

General Terms and Conditions (GTC)

1. Purpose, scope

1) The present General Terms and Conditions (hereinafter referred to as "GTC") contain the following. <https://buffer4.kubicsekweblapok.hu> the terms and conditions for the use of the services available on the website (hereinafter referred to as the "Website") by the user (hereinafter referred to as the "User"). The technical information and up-to-date information necessary for the use of the Website, which are not covered by these GTC is provided in the information available on the website. The specific terms and conditions applicable to each service are set out in addition to the provisions of the GTC. By accessing the website of Ferenc Kubicsek Individual Entrepreneur (hereinafter referred to as the "Service Provider"), in particular by using any of the services provided by the Service Provider and by using the website, the User accepts and acknowledges the terms and conditions set out in these GTC and the Service Provider - as the Data Controller - and the applicable legal provisions. [in its privacy notice](#) included.

2) The purpose of the GTC is to set out the rules relating to the use of the website, to provide information on it and to create, define the content of, modify, monitor the performance of, invoice the fees arising from and enforce claims in relation to the website, in accordance with the applicable and currently in force legislation.

3) The processing of the User's personal data, as the Data Subject, is governed by the Privacy and Data Protection Notice, which is available in the footer on any page of the website.

4) The language of these GTC is Hungarian.

5) The Service Provider does not subscribe to any code of conduct.

6) The date at the bottom of the page indicates the period of validity of the GTC. The Service Provider reserves the right to modify its GTC at any time and to publish new GTC on its website. When a new version enters into force, the previous version shall cease to be in force.

2. Information about the Service Provider

Name of the Service Provider: Ferenc Kubicsek sole proprietor

tax number: 91260378-1-28

is based in: 9400 Sopron, Schönherr-malom Street 27.

your chamber registration number: SV91260378 - Sopron City Chamber of Commerce and Industry

your e-mail address: info@buffer4.kubicsekweblapok.hu

website: <https://buffer4.kubicsekweblapok.hu>

phone number: +36 31 788-9580

The Service Provider is a flat-rate self-employed taxpayer, is not subject to the KATA, and is therefore entitled to issue invoices and provide services to companies.

3. Activity on the website

1) The Service Provider provides web services through its website, in particular the design, creation, maintenance and further development of customized websites, webshops, landing pages. The services are ordered on the basis of an individual agreement.

2) The Service Provider may also publish free and chargeable downloadable support materials (e.g. guides, templates) on the website. The use of these may be subject to special conditions or registration.

3) The Service Provider also publishes blog articles and informative professional materials on the website, which are protected by copyright. Copying, distribution or unauthorised use of this content is prohibited.

4. Conditions of use of the website

4.1. Responsibility for the use of the website

1) The User may use the Website solely at his/her own risk and accepts that the Service Provider shall not be liable for any material or non-material damage arising from the use of the Website, in addition to liability for intentional breach of contract or for damage to human life, bodily injury or health.

2) The Service Provider excludes all liability for the conduct of the users of the Website.

3) The User shall ensure that the use of the Website does not directly or indirectly violate the rights of third parties or the law. The User shall be fully and exclusively responsible for his/her own conduct, and the Service Provider shall cooperate fully with the competent authorities in order to detect any infringements.

4) The Service Provider is entitled, but not obliged, to monitor the content (e.g. comments) that Users may make available during the use of the Website, and the Service Provider is entitled, but not obliged, to search for signs of illegal activity with regard to the published content.

5) The Service Provider's website and subpages may contain links that may lead to the websites of other service providers. The Service Provider is not responsible for the privacy practices or other activities of such other providers.

4.2. Copyright

1) By browsing the website and the associated social networking site, the User agrees to read the content that is the intellectual property of the operator of the site and to use it

exclusively for the purpose of obtaining personal information. The operator of the website and the community site, as the owner of the rights, does not consent to the commercial use of this published content and to its unchanged or similar transfer or use. By accepting these terms and conditions, the User agrees to submit to the jurisdiction of the Hungarian courts having jurisdiction over Hungarian copyright law and the jurisdiction of the Hungarian courts of the place of the website operator's registered office.

2) If the Service Provider can prove that the content of the website is copied in the same or similar form on the website of a third party, the Service Provider shall be liable to pay a monthly fee of HUF 200,000/month, i.e.

charge a penalty to the unlawful user. A copied page is also considered a copied page if the receipt contains more than 20% of the total content of the page, including unauthorised text, images or graphics. By receiving the copy, the User expressly accepts this penalty agreement.

5. Shopping on the website

5.1. Possibility to register on the website

1) The Service Provider may allow the User to register on the website, thus facilitating regular purchases.

2) In this case, after clicking on the "Register" button, the User must provide the data specified in the dialog box (e-mail address, password, surname, first name, billing address), and then provide consent to the registration by ticking the checkbox.

3) After clicking on the "Register" button, if the User has provided all the data, you will receive a notification via a sub-page with the text "Your registration is complete".

4) The successful registration will be confirmed by the Service Provider within a short period of time to the e-mail address provided by the User.

5.2. Pre-order information

1) The Service Provider shall provide information on the purchase of the products in the "Terms and Conditions" section under "Information" in the footer of its website, as well as on the individual sub-pages of the products.

2) The information shall include a prior indication of the costs related to the purchase (e.g. packaging, delivery, cash on delivery, etc.), if any. When summarising the costs for each order, the Service Provider shall also provide the User with an itemised list of all costs incurred for the order in question.

3) The prices displayed next to/below the products placed on the website do not include value added tax (VAT), as the Service Provider is exempt from VAT.

4) The service provider runs sales and promotions a few times a year, which are typically made available through coupon codes. The Service Provider will inform Users about

these on its website, Facebook page or (if the User has expressly agreed in advance) in the form of a newsletter.

5.3. The order process

- 1) On the Service Provider's website, the User has the possibility to register for a consultation by filling in an electronic form, which is free of charge and lasts up to 60 minutes.
- 2) During the consultation, the User can specify his/her needs and preferences regarding the desired web service (e.g. website, webshop, maintenance, development).
- 2) Following the consultation, the Service Provider shall prepare a free of charge personalized quotation, including the content, price, payment and performance terms of the planned service.
- 3) Upon acceptance of the quotation, the Service Provider may issue a request for payment, on the basis of which the Customer shall pay the service fee in advance by bank transfer.
- 4) In the case of orders of a higher value, the Service Provider and the Customer may agree on an instalment payment (e.g. advance payment + second instalment).
- 5) The provision of the service will only commence once the required fee has been received, in accordance with the payment agreement.
- 6) By paying and accepting the offer, the Customer declares that he/she has read, understood and accepts these General Terms and Conditions and the Privacy Policy.

5.4. Binding nature of the offer, conclusion of the contract

- 1) The User may indicate his/her interest in the Service Provider's services by filling in the consultation request form on the Service Provider's website. Submission of the form does not constitute an order and does not create a contract.
- 2) Upon receipt of the form, the Service Provider will prepare a free of charge, personalized quotation and draft contract, which will be sent to the User electronically. The draft contract shall contain a precise description of the services, deadlines, prices, payment and performance conditions.
- 3) The contract is concluded when:

the User signs and returns the draft contract sent electronically (or by other agreed means), and

the Service Provider shall also sign the signed copy and return the final signed copy to the User.
- 4) The Service Provider will only start the service after receipt of the agreed fee (or advance payment) in the possession of the signed contract, which must be completed

by the deadline specified in the contract. The service is transparent and the client receives feedback on the parts completed at each stage.

5) The User acknowledges that after the conclusion of the contract and the commencement of the provision of the service, since it is considered a tailor-made service according to individual needs, the User may not exercise the 14-day right of withdrawal pursuant to Article 29 (1) c) of Government Decree No.

5.5. Payment of fees

1) Payment can be made in the following ways:

- Full payment in advance: the Customer shall pay the full price of the Service to the Service Provider in one lump sum in advance.
- Payment by instalments (advance + final amount): the client pays part of the service fee as an advance and the remaining amount when the project is delivered or according to another schedule set out in the contract.

2) The fee is paid by bank transfer, based on the fee request or invoice issued by the Service Provider, to the bank account number provided. The company provides services exclusively on the basis of individual orders, does not operate a webshop or online sales system, and is therefore not obliged to provide cash payment.

3) The Service Provider shall only start to provide the service after receipt of the agreed fee (or advance payment). The payment obligation is deemed to be fulfilled when the amount is credited to the Service Provider's bank account.

4) The details of the payment terms are set out in a written contract between the parties.

5.6. Issue of invoice

The invoice will be sent by the Service Provider to the User's e-mail address in the form of an e-invoice.

6. Other means of enforcement

If any consumer dispute between the Service Provider and the User is not resolved in the course of negotiations with the Service Provider, further options are open to the User.

6.1. Complaining to the consumer protection authority

The User may initiate consumer protection proceedings against the Service Provider. The list and contact details of the district government offices acting in the first instance can be found at the following link:

<https://jarasinfo.gov.hu/>.

6.2. Initiation of conciliation panel proceedings

The User may initiate conciliation proceedings against the Service Provider. A list of conciliation bodies and their contact details can be found via the following link: <https://bekeltetes.hu/>.

The competent arbitration body according to the place of establishment of the Service Provider is the Arbitration Board of the Győr-Moson-Sopron County Chamber of Commerce and Industry.

Head office (client's office): 9021 Győr, Szent István út 10/A.

Address for correspondence: 9022 Győr, Szent István út 10/A (submissions can be sent by post).

Your email address: bekelteto.testulet@gymiskik.hu

Phone number: +36 96 520 217

Customer service: personal service is possible in Győr by prior appointment by telephone.

6.3. Initiating a complaint through the EU Dispute Settlement Platform

If the problem or dispute you have raised during your online shopping is not resolved with the Service Provider or in the domestic forums, you can submit your complaint to the EU Dispute Settlement Body via the following platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>

6.4. Initiating legal proceedings

The User may bring a civil action against the Service Provider. The court of law shall have jurisdiction to decide on the action. The action may also be brought, at the option of the person concerned, before the courts of his/her place of residence (for a list of courts and their contact details, please click on the link below): <https://birosag.hu/torvenyszekek>.

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