parcel Machine and the text message or Viber notification is sent, while in the case of delivery to an address, when the shipment is delivered to the authorised recipient.

The delivery charge is charged in all cases where the Service Provider has contractually attempted delivery of the Shipment, even if the Shipment was undeliverable due to reasons beyond the control of the Service Provider.



#### *8.4.3. Subsequent requests by the Customer*

The Customer has the option to submit subsequent requests in respect of the Shipments dispatched, and the Service Provider performs such requests subject to its availability and the physical location of the shipment in accordance the individual agreement concluded for each request.

#### *8.4.4. Return of shipment not accepted by the Recipient*

Shipments that cannot be delivered for reasons beyond the control of the Service Provider (e.g. unlabelled Shipment, Shipment not accepted by the Recipient) qualify as undeliverable shipments. The Service Provider shall return undeliverable Shipments to the Sender.

A shipment sent with delivery to an address and not accepted by the Recipient is returned by the Service Provider to the Sender, to the dispatch parcel machine. The returned shipment is held in the Parcel Machine for the Sender for 3 days, after which it is removed from the Parcel Machine by the Service Provider and is kept available to the Sender at the business site of the Service Provider for an additional 5 days. If the shipment is not picked up before the expiry of such date, the Shipment is classified as an unreturnable shipment and the Service Provider retains it in compliance with the legal provisions pertaining to unreturnable shipments.

The Service Provider delivers parcels dispatched with collection via a Parcel Machine to its premises after failed delivery to the Recipient, and informs the Recipient of the shipment thereof electronically. The Service Provider shall keep the shipment available to the Recipient at its premises for 5 business days for personal delivery or for re-delivery against payment of the specified service charge. If the Recipient fails to pick up the shipment or does not request its re-delivery within the availability period, the Service Provider returns it to the Dispatch Parcel Machine or, if the individual contract so provides, to the Sender's premises. A text or Viber message shall be sent by the Service Provider to the Sender about packages placed into the Parcel Machine for return purposes, and the Service Provider makes such packages available to the Sender for a period of 3 days after they were left in the parcel machines. If the shipment is not picked up (returned) during such period, the Service Provider returns it to its business site and retains it in compliance with the legal provisions pertaining to unreturnable shipments. The Sender can then pick the shipment up at the Service Provider's business site or can request repeated delivery for a charge agreed in advance.

Pursuant to an individual agreement, the Service Provider undertakes to retrieve and return shipments not accepted by the Recipient to the Sender's business site or the specified Parcel Machine.

The return service is completed with the acceptance of the Shipment by the Customer or, in the case of collection via a Parcel Machine, with the return of the Shipment by the Service Provider into a Parcel Machine for the Customer.



If return is not possible for reasons not attributable to the Service Provider, the Shipment is qualified as unreturnable. Such cases include shipments where the Service Provider does not have the data required for shipment return, and consequently cannot return shipments to the Parcel Machine of dispatch.

#### *8.4.5. Delivery charge for returned goods*

The option of the Recipient to return the Shipment via the Parcel Machine to the Customer within the rescission period set out in legal regulations is provided by the Service Provider in the case of individual agreements or services advertised on its online platforms.

The Service is completed with the return of the Shipment by the Carrier to the Sender, with the receipt of the Sender or, in the case of collection via a Parcel Machine, with the return of the Shipment by the Service Provider into a Parcel Machine for the Sender.

If delivery is not possible for reasons not attributable to the Service Provider, the Shipment is qualified as undeliverable. The Service Provider shall publish the charges payable for the service in the GTC or specifies them in the relevant individual agreement.

#### *8.4.6. Charge for the repeated delivery of shipments*

At the Sender's, Client's or Recipient's request, the Service Provider agrees to repeat delivery of shipments that the Service Provider attempted to deliver in compliance with the GTC, but were not accepted by the authorised recipient, to the Parcel Machine or an address for an additional charge.

As part of the service, the Sender or Recipient may also specify a Parcel Machine or delivery address different from the original one given for the delivery of the shipment.

#### *8.4.7. Cash on delivery handling charge*

The Service Provider also provides cash on delivery service to Customers for an additional charge as defined in the Postal Services Act. As part of the service, after collection of the amounts specified by the Sender, the Service Provider delivers the Shipment to the Recipient or authorised recipient, ensuring that the Recipient only has access to the Shipment deposited in the Parcel Machine or delivered to the address after the consideration is paid.

The cash on delivery amount in case of collection through a Parcel Machine can be settled with a bank card, or in the case of shipment delivered to an address in cash or with a bank card.

The Service is considered to be completed upon payment of the amount specified by the Sender to be collected, by the Recipient. The Service is also considered to be completed if, in the interest of the delivery of the shipment, the Service Provider acts in compliance with the provisions of these GTC and delivery fails for reasons not attributable to the Service Provider.

#### *8.4.8. Transaction fee*

In respect of the cash on delivery service, all fees (e.g. transaction duty) specified in legal regulations and charged by the bank to the Service Provider for transactions executed to the Customer are forwarded by the Service Provider to the Customer.

The transaction fee is booked on the day of bank transfer by the Service Provider.

#### *8.4.9. International payment charge*

If the Customer requests cash on delivery to be credited to an international bank account, the Service Provider charges the international payment charge specified in the Tariffs.

The transaction fee is booked on the day of bank transfer by the Service Provider.

## **9. Delivery of shipments**

### **9.1. Place of delivery**

The place of delivery is the Parcel Machine selected by the Customer or the address indicated on the shipment.

### **9.2. Delivery by way of a Parcel Machine**

The Service Provider deposits the shipment in the Parcel Machine specified by the Sender.

In respect of the postal services not considered as substitute for universal postal services as specified in the General Terms and Conditions, if the Service Provider provides no time-guaranteed service, it does not assume liability for the delivery of postal shipments within a specific period.

The collection time of shipments shall in all cases mean the time when the Service Provider removes the shipment from the Parcel Machine where it is deposited by the Sender.

Under the B2B and B2C service modes, pursuant to individual agreements concluded with Customers, the Service Provider also provides a same-day delivery service, as part of which shipments accepted from the Customer are left in the Parcel Machine selected by the Recipient on the day of collection.

The Client or the Recipient are notified of the arrival of the placement of the shipment by the Service Provider in the Parcel Locker Terminal and the option of collection through an automated system message sent as a text message or Viber message to their mobile number, and such notification also contains the code required to open the compartment.

In the event that the Parcel Machine designated by the Sender cannot be used due to a technical failure, or if the Parcel Machine is full due to the volume of packages arriving there and therefore the shipment cannot be placed in it, the Service Provider places the shipment for collection in another Parcel Machine located close to the Parcel Machine designated by the Sender, in order to ensure that the Recipient can collect the shipment at the earliest possible time. The Service Provider shall notify the Recipient of the shipment electronically of the technical failure of the Parcel Machine indicated by the Sender or of the failure of successful delivery due to unavailability of terminal capacity, as well as of the transfer to another Parcel Machine.

### **9.3. Delivery to an address specified on the shipment**

The Carrier attempts to deliver the shipment to the authorised recipient at the address specified by the Sender.

In respect of the postal services not considered as substitute for universal postal services as specified in the General Terms and Conditions, if the Service Provider provides no time-guaranteed service, it does not assume liability for the delivery of postal shipments within a specific period.

If the delivery of the shipment is prevented, the Carrier records the reason for failed delivery on the shipment, of which the Service Provider/Carrier notifies the Recipient electronically. If a shipment cannot be delivered to the authorised recipient, the Service Provider returns it to the Sender after all fees and charges, if any, due and payable are settled. Incorrectly marked address does not exempt the Service Provider from its obligation to commence the performance of contractual undertakings, however, in the case of undeliverability due to an incorrect address, the Service Provider is exempted from its indemnification obligation and is entitled to claim reimbursement for costs.

If, in any phase of the shipment handling, the Service Provider detects damage to or a deficiency of the shipment, it draws up a report of the fact and extent thereof, and in justified cases opens the shipment and ensures appropriate repackaging. The damaged or incomplete shipment shall be delivered by the Service Provider accompanied by such report and, if justified by the extent of shipment damage, the Service Provider consults with the Sender regarding the fate of the shipment. In such cases, the shipment is accepted (retrieved) by the Recipient or their authorised recipient (in certain cases the Sender), with the amount of the claims for damages indicated on the report (potentially with the declaration concerning the contents of such report) as confirmed by their signature. If the damaged or incomplete shipment is delivered or returned by way of a Package Machine, the claims for damages may be enforced after acceptance based on the claim reporting document sent by the Service Provider electronically.

### **9.4. Delivery time**

The delivery time of the shipment shall mean the time when the Service Provider or the Carrier leaves the shipment in the Parcel Machine compartment and closes the compartment door. Such time, as well as the time when the Customer removes the shipment from the compartment, are automatically recorded.

The delivery time to an address shall mean the time when the shipment is accepted from the Carrier by the authorised recipient with its signature to this effect. The Service Provider registers and records such time.

## **9.5. Receipt of the shipment by an authorised recipient**

### *9.5.1. In the case of delivery via a Parcel Machine*

The Recipient can collect the shipment placed in the Parcel Machine for 3 days from notification on such placement. The availability times of the Parcel Machines are published on the Service Provider's internet platform.

If the Recipient fails to collect the package from the Parcel Machine within 3 days, the Service Provider collects the shipment from the parcel machine and returns it to its own business site. The Service Provider reserves the right to stipulate a period for holding shipments for Recipients in the parcel locker that is different from the periods indicated in individual agreements, various online marketplaces and on platforms for using the electronic service. The collection period is in each case published on the relevant electronic platforms and websites.

The code required to collect the shipment is made available to the Recipient by the Service Provider via text message or Viber message, and the Recipient shall ensure that the code is not disclosed or made accessible to unauthorised third parties. The Service Provider excludes liability in cases where the code is disclosed or made accessible to parties other than the Recipient and as a result damage is incurred.

The Service Provider is not liable for the costs related to the return of the shipment to the Sender due to the Recipient's failure to collect the shipment, or for any related damage and costs, if any, incurred.

In the case of shipments sent with the cash on delivery service, the payment of the cash on delivery amount specified by the Sender is a prerequisite of the receipt of the shipment, and the shipment can only be delivered after the settlement of the cash on delivery amount with a bank card; or the door of the appropriate compartment of the Parcel Machine only opens once such payment is made.

The Recipient shall remove the shipment from the compartment after the code required to collect the shipment from the Parcel Machine is entered, the cash on delivery amounts due and payable is paid with a bank card and after the door of the compartment containing the package is opened. Once the compartment door is opened, the Service Provider assumes no liability for packages left in the compartment as the IT system supporting the package pickup station detects the package as already collected in such cases.

### *9.5.2. In the case of delivery to an address*

In the case of delivery to an address, if the recipient is a natural person, the Carrier primarily attempts to deliver the shipment to the recipient of the shipment. If the recipient is not at the given address at the time of the

attempted delivery, the Carrier primarily attempts to deliver the shipment to the authorised recipient at the address.

If at the time of the attempted delivery neither the recipient nor the authorised recipient are at the address, the Carrier delivers the shipment to the substitute recipient at the address.

The substitute recipient may be a relative of the recipient as specified in the Civil Code and over the age of 14, or the landlord of the property at the given address or the accommodation provider of the recipient, provided they are a natural person. If the shipment cannot be delivered to the above specified persons at the given address, the Carrier may also deliver the shipment to the direct neighbour as per the address (in the capacity of a temporary recipient).

A registered postal shipment sent to the address of a legal entity, business association or other organisation is delivered by the Carrier with in person delivery if a representative is continuously available at the property used by the given organisation (registered office, business site, branch office, other place of administration) within a reasonable time. The Carrier considers the representative of the organisation to be a person authorised to accept shipments sent to the organisation.

The head of the organisation as well as the service agent, the liquidator and the administrator, even without a power of attorney, are considered to be representatives. Senior officers, company managers, executive employees as well as all other persons authorised to sign for the company or organisation are considered heads of the organisation.

In respect of accepting shipments, the following shall also be considered representatives of the organisation even without an authorisation:

- a) in the case of delivery to a store or other premises of the organisation open to the public, an employee employed by the organisation or a member thereof,
- b) if the organisation operates a post room or reception, the natural person employed there.

An employee of the organisation who does not classify as a representative as per the above is classified by the Carrier as a person authorised to accept shipment in a capacity of temporary recipient.

The Carrier shall also consider it a shipment addressed to an organisation if the address of the shipment addressed to the organisation also indicates the name of a natural person or where the shipment also contains the name of the natural person and the address of the organisation (without the name of said organisation).

## **9.6. Acknowledgement of receipt**

### *9.6.1 In the case of delivery to a Parcel Machine*

The Recipient or the person acting on behalf of the Recipient verifies their authorisation to accept the shipment on the Parcel Machine interface by entering the identification code sent to the Recipient by the Service Provider. The shipment is collected with the help of an identification code. The authorised recipient other than the Recipient shall hand the shipment over to the Recipient as per the general provisions of civil law.

### *9.6.2 In the case of delivery to an address*

In the case of delivery to an address, the Carrier may request the authorised recipient to confirm delivery in writing. The shipment is only handed over to the authorised recipient after it has signed for the shipment, and indicated also its name and capacity as recipient if the shipment is not handed over to the recipient.

#### **9.7. Retrieval, return**

The Service Provider shall accept the return of misdelivered shipments and the contents thereof even if opened, by simultaneously recording the fact of misdelivery, and it shall refund the fee erroneously collected upon misdelivery, seal the shipment and, after marking the fact of misdelivery thereon, ensure its delivery to the correct address. It is not considered misdelivery if, based on data provided by the Sender, the Service Provider places the shipment in the Parcel Machine or attempt its delivery, however, the Sender provided inaccurate or incorrect data when dispatching the Shipment.

If, during delivery to the Recipient's address, the Recipient or its authorised recipient makes a written declaration that they do not accept the shipment, the Service Provider returns the shipment to the Sender disregarding and indicating acceptance times. If such persons refuse to issue the written declaration, the Service Provider records such fact on the delivery document and the shipment. If the shipment cannot be delivered for reasons not attributable to the Service Provider, the Service Provider returns the shipment to the Sender with such reasons indicated thereon.

In the event of the death of the natural person Recipient or the dissolution of the legal entity or business association without legal personality or other organisation Recipient, the shipment sent to them shall be immediately returned by the Service Provider to the Sender after becoming aware of such facts.

## **10. Liability for the performance of services**

### **10.1. In the case of B2B and B2C service modes:**

Liability for damage

- a) shall be borne by the Sender: until the shipment is in the Sender's warehouse or other place awaiting transportation, not yet picked up for transportation, and the delivery note is not yet signed by the Sender, or the Service Provider does not collect the parcel from the dispatch machine and confirms the collection by means of IT.
- b) Shall be borne by the Service Provider: from the pickup of the package from the Sender's premise or warehouse or its computer confirmed removal from the Parcel Machine, after the placement of the shipment in the Parcel Machine compartment until the opening of the compartment door by the authorised recipient or, in the case of delivery to an address, until the shipment is handed over to the authorised recipient.
- c) shall be borne by the Recipient (receiver): from the opening of the compartment door of the pick up parcel machine and the removal of the parcel from the machine or, in the case of delivery to an address, until the acceptance of the shipment is confirmed in writing.

The Service Provider cannot be held liable if the packaging of the shipment is undamaged, but the content is different to what the Customer ordered from the given online shop.

### **10.2. In the case of C2C service modes:**

Liability for damage

- a) Shall be borne by the Sender: until the shipment is placed in the Parcel Machine, until the compartment door is closed;
- b) Shall be borne by the Service Provider: from the pickup of the package or its removal from the Parcel Machine, after the placement of the shipment in the Parcel Machine compartment until the opening of the compartment door by the authorised recipient or, in the case of delivery to an address, until the shipment is handed over to the authorised recipient.
- c) shall be borne by the Recipient (receiver): from the opening of the compartment door or, in the case of delivery to an address, until the acceptance of the shipment is confirmed in writing.

In the event of the non-contractual provision of services, including damage of the shipment, the absence of content, or the loss and destruction thereof, the Service Provider be held liable under the provisions of the Postal Services Act or these GTC. Burden of proof pertaining to the above damage shall be borne by the following persons:

- the Service Provider: if packaging is incomplete and the address is inadequate, as well as if the damage was caused by an unavoidable external reason outside the scope of operation, or by a person other than the injured party during contractual performance;

- the Sender or Recipient: if damage was not caused by incomplete packaging or inadequate address, and if damage cannot be traced back to the content or internal properties of the shipment.

If the Sender of the Shipment places an item excluded from delivery as set out in Annex 1 to these GTCs in the postal item, and the Service Provider detects this fact, the Service Provider shall act in accordance with the nature of the excluded item and the degree of risk for the Service Provider's operations in relation to the shipment. If the object contained in the consignment is perishable, infectious, deteriorated, liable to catch fire, explosive, corrosive, or liable to cause damage to the Service Provider's equipment or to constitute a health or accident risk for the Service Provider's employees or agents, the Service Provider shall, after informing the sender of the consignment, destroy the contents of the consignment with immediate effect or within a period specified by the Service Provider.



## **11 Indemnification**

### **11.1. General rules of indemnification, reporting claims for damages**

The Sender is entitled to enforce claims for damages.

The Recipient is only entitled to enforce claims for damages if

- a) the shipment was delivered to them or another authorised recipient, or
- b) the right to enforce claims for damages was assigned to the Recipient by the Sender in writing, or
- c) the shipment was the property of the Recipient. In this respect, the Service Provider shall, as a proof of the agreement concluded by the absent parties, accept a confirmation issued by the company to the Recipient as consumer pursuant to legal regulations, which confirmation also includes the full amount paid as consideration as part of the sale and purchase of the given product; and if no additional fees payable by the recipient upon delivery are attached to the shipment.

Third parties other than the Sender and the Recipient may only enforce claims for damages if the related claim has been assigned to them in writing by the person entitled to indemnification. Neither the Recipient nor any third parties may enforce claims for damages in excess to the amount of the indemnification due to the Sender.

The partial loss of or damage to the shipment, if detectable, shall be immediately indicated on the delivery document upon the delivery of the shipment or the return of the shipment. Failure to do so shall result in the forfeiture of the rights. In the absence of a delivery document or if partial loss or damage is not immediately detectable upon delivery (return), such missing documents, loss or damage shall be reported to the Service Provider in writing within a three business day limitation period from delivery or recorded in a written protocol at the Service Provider. Claims for damages may also be submitted at the same time as the report is filed.

If a time-guaranteed postal shipment is delivered late, the Customer may submit their claims for damages to the Service Provider in writing, within a 15-day limitation period from the receipt of the shipment.

In the event of the loss, or partial or full destruction of the shipment, the Customer shall file their claims for damages within a 6-month limitation period starting from the fifteenth day from the dispatch of the shipment with the following exception.

If the Service Provider becomes aware of the loss, destruction or damage of the shipment within the framework of complaints management, and at the time of the receipt of the Service Provider's response to the complaint establishing the fact of loss or destruction, there are less than 30 days remaining until the date above open for claims enforcement, the such date shall be extended with an additional thirty days after receipt of the response. The claim shall be submitted in writing or entered into a protocol at the Service Provider to ensure that the Customer's claim for damages in the event of shipment destruction or loss, damage to the shipment or the absence of content is duly and properly assessed and satisfied. If the Service Provider cannot retrieve or regularly deliver misdelivered shipments, it considers the shipment to be lost. The Service Provider can only request the Customer to verify and prove the extent of the damage if the claim for damages relates to the damage of the shipment or the absence of content.

The Service Provider is not liable for damages arising from inadequate packaging, the inherent properties of the shipment, deficiencies of packaging not detectable from the outside, the inadequate quality of the address tag attached to the shipment, or insufficient addressing, or if the Sender/Client has failed to make a declaration in advance on the shipment requiring special handling (e.g. failed to indicate the fragile nature of content of the shipment) or if the inner and outer packaging of the shipment did not correspond to the shipment's fragile nature, and the protection of content was not ensured during transportation. In addition to the above, the Service Provider cannot be held liable for indirect damage and lost profit arising from the full or partial loss, damage to or late delivery of the shipment.

In case the package contains used items on the sale and purchase the Sender and the Recipient – or a third party or parties as commissioned by either or both – agreed on a website or an online/advertising portal any claim regarding compensation for damage will only be accepted by the Service Provider if the claimant can prove the condition of the content of the package by presenting photos taken of the content when it was dispatched.

The Service Provider takes no liability for any damage resulting from the failure of the Sender or the Recipient or the person acting as commissioned by them to receive electronic messages sent to them by the Service Provider as a consequence of any reason attributable to the entity providing them with electronic mailing services, and the Service Provider can present proof of having sent such electronic message.

## **11.2. Assessment and payment of claims for damages**

The Service Provider shall investigate the claim for damages within 30 days.

The Service Provider shall respond to the report or claims for damages submitted by the Customer within thirty days. In its response, the Service Provider shall

- a) inform the Customer of the additional conditions and procedure needed to substantiate the claim,
- b) determine the substantiated nature of the report or the claim for damages, and in this latter case informs the Customer about the expected time of the payment of the claim, or
- c) if it challenges the legal basis or the rate of the claims for damages, inform the enforcer of the claim about the rules of indemnification and claims enforcement as set out in legal regulations or agreements, and pursuant to Section 2 of Act CLV of 1997 on Consumer Protection (hereinafter the Consumer Protection Act) calls the attention of the enforcer of claims qualifying as consumer that they may open consumer legal dispute proceedings before an arbitration board as per the Consumer Protection Act.

If the indication, report or claim as specified in Section 11.1 is submitted by the Customer to the Service Provider within the limitation period specified therein, and the claim for damages is contested by the Service Provider or the Service Provider fails to pay within 60 days from the receipt of the notification establishing that the claim is justified, the Customer may enforce their claims for damages before a court within a one-year limitation period from the dispatch of the shipment. The duration of the arbitration board proceedings opened on the basis of the consumer legal dispute shall not be included in the period open for enforcing claims.

If, as a result of the examination of the complaint and claim for indemnification, the Service Provider finds that the shipment has been destroyed or lost or has in fact been delivered with full or partial absence of content, it informs the Customer thereof.

The Service Provider shall arrange for the payment of the damages that it considers justified within 8 calendar days from the date of assessment. In the event of the full or partial rejection of the legitimacy of the claim, the Service Provider shall communicate the reasons for the rejection to the Customer.

### **11.3. Rate of indemnification**

The Service Provider shall pay a flat rate indemnity in the event of damage, incompleteness, loss or destruction of shipment content as per the following:

If the registered shipment is destroyed, fully or partially lost or damaged, the Service Provider shall pay a flat rate indemnity. If the shipment

- a) is destroyed or lost in full, the flat rate indemnity payable is fifteen times the amount of the charge payable for the service,
- b) is lost or damaged in part, the flat rate indemnity payable relates to the full amount of the flat rate indemnity specified in subsection a) as the damage suffered relates to the full value of the shipment.

In the above cases, the Service Provider shall also refund the charges paid for the service.

If, based on the declaration of the Sender or Recipient, the extent of damage arising from loss, destruction of or damage to the shipment is higher than the flat rate indemnity, they may submit claims for damages within the limitation period in writing, up to the rate of liability for damages. All documents, receipts, and invoices that may be used to prove the damage suffered shall be attached to the claim. In the case of B2B and B2C service modes, the Service Provider accepts the purchase invoice for the contents of the postal shipment, the net amount of the product, as proof of the extent of the damage. In the case of a C2C service mode, if the Sender does not have a purchase invoice for the contents of the postal shipment, the Sender must submit all documents, bank transfer slips, or, in the case of sales via online trading platforms, an extract of the electronic correspondence or message exchange containing the amount of the sale in a clearly identifiable manner, with the claim for compensation.

The Service Provider is liable for the dispatched shipments as follows:

- a) In the case of the B2C and B2B service modes set out in Section 6.1 Subsections 1) and 2) of the GTC, the liability for dispatched shipments shall be limited to HUF 300,000 for delivery via a Parcel Machine and to HUF 50,000 for delivery to an address.
- b) In the case of the C2C and C2B service modes set out in Section 6.1 Subsections 3) and 4) of the GTC, the liability for dispatched shipments shall be limited to HUF 50,000 for both delivery via a Parcel Machine and for delivery to an address.

If the amount of the flat rate indemnity specified above is higher than the above amounts, the flat rate amount prevails when determining liability for damages.

In the case of the cash on delivery service, the liability of the Service Provider shall be limited to the cash on delivery amount if it delivered the shipment without collecting the cash on delivery amount or if it collected a lower amount when delivering the shipment.

#### **11.4. Obligation of the Service Provider to refund charges**

Any charges erroneously determined at shipment collection, any differences in charges or the charges for non-completed services shall be refunded by the Service Provider to the Sender once such mistake or difference is established.

The Service Provider shall also refund the service charge in full if:

- as a result of conduct attributable to the Service Provider, the shipment is returned to the place of dispatch without reaching the place of delivery,
- the Service Provider has not performed the service agreement, or the shipment sent as a fragile shipment gets damaged despite the fact that the Sender has called the Carrier's attention to the product's fragile nature on the shipment packaging.

The Service Provider shall refund part of the charges paid in the following cases subject to the following terms and conditions (partial refund of charges):

- the amount of overpayment, if the Sender or the Recipient paid more for the shipment than what was due as per the tariffs, and such overpayment can be established based on the handling documents or records of the Service Provider or the shipment;
- the difference between the fee charged and the new fee if the Sender changes the shipment address or the requested special or additional service prior to forwarding, and based on the new address or the amended additional service a charge lower than what was actually paid is due.

#### **11.5. Liability for the late delivery of shipments**

The Service Provider shall pay a flat rate indemnity for the late delivery of a time-guaranteed shipment or for the late attempt of such delivery. The amount of the flat rate indemnity shall be double the amount of the charge paid for the time-guaranteed postal service.

The Service Provider is not liable for the late delivery of the time-guaranteed shipment if such delay is caused by an unavoidable cause beyond the control of the Service Provider.

If the delivery or the attempted delivery of the registered shipment is not made within fifteen days from dispatch, unless otherwise agreed on by the parties, the shipment shall be considered lost until proven otherwise and the rules relating to lost shipments shall apply to indemnification. If a shipment considered to be lost is found, the shipment in question shall be delivered. The flat rate indemnity not yet paid and the service charge not yet refunded do not have to be paid, however, the flat rate indemnity already paid and the service charge already refunded do not have to be repaid to the Service Provider either in the case of delivery.

#### Force Majeure

The Service Provider is not liable for damages arising due to reasons beyond the Service Provider's control, in particular in the case of force majeure (acts of war, sabotage, revolution, terror attack or other emergency, natural disaster, rain, snow, ice, fog, flood, fire, strike, bomb threat as well as measures taken by bodies authorised pursuant to the National Defence Act), which prevent or limit the transportation of the shipment by public road; or power outage, operational failure, error or other malfunction arising at the operator of the premises where the Parcel Machine is located (office building, shopping centre, etc.) which restricts or prevents the operation of or access to the Parcel Machine.

#### **11.6. Customers' indemnification liability relating to the use of the Parcel Machine**

Customers are liable for using the Parcel Machine, the interface and compartments thereof with due care. The Service Provider shall define on its website and the parcel machine, the size of packages that can be securely deposited in the various compartments to ensure that the shipments do not damage the parcel machine. The Customer shall be liable for depositing shipments compliant with such information in parcel machine. It is prohibited to deposit shipments larger than the dimensions indicated as these could damage the parcel machine. If the Customer disregards the Service Provider's applicable instructions and guidelines, and deliberately deposits a shipment larger than the size limits specified, irrespective of the consequences, the Service Provider is entitled to request the Customer to pay compensation for any possible damage arising therefrom.

### **12. Provision of information, lodging complaints**

#### **12.1. Provision of information**

The Service Provider undertakes to provide its Customers with information on all material changes to its terms and conditions of service. The Service Provider publishes the following for users via email and through its website: the GTC, the charges applied, its permanent contact details, other contact details as well as all information of public interest.

The Service Provider shall publish the GTC, the tariffs, as well as any amendment thereof on its website at least 15 days prior to the effective date thereof. The Service Provider shall allow for the GTC and the tariffs to be viewed at its customer service office.

#### **12.2. Reports, complaints**

Pursuant to applicable legal regulations, the Service Provider shall ensure that its Customers can file reports relating to the Service Provider's services (hereinafter the complaint) free of charge. Customers may communicate their complaints by telephone, e-mail, conventional mail, using the forms available on the Service Provider's website, or in person. A complaint is a report in which the sender, recipient, or a person commissioned by either of them, claims that the service provided by the Service Provider fails to comply, in part or full, with the provisions of the legal regulations, the individual agreement or these GTC. The Service Provider shall record all indications and reports relating to the partial loss or damage to shipment as well as of the enforcement of claims for damages as complaints.

The Service Provider keeps records of all complaints lodged. The Service Provider shall investigate the complaints received within the framework of a free, simple, transparent and non-discriminatory procedure. Complaints arising during the performance of the services provided by the Service Provider in respect of the shipment may be lodged within a six-month limitation period from the date of dispatch; or in the case of activity or conduct objected to, within 30 days after becoming aware of such activity or conduct, but within six months therefrom at the latest. The Service Provider shall retain the minutes recording the complaint as well as a copy of its response for a period of five years, and it shall present them to investigating authorities upon request.

In the case of observations filed verbally, not including reports made over the phone, the Service Provider shall, to the extent practical, take immediate on-site measures to deal with the problem or provides the clarification necessary. The Service Provider shall investigate the complaint and respond to the Customer in the shortest possible time after the complaint was filed, but within 30 calendar days at the latest. If justified by the content or nature of the complaint, the Service Provider may, on a single occasion, extend the duration of complaints handling by a maximum of 30 days, with a simultaneous notice thereof delivered to the person that submitted the complaint.

Complaint lodged in person shall be recorded in written minutes which shall state the name and address of the person submitting the complaint; the place, method and time of lodging the complaint; the detailed description of the complaint, the list of documents and other evidence presented; in the case of immediate investigation, the Service Provider's declaration on the complaint; the signatures of the person drawing up the protocol and the person submitting the complaint; as well as the time and place of taking the minutes. In addition to the above, the minutes taken of the complaints submitted over the phone or via email shall also state the unique identifier of the given complaint. In the case of complaints lodged over the phone, however, the minutes shall only be drawn up at the specific request of the person lodging the complaint. If the person submitting the complaint provides the Service Provider with all the information required for the assessment of the complaint and for responding to it, the parties shall consider the audio recording as documentation to be sufficient.

The period open for resolving the complaint in the case of complaints lodged verbally or over the phone shall start on the day of the complaint, while in the case of complaints lodged in writing, via email, by letter or by other means on the date such written complaint is received. The Service Provider shall immediately inform the person submitting the complaint in writing about the findings of the investigation conducted with respect to the complaint. If the person lodging the complaint does not accept the response to their complaint or the Service Provider fails to respond to the complaint by the date set, the person lodging the complaint may turn to the National Media and Infocommunications Authority within 30 days of the expiry of the response date.

The Service Provider operates a customer service office which is open for administration in person every Monday (provided that such day is not a bank holiday) between 8 a.m. and 8 p.m. Should this day fall on a bank holiday, the in-person customer service day for the given week is published by the Service Provider on its website. The Service Provider operates a customer service hotline on every weekday from 8 a.m. to 8 p.m.

### **13. Data processing, protection of personal data, confidentiality**

#### **13.1. Data reporting**

Data required for the use of the services, for allowing access and for performing official tasks shall be made available to the authorities by the Service Provider, even if they are considered to be trade secrets. The Service Provider shall also publish the data in these GTC so that they are publicly available. When reporting data, the person reporting such data shall be liable for the timeliness, authenticity, accuracy and verifiability of data content.

#### **13.2. Protection of personal data, confidentiality**

The Service Provider handles, processes and transfers data relating to the postal service agreement or obtained during the performance of such agreement as data controller.

Data processing:

- a) purpose: performance of the postal service agreement, settlement, certification and subsequent monitoring of settlement, data reporting to the Authority, as well as other purposes set out in the legal regulations.
- b) duration: unless stipulated otherwise by the legal regulations or the user, the end of the fifth calendar year after the dispatch of the shipment.

The Service Provider shall not make the performance of the postal service conditional upon the provision of personal or other data or upon consent to the processing of data that are not necessary for performance as requested by the Sender.

Data relating to the performance of the postal service, and obtained during such performance may only be transferred by the Service Provider to a controller or processor in a third country for the purpose of performing the postal service agreement, verifying performance, as well as the settlement and subsequent monitoring thereof.

The Service Provider may control, process and transfer all data relating to the provision of its services as well as data obtained during the performance of the services with due consideration of the law.

The Service Provider may only be aware of the content of the forwarded shipments to the extent necessary for performing the service.

The Service Provider:

- a) may not open any sealed shipments, except for the cases mentioned in this Section;
- b) may not disclose to third parties any data obtained during the performance of the service, except for the Sender, the Recipient (or other authorised recipients) and contributor(s);



- c) shall not deliver the shipment for the purpose of examining its contents to anyone other than the Sender, the Recipient (or other authorised recipients) and the contributor(s);
- d) shall not disclose any information about the performance of the service to persons other than the Sender, the Recipient (or other authorised recipients) and the contributor(s).

The person who presents the document verifying shipment dispatch, or who communicates the shipment's unique identification data (e.g. code, shipment ID) or, if required, communicates the name of the Sender and the Recipient and the address of the shipment to the Service Provider via electronic means (telecommunications equipment, Internet) shall be considered to be a person in possession of an authorisation equal to that of the Sender.

The Service Provider may open the sealed shipment if

- the packaging of the shipment is damaged to such extent that the opening of the shipment is justified by the need to protect its contents, and the contents of the shipment cannot be protected by repackaging without opening the shipment;
- such is necessary for the elimination of a hazard caused by the contents of the shipment;
- the 3-month retention period of the shipment has expired.
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Furthermore, the Service Provider is entitled to open the shipment upon request by the courts or authorities to this effect, however, it shall no obligation to reimburse the costs incurred in this respect.

The shipment is opened by a two-person committee, and the fact of the opening of the shipment and the measures to be taken are set out in a protocol. Members of the committee are selected by the Service Provider from among its employees, members, agents and collaborators. The fact that the shipment has been opened shall be indicated on the shipment, and, where possible, the Sender shall be notified accordingly.

The Service Provider as well as the person (organisation) contributing to the services shall ensure, through appropriate organisational and technical measures, the confidentiality of the shipments forwarded with the help of the Service Provider. The Service Provider, as well as the person (organisation) contributing to the services, shall subject to compliance with the statutory conditions and upon a request to this effect, hand over or present all shipments, textual messages or communication to the organisations authorised by a separate statutory instrument to examine the contents thereof, and shall also make the monitoring and storing thereof possible, as well as any other kind of intervention in respect of the shipment or textual message.

### **13.3. Processing of data obtained by the Service Provider while providing its service**

The guarantees regarding the Service Provider's processing of data and the protection of personal data controlled by the Service Provider not specifically detailed in these General Terms and Conditions, are specified by the Service Provider in the documents referred to in this subsection, in view of the provisions laid down in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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, GDPR) and Act CXII of 2011 on Informational Self-Determination and the Freedom of Information (Info Act).



The Service Provider shall fulfil its obligation to provide transparent detailed information in advance on the guarantees regarding data protection in relation to its services (the types of the contracted party's data being controlled, the categories of the persons to whom the data being managed or parts thereof can be transferred, the procedures to be followed when rights relating to personal data have been violated etc.) on voice recordings taken during administrative procedures as well as the processing of personal data of contact persons in contractual relationships, as prescribed by the General Data Protection Regulation and the Info Act and in line with the recommendations issued by the National Authority for Data Protection and Freedom of Information (Hungarian acronym: NAIH), by disclosing its Data Processing Policy and Notice.

To its business partners the Service Provider issues statements regarding the processing of data in its document entitled "Declaration to business partners on the adequacy of data processing". The above provisions also apply to the natural person customers of the Service Provider's contracted partners.

The above documents are accessible at, and can be downloaded from, the Service Provider's website.

#### **13.4. Confidentiality and privacy obligations of employees, agents and contributors**

All employees, members, agents and collaborators of the Service Provider shall be bound by privacy and confidentiality obligations even after the termination of the employment relationship, membership, agency relationship or contribution, just as the Service Provider is bound, and they are liable for the violation of such obligations.

#### **14. Service quality**

The Service Provider undertakes that while performing its activities it fully and completely performs the services requested and paid for by the Customer in line with the GTC, that is forwards shipments under safe and secure conditions in unharmed and undamaged condition, in line with the quality criteria set out in the applicable government decree. The forwarding route and method of shipments collected is chosen by the Service Provider in line with the service used.

#### **15. Lead times**

The Service Provider organises and operates its activity to ensure that the duration of the forwarding of dispatched shipments from end-point to end-point is as follows:

The Service Provider agrees to ensure that in line with effective and future agreements as well as the delivery deadlines agreed on in individual agreements, shipments are delivered in full compliance with the instructions of the Senders and the contents of the delivery notes, or that an attempt is made at such delivery.

#### **16. Cooperation in the interest of covert investigations**

The Service Provider cooperates with organisations authorised to conduct covert investigations by separate legal acts. When commencing the provision of the service, the Service Provider shall ensure the conditions for the

application of the tools and methods of covert investigations in respect of its equipment and premises. Data disclosure to organisations authorised to conduct covert investigations is free of charge.

## **17. Copyright, criminal law**

The Client and the Sender is liable for the content of the shipment. The Service Provider may not and, as such, has no obligation to inspect the content of the shipment, beyond the above, in particular to inspect lawfulness or the violation of third party rights. Even if the Service Provider examines such circumstances, the Service Provider is not liable for the findings established in the course of such examination or the decisions made and, furthermore, this shall not exempt the Client or the Sender from their obligations to third parties, authorities, courts or the Service Provider.

The Client or the Sender warrant that the copyrights, trademarks or other rights of third parties are not infringed by the due and proper performance of the order. The Client or the Sender is liable for any and all consequences of the potential violation of such rights. By submitting the order, the Client or the Sender warrants that the content of the shipment does not violate the applicable provisions of Act C of 2012 on the Criminal Code. If the Service Provider becomes aware of conduct, facts or circumstances contrary thereto, it may immediately report the matter to the competent law enforcement body.

The Client or the Sender shall immediately indemnify the Service Provider for costs and damage arising from the unlawfulness of the facts, data, information and shipment content provided by them, or from the same being declared unlawful by third parties, authorities or a court, and from a challenge submitted against the legitimacy thereof. The indemnification obligation shall in particular apply to the lost profit of the Service Provider.

## **18. Supervisory body**

### **The National Media and Infocommunications Authority**

**Address:** H-1133 Budapest, Visegrádi u. 106

**Mailing address:** 1376 Budapest, Pf.: 997.

**Telephone:** 06-1-468-05-00

**Fax:** 06-1-468-06-80

**E-mail:** info@nmhh.hu

**Website:** www.nmhh.hu

## **19. Service Provider logos**



## **20. Miscellaneous provisions**

If there is a discrepancy between these GTC and the individual agreement, the provisions of the individual agreement shall prevail, provided such discrepancy is allowed by the law and the GTC. These GTC enter into force on 06 October 2023.

The Service Provider provides notifications about any and all amendments of the GTC and about such amendments entering into force, by publishing announcements on its website at least 15 days prior to the effective date of such amendments. Customers have until the day prior to the effective date of the GTC amendment to notify the Service Provider (submit objections) if they do not accept the amendment in question. They may do so by sending a letter to the Service Provider to the mailing address specified in Section 1, or by sending an e-mail to the e-mail address also indicated in Section 1. The objection is considered to be submitted in due time if the letter is posted or the email is sent on or before the day prior to the effective of the GTC amendment. If the Customer does not object to the GTC amendment announced by the Service Provider before the date above, it shall be considered as an acceptance of the GTC amendment on the part of the Customer.

**Dated: Budapest, 27 September 2023**

**FOXPOST Zrt.**

### Annexes:

Annex 1 – List of products and goods excluded from the service

Annex 2 – Forms used

Annex 3 – The Service Provider's tariffs


**List of products and goods excluded from the service**

The following cannot be transported within the scope of the service:


- sidearms and firearms, and parts thereof;
- ammunition, explosives, and parts thereof;
- radioactive, flammable, toxic, corrosive materials, materials that are fire and explosion hazards, and goods, tools, equipment, accessories containing such materials;
- products that may explode or deteriorate as a result of physical and environmental influences during the performance of the postal service contract;
- living plants and animals, dead or stuffed animals, animal skins and furs;
- value declaration service, transportation of valuable goods;
- human remains;
- perishable, infectious, revolting goods; human body and its remains or derivatives
- neodymium and ferrite-based magnets;
- products whose usability, state, consistence can change or deteriorate during the provision and under the circumstances of postal service (taking into account the storage period applicable to the given shipment);
- goods that require heating or refrigeration (ice, dry ice, frozen products etc.);
- objects that violate decency or dignity, human ashes, human or animal embryos;
- commercial quantities of alcohol, tobacco products;
- narcotics, other hallucinogens or substances specified in the Criminal Code;
- life-saving products and medicines;
- inadequately packaged goods;
- shipments addressed to post office boxes;
- unregistered shipments;
- commodities listed in the ADR Convention (Regarding the International Transport of Hazardous Goods on Public Roads) as hazardous goods;
- goods obtained through criminal acts;
- money (cash, coins, banknotes, transferable securities, shares, bonds or any other goods equivalent to money), stamps, coins;
- drugs, narcotics, psychoactive substances;
- other goods and products subject to official authorisation;
- hazardous waste, particularly, but not limited to, used syringes, medical waste, blood, pathological objects and materials carrying biological risk;
- products that are – given the locations and circumstances in which parcel machines are installed and the weather conditions and temperatures they are exposed to (temperature range of -20 °C – +40 °C) – liable to deteriorate or whose texture or consistency can change and which may become unsuitable for their proper intended use, during the time they are stored in the lockers.

Forms, package labels used

- a. For dispatching to a Parcel Machine



CLFOX167258740572682

	Minta Péter +36701234567
	Utánvét: Bp. 01. ker. CBA Príma Déli ABC 0 Ft <span style="float: right;">B2C</span>

Feladó: FoxPost

A C03 HU106

- b. Package label used for delivery to an address



501398763257000013605000

	Minta Péter Szolnok HU 5000 Példa utca 18. +36701234567
	Utánvét: <span style="float: right;">H24</span> 1000 Ft

Feladó: FoxPost  
1097 Budapest, IX.  
Könyves Kálmán krt. 12-14.

HU SOL 1

**The Service Provider's tariffs**

**I/A. FOR AD-HOC PARCEL SERVICES\***

Maximum size	Category	Parcel machines concerned	Price
4.5x36x53 cm	XS	parcel machine No. hu001-hu300	HUF 1999
8.5x19x61 cm	XS	parcel machine No. hu301-hu600	HUF 1999
5.5x33x53 cm	XS	parcel machine No. hu601-hu1499	HUF 1999
10.5x14.5x61 cm	XS	parcel machine No. hu1500-hu2000	HUF 1999
11x36x61 cm	S	All parcel machines:	HUF 1999
19.5x36x61 cm	M	All parcel machines:	HUF 2199
37.5x36x61 cm	L	All parcel machines:	HUF 3299
60x36x61 cm	XL	All parcel machines:	HUF 3899

The prices above include:

- Delivery to a Parcel Machine pursuant to the provisions of the GTC.
- Notification of the Customer in text or Viber message.
- Package insurance up to the value limit specified herein.

*Prices are VAT inclusive.*

**I/B. FOR REGISTERED PARCEL SERVICES\***

Maximum size	Category	Parcel machines concerned	In terms of parcel machine delivery	In terms of home delivery
4.5x36x53 cm	XS	parcel machine No. hu001-hu300	HUF 1499	HUF 2399
8.5x19x61 cm	XS	parcel machine No. hu301-hu600	HUF 1499	HUF 2399
5.5x33x53 cm	XS	parcel machine No. hu601-hu1499	HUF 1499	HUF 2399
10.5x14.5x61 cm	XS	parcel machine No. hu1500-hu2000	HUF 1499	HUF 2399
11x36x61 cm	S	All parcel machines:	HUF 1499	HUF 2399
19.5x36x61 cm	M	All parcel machines:	HUF 1599	HUF 3199
37.5x36x61 cm	L	All parcel machines:	HUF 2299	HUF 4599
60x36x61 cm	XL	All parcel machines:	HUF 3499	HUF 5699

*Prices are VAT inclusive.*

**II. FEES PAYABLE FOR EXTRA SERVICES**

In the case of cash on delivery,	1.5% of the COD amount payable by the Recipient per package
but at least	HUF 300/package
Fragile package handling	HUF 990/package
Label printing service	HUF 199/package

Prices are VAT inclusive.

### III. CHARGE FOR THE REPEATED DELIVERY OF SHIPMENTS

Maximum size	Category	Parcel machines concerned	Delivery to a parcel machine
4.5x36x53 cm	XS	parcel machine No. hu001-hu300	HUF 2134
8.5x19x61 cm	XS	parcel machine No. hu301-hu600	HUF 2134
5.5x33x53 cm	XS	parcel machine No. hu601-hu1499	HUF 2134
10.5x14.5x61 cm	XS	parcel machine No. hu1500-hu2000	HUF 2134
11x36x61 cm	S	All parcel machines:	HUF 2134
19.5x36x61 cm	M	All parcel machines:	HUF 2134
37.5x36x61 cm	L	All parcel machines:	HUF 2134
60x36x61 cm	XL	All parcel machines:	HUF 2134

Prices are VAT inclusive.

### IV. RETURN CHARGE FOR SHIPMENTS NOT ACCEPTED BY THE RECIPIENT

Maximum size	Category	Parcel machines concerned	Charge
4.5x36x53 cm	XS	parcel machine No. hu001-hu300	HUF 1499
8.5x19x61 cm	XS	parcel machine No. hu301-hu600	HUF 1499
5.5x33x53 cm	XS	parcel machine No. hu601-hu1499	HUF 1499
10.5x14.5x61 cm	XS	parcel machine No. hu1500-hu2000	HUF 1499
11x36x61 cm	S	All parcel machines:	HUF 1499
19.5x36x61 cm	M	All parcel machines:	HUF 1499
37.5x36x61 cm	L	All parcel machines:	HUF 1499
60x38x61 cm	XL	All parcel machines:	HUF 1499

Prices are VAT inclusive.

### V. PACKAGING CHARGES

Repackaging of shipment	Charge
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Replacement of the outer packaging due to inadequate inner or outer packaging of the shipment, use of inner packaging that provides adequate protection for the contents of the shipment (use of space-filling material, batch packaging of contents), rewrapping in packaging material suitable for the performance of the postal service contract	HUF 1500
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*Prices are VAT inclusive.*

## VI. OTHER CHARGES

Business site collection of shipments,	HUF 1,800/occasion
but at least	HUF 300/package
Reprinting parcel label for B2C service mode if required by a reason for which the Sender is liable (damaged, incorrect package label or barcode of inadequate quality)	HUF 400/package
Collecting shipment at the service provider's business site (if the shipment cannot, for any reason whatsoever, be delivered to the address specified by the sender or if the sender or recipient of the shipment does not wish to collect the shipment at the address shown on the shipment)	HUF 3900/package
Handling and safekeeping of overweight or oversized shipment or its delivery at the service provider's business site (in the case of shipments of size and/or weight exceeding the limits specified in Subsection 6.4 of the GTC)	HUF 16600/package
Handling and safekeeping of object excluded from transportation under the General Terms and Conditions and its delivery at the service provider's business site	HUF 16600/package
Handling and safekeeping of damaged postal shipment (that cannot be forwarded owing to the extent and nature of the damage) and its delivery at the service provider's business site	HUF 5400/package

*Prices are exclusive of VAT.*

**\*The above prices are the ones set forth in the general tariffs of the Service Provider, deviation from which by the Parties subject to volume and other conditions is possible in the individual agreements concluded with online shops or persons not qualifying as online shops. The Service Provider may also deviate from the prices specified in this annex in the case of C2C service modes, and publishes such prices on its website and the electronic shipment dispatch platforms where such prices are applied.**