

Domain: online.bardtest.gg
Email: support@bardtest.gg
Telephone: +36304660981
Company name: Bard Solutions Kft

GENERAL TERMS AND CONDITIONS (GTC)

online.bardtest.gg - effective from this date: 2023-09-07

Preamble

Welcome to our website! We thank you for honoring us with your trust in your order! The General Terms and Conditions (GTC) of this webshop were created using the Consumer-Friendly GTC generator.

If you have any questions about these General Terms and Conditions, the use of the website, our services, the order process, or if you would like to discuss your unique requirements with us, please contact our staff at the contact details provided.

Imprint: Provider (Seller, Business) details

Name: Bard Solutions Ltd.
Headquarters: 1138 Budapest, Dunavirág utca 2-6. 1. tower. 5th floor.
Mailing address: 1138 Budapest, Dunavirág utca 2-6. 1. tower. 5th floor.
Registering authority: Metropolitan Court of Budapest
Company registration number: 01-09-412643
Tax number: 32219317-2-41
Representative: Atilla Koszecz
Phone number: +36304660981
Email: support@bardtest.gg
Website: <http://online.bardtest.gg>
Bank account number: 10918001-00000121-31870001
IBAN: HU39109180010000012131870001
SWIFT code: BACXHUHB

Hosting provider details

Name: Cloudflare, Inc.
Headquarters: Legal Department 101 Townsend St, San Francisco, CA 94107
Contact: support@cloudflare.com
Website: www.cloudflare.com

Definitions

Parties: Seller and Buyer collectively
Consumer: a natural person acting outside their profession, self-employed occupation, or business activities
Consumer contract: a contract where one of the parties qualifies as a consumer
Website: this current website, which serves the purpose of contract conclusion
Contract: Sale or service provision contract concluded between the Seller and Buyer utilizing the Website and electronic correspondence
Means enabling communication from a distance: a tool that enables the making of contract declarations in the absence of the parties for the purpose of contract conclusion. Such tools include unaddressed or addressed forms, standard letters, advertisements published in press with an order form, catalogs, telephone, fax, and devices providing internet access.

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Distance Selling Contract: A consumer contract for the provision of goods or services organized within a distance selling system without the simultaneous physical presence of the parties, concluded by using only means of communication that allow for the contract to be concluded from a distance.

Service Contract: Any contract other than a sales contract under which the enterprise provides or agrees to provide service to the consumer, including digital services.

Enterprise: A person acting within their trade, business, craft, or profession.

Consumer: A natural person acting outside the scope of their trade, business, craft, or profession as defined in the Civil Code.

Warranty: The obligation undertaken by the enterprise beyond the statutory obligation or in the absence thereof to fulfill the contract properly, as defined in the Civil Code.

Digital Service:

- a) a service that enables the consumer to create, process, store or access digital data; or
- b) a service that allows for the sharing of digital data uploaded or created by the consumer or other users, or any other interaction with that data.

Digital Content: Data produced and delivered in digital form.

Functionality: The ability of goods containing digital elements, digital content, or digital services to perform functions as intended.

Consumer: As defined in the Civil Code.

Interoperability: The ability of goods containing digital elements, digital content, or digital services to work with different hardware and software from those with which goods of the same type are normally used.

Compatibility: The ability of goods containing digital elements, digital content, or digital services to work with hardware or software with which goods of the same type are normally used without the need for conversion.

Durable Medium: Any instrument which enables the consumer or enterprise to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored.

Purchase Price: The consideration payable for the goods and for the provision of digital content or services.

Digital Environment: The hardware, software, and network connections used by the consumer to access or use digital content or digital services.

Integration: The process of combining and embedding digital content or digital services with different components of the consumer's digital environment so that the digital content or digital service can be used in accordance with the contractual requirements.

Applicable Laws

The Contract shall be governed by the laws of Hungary, and in particular the following legislations shall apply:

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- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on certain aspects of electronic commerce services and services related to the information society
- Act V of 2013 on the Civil Code
- Government Decree 45/2014. (II.26.) on the detailed rules for contracts between consumers and businesses
- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information
- Regulation (EU) 2018/302 of the EUROPEAN PARLIAMENT AND COUNCIL (28 February 2018) on addressing unjustified geo-blocking and other forms of discrimination within the internal market based on customers' nationality, place of residence or place of establishment, and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394, as well as Directive 2009/22/EC
- Regulation (EU) 2016/679 of the EUROPEAN PARLIAMENT AND COUNCIL (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)
- Government Decree 373/2021. (VI. 30.) on the detailed rules for contracts for the sale of goods, as well as for the provision of digital content and digital services between consumers and businesses

Scope and Acceptance of the General Terms and Conditions (GTC)

The content of the contract established between us – in addition to the provisions of the applicable mandatory laws – is defined by these General Terms and Conditions (hereinafter referred to as GTC). Accordingly, the GTC includes the rights and obligations of you and us, the conditions for the establishment of the contract, the deadlines for performance and payment conditions, the rules of liability, and the conditions for exercising the right of withdrawal.

The technical information necessary for the use of the Website, which is not contained in this GTC, is provided by other information available on the Website.

You are required to familiarize yourself with the provisions of this GTC before finalizing your order.

Language and Form of the Contract

The language of the contracts under the scope of this GTC is Hungarian. Contracts under the scope of this GTC are not considered to be written contracts, and are not filed by the Seller.

Prices

Prices are in Hungarian Forints and include 27% VAT. It cannot be ruled out that for business policy reasons, the Seller may modify the prices. Changes in prices do not apply to contracts already concluded. If the Seller has incorrectly listed the price and an order has been received but no contract has been concluded between the parties, the Seller shall proceed according to the "Procedure in case of incorrect prices" section of the GTC.

Procedure in case of incorrect prices

An obviously incorrectly listed price is considered to be:

- a price of 0 Ft,
- a price reduced by a discount but the discount is incorrectly listed (e.g., a service costing 1000 Ft is offered for 500 Ft with a 20% discount mentioned).

In the event of incorrectly listed prices, the Seller offers the option to purchase the service at its real price, with which information the Buyer can decide whether to order the service at the real price or cancel the order without any adverse legal consequences.

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Complaint Handling and Legal Remedies

Consumers can submit their complaints related to the services or the activities of the Seller at the following contact details:

Phone: +36304660981

Website: <http://online.bardtest.gg>

Email: support@bardtest.gg

Consumers can express their complaints to the business verbally or in writing, which relate directly to the conduct, activity, or omission of the business or the person acting on behalf or for the benefit of the business in connection with the distribution or sale of goods to consumers. The business is obligated to immediately examine verbal complaints and rectify them if necessary. If the consumer does not agree with the handling of the complaint, or if it is not possible to immediately investigate the complaint, the business must without delay take a record of the complaint and its stance related to it, and in the case of a verbal complaint communicated in person, provide a copy of this record to the consumer on the spot. For verbal complaints communicated via telephone or other electronic communication services, the consumer must be sent a substantive response within 30 days - in accordance with the regulations for written complaints. For written complaints, the business must proceed as follows. Unless directly applicable legal acts of the European Union provide otherwise, the business is obligated to substantively respond and address the written complaint within thirty days after receipt. Legislation may set shorter deadlines, while laws may establish longer ones. The business must provide reasons for rejecting the complaint. Verbal complaints communicated via telephone or electronic communication services must be provided with a unique identifier by the business.

The record of the complaint must include the following:

1. The consumer's name and address,
2. The place, time, and method of the complaint submission,
3. A detailed description of the consumer's complaint, a list of documents, proofs, and other evidence presented by the consumer,
4. The business's statement on its stance regarding the consumer's complaint, if immediate investigation of the complaint is possible,
5. The signature of the person taking the record and - except for verbal complaints communicated via telephone or other electronic communication services - the signature of the consumer,
6. The place and time of taking the record,
7. The unique identifier of the complaint in case of verbal complaints communicated via telephone or other electronic communication services.

The business is obligated to keep the record of the complaint and a copy of the response for five years and to present them to the supervisory authorities upon request.

In case the complaint is rejected, the business must inform the consumer in writing about which authority or conciliation board the consumer can initiate proceedings with, depending on the nature of the complaint. The information must also include the competent authority or conciliation board's headquarters, telephone and internet contact details, and mailing address. The information must also cover whether the business will participate in conciliation board proceedings for the settlement of consumer disputes. If the consumer dispute between the Seller and the consumer is not resolved during negotiations, the following legal remedies are available to the consumer:

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Consumer Protection Procedure

Filing a complaint with consumer protection authorities. If the consumer notices a violation of their consumer rights, they are entitled to file a complaint with the consumer protection authority competent according to their place of residence. After assessing the complaint, the authority decides on conducting a consumer protection procedure. The consumer protection first-instance authority tasks are performed by the capital and county government offices competent according to the consumer's place of residence, the list of which can be found here: <http://www.kormanyhivatal.hu/>

Court Procedure

The customer is entitled to enforce their claim arising from a consumer dispute in court within the framework of a civil procedure, according to the provisions of Act V of 2013 on the Civil Code, and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation Board Procedure

We inform you that you may file a consumer complaint against us. If your consumer complaint is rejected by us, you are entitled to turn to the Conciliation Board competent according to your place of residence or stay: initiating the procedure of the conciliation board requires that the consumer attempt to settle the dispute directly with the concerned business first. Based on the consumer's request, the conciliation board designated in the consumer's application, instead of the competent body, is competent to handle the procedure.

The business is obligated to cooperate in the procedure before the conciliation board.

This includes the obligation of the business to respond to the summons of the conciliation board, and the obligation to appear before the conciliation board is also established (ensuring the participation of a person authorized to reach an agreement at the "hearing"). If the business's registered office or site is not registered in the county of the chamber operating the territorially competent conciliation board, the business's obligation to cooperate extends to offering the possibility of concluding a written agreement according to the consumer's demand.

In case of non-compliance with the above cooperation obligation, the consumer protection authority has jurisdiction, which means that in case of businesses' non-compliant behavior due to legislative changes, imposing a mandatory fine is applicable, with no possibility of exemption from the fine. In addition to the Consumer Protection Act, the provision concerning small and medium-sized enterprises was also amended, so the imposition of fines cannot be omitted in the case of small and medium-sized enterprises either.

The amount of the fine for small and medium-sized enterprises can range from 15,000 forints to 500,000 forints, while for enterprises subject to the Accounting Act with an annual net revenue exceeding 100 million forints, not considered small and medium-sized enterprises, from 15,000 forints up to 5% of the enterprise's annual net revenue, but no more than 500 million forints. With the introduction of the mandatory fine, the legislator aims to emphasize cooperation with the conciliation boards and ensure the active participation of businesses in the conciliation board procedure.

The conciliation board has jurisdiction over the out-of-court settlement of consumer disputes. The task of the conciliation board is to attempt to establish an agreement between the parties for the settlement of the consumer dispute, and in case of failure, to make a decision to ensure the simple, quick, effective, and cost-saving enforcement of consumer rights. The conciliation board may provide advice to the consumer or the business upon request regarding the rights and obligations of the consumer. The procedure of the conciliation board starts upon the consumer's request. The request must be submitted in writing to the president of the conciliation board: the requirement of written form can be

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fulfilled by letter, telegram, telex, or fax, as well as any other means that allows the recipient to store the data addressed to them for a period appropriate to the purpose of the data, and to display the stored data in an unchanged form and content.

The request must include:

- a. the consumer's name, residence or place of stay,
- b. the name, registered office, or site of the business involved in the consumer dispute,
- c. if the consumer requested the jurisdiction of a designated body instead of the competent conciliation board,
- d. a brief description of the consumer's stance, the supporting facts, and their evidence,
- e. the consumer's statement that they attempted to settle the dispute directly with the concerned business,
- f. the consumer's statement that no other conciliation board procedure has been initiated, no mediation procedure has started, no legal action has been taken, nor has a request for payment order been submitted,
- g. the proposal for the board's decision,
- h. the consumer's signature.

The request must be accompanied by the document or its copy (excerpt) to which the consumer refers as evidence, especially the business's written statement of complaint rejection, or in its absence, other written evidence available to the consumer about the attempted reconciliation. If the consumer acts through a representative, the authorization must be attached to the request. More information about the Conciliation Boards can be found here: <http://www.bekeltetes.hu>
More information about the territorially competent Conciliation Boards can be found here: <https://bekeltetes.hu/index.php?id=testuletek>

Contact details of the various territorially competent Conciliation Boards:

Baranya County Conciliation Board Address: 7625 Pécs, Majorossy I. u. 36. Postal Address: 7625 Pécs, Majorossy I. u. 36 Phone Number: 06-72-507-154 Mobile: +36 20 283-3422 Email: info@baranyabekeltetes.hu Website: www.baranyabekeltetes.hu	Békés County Conciliation Board Address: 5600 Békéscsaba, Penza ltp. 5. Phone Number: 06-66-324-976 Fax: 06-66-324-976 Email: bekeltetes@bmkik.hu Website: www.bmkik.hu
Budapest Conciliation Board Address: 1016 Budapest, Krisztina krt. 99. I. floor 111. Postal Address: 1253 Budapest, Pf.:10. Phone Number: +36-1-488-21-31 Email: bekelteto.testulet@bkik.hu Website: bekeltet.bkik.hu	Fejér County Conciliation Board Address: 8000 Székesfehérvár, Hosszúsétatér 4-6. Phone Number: 06-22-510-310 Email: bekeltetes@fmkik.hu Website: www.bekeltetesfejer.hu
Hajdú-Bihar County Conciliation Board Address: 4025 Debrecen, Vörösmarty u. 13-15. Phone Numbers: 06-52-500-710; 06-52-500-745	Jász-Nagykun-Szolnok County Conciliation Board Address: 5000 Szolnok, Verseggy park 8. III. floor 303-304.

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<p>Fax: 06-52-500-720 Email: bekelteto@hbkik.hu; nemes.brigitta@hbkik.hu Website: www.hmbbekeltetes.hu</p>	<p>Mobile: 06-20-373-2570 Email: bekeltetotestulet@iparkamaraszolnok.hu Website: www.jaszbekeltetes.hu</p>
<p>Nógrád County Conciliation Board Address: 3100 Salgótarján, Mártírok útja 4. Phone Number: 06-32-520-860 Fax: 06-32-520-862 Email: nkik@nkik.hu Website: www.nkik.hu</p>	<p>Somogy County Conciliation Board Address: 7400 Kaposvár, Anna u.6. Phone Number: 06-82-501-000 Email: skik@skik.hu</p>
<p>Borsod-Abaúj-Zemplén County Conciliation Board Address: 3525 Miskolc, Szentpáli u. 1. Phone Numbers: 06-46-501-091; 06-46-501-090 Email: bekeltetes@bokik.hu Website: www.bekeltetes.borsodmegye.hu</p>	<p>Csongrád-Csanád County Conciliation Board Address: 6721 Szeged, Párizsi krt. 8-12. Phone Number: 06-62-554-250/118 Email: bekelteto.testulet@csmkik.hu Website: www.bekeltetes-csongrad.hu</p>
<p>Győr-Moson-Sopron County Conciliation Board Address: 9021 Győr, Szent István út 10/a. Phone Number: 06-96-520-217 Email: bekeltetotestulet@gymkik.hu Website: www.bekeltetesgyor.hu</p>	<p>Heves County Conciliation Board Address: 3300 Eger, Hadnagy u. 6. ground floor 1. Postal Address: 3300 Eger, Faiskola u. 15. Phone Number: 06-36-416-660/105 extension Mobile: 06-30-967-4336 Email: bekeltetes@hkik.hu</p>
<p>Komárom-Esztergom County Conciliation Board Address: 2800 Tatabánya, Fő tér 36. Phone Numbers: 06-34-513-010; 06-34-513-012 Mobile: 06-30-201-1647; 06-30-201-1877 Email: bekeltetes@kemkik.hu</p>	<p>Pest County Conciliation Board Address: 1055 Budapest, Balassi Bálint u. 25. IV/2. Phone Number: 06-1-269-0703 Fax: 06-1-474-7921 Email: pmbekelteto@pmkik.hu Website: http://panaszrendezes.hu/</p>
<p>Szabolcs-Szatmár-Bereg County Conciliation Board Address: 4400 Nyíregyháza, Széchenyi u. 2. Phone Number: +36-42-420-280 Fax: +36-42-420-180 Email: bekelteto@szabkam.hu Website: www.bekeltetes-szabolcs.hu</p>	<p>Vas County Conciliation Board Address: 9700 Szombathely, Honvéd tér 2. Phone Number: 06-94-506-645 Fax: 06-94-316-936 Email: pergel.bea@vmkik.hu Website: www.vasibekelteto.hu</p>

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<p>Veszprém County Conciliation Board Address: 8200 Veszprém, Radnóti tér 1. ground floor 115-116. Phone Number: 06-88-814-121; 06-88-814-111 Email: info@bekeltetesveszprem.hu Website: www.bekeltetesveszprem.hu</p>	<p>Zala County Conciliation Board Address: 8900 Zalaegerszeg, Petőfi út 24. Phone Number: 06-92-550-513 Fax: 06-92-550-525 Email: zmbekelteto@zmkik.hu Website: www.bekelteteszala.hu</p>
<p>Tolna County Conciliation Board Address: 7100 Szekszárd, Arany J. u. 23-25. III. floor Phone Number: 06-74-411-661 Fax: 06-74-411-456 Email: kamara@tmkik.hu; t-tiv@tmkik.hu</p>	<p>Bács-Kiskun County Conciliation Board Address: 6000 Kecskemét, Árpád krt. 4. Postal Address: 6001 Kecskemét, Pf.228. Phone Numbers: 06-76-501-500; 06-76-501-525, 06-70-938-4765, 06-70-938-4764 Fax: 06-76-501-538 Email: bekeltetes@bacsbekeltetes.hu Website: www.bacsbekeltetes.hu</p>

Online Dispute Resolution Platform

The European Commission has established a website where consumers can register to resolve their disputes related to online purchases without going to court. This allows consumers to exercise their rights without being hindered by distance. If you wish to file a complaint regarding a product or service purchased online and prefer not to go to court, you can use the online dispute resolution tool. On this platform, you and the trader against whom you have a complaint can jointly select the dispute resolution body you wish to handle your complaint.

The online dispute resolution platform can be accessed here:
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

Copyrights

According to Section 1, Subsection (1) of the Act LXXVI of 1999 on copyright (hereinafter referred to as Szjt.), the website qualifies as a work of authorship and thus is protected by copyright. Section 16, Subsection (1) of Szjt. prohibits the unauthorized use of graphical and software solutions, computer programs found on the website, or any application that can modify the website or any part of it. Any material from the website and its database can only be taken with the written consent of the copyright owner, citing the website as the source. The copyright owner is Bard Solutions Ltd.

Partial Invalidity, Code of Conduct

If any provision of the General Terms and Conditions (GTC) is legally incomplete or invalid, the other provisions of the contract remain in effect, and the relevant laws will apply in place of the invalid or erroneous part. The Seller does not have a code of conduct regarding unfair commercial practices towards consumers as per the relevant law.

Operation of Digital Content, Technical Protection Measures

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The availability of servers providing data on the website exceeds 99.9% annually. Regular backups are made of the entire data content, allowing for the restoration of original data content in case of issues. The data appearing on the website are stored in MSSQL and MySQL databases. Sensitive data are stored with adequate encryption strength, utilizing hardware support built into processors for encryption.

Information on the Essential Characteristics of Services

The website provides information about the essential characteristics of the services available for purchase through descriptions for each service.

The subscription service available on the website is subject to a fee. The exact amount of the fee is published by the Provider on the website.

Customers are entitled to cancel the service tied to the payment of fees.

The Provider has the right to unilaterally modify the Service Fees, which will be applicable for customers at the time of purchasing the next subscription.

The fee paid by the Customer is not refundable by the Provider, except if the provision of the fee-based Service is omitted due to a reason attributable to the Provider, or if the Parties individually agree otherwise.

The Provider reserves the right to modify or improve the content of the subscription.

Correction of Data Entry Errors - Responsibility for the Accuracy of Provided Information
You have the continuous opportunity to modify the data you have entered before finalizing your order (by clicking the back button in the browser to return to the previous page, thus you can correct the data even if you have already moved to the next page). Please be aware that it is your responsibility to ensure the accuracy of the data you provide, as the service will be billed and fulfilled based on the information you submit. Note that an incorrectly provided email address or full storage space associated with your mailbox could result in the absence of a confirmation delivery and may prevent the formation of a contract.

Website Usage

Purchasing is subject to registration.

Content on the Website becomes accessible after registration. By registering, users gain the right to view content available for free on the Website and to take the free test. Completing the free test does not create a payment obligation.

Opportunity to purchase a subscription becomes available after registration.

To purchase a subscription, you must log in and click on the "Subscriptions" menu item. On the displayed interface, select the desired subscription period and then click on the "Subscribe" button. Next, enter the billing information, and the purchasing process can be continued by clicking the "Continue" button.

Following this, the online payment interface appears, where subscription can be finalized by clicking the "Subscribe" button after entering the credit card details.

Extra games and content available to subscribers become immediately accessible within the profile following successful payment.

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Finalizing the Order (Offer Submission)

If you are convinced that the contents of the cart match the services you wish to order and your details are correctly entered, you can finalize your order by clicking the "Subscribe" button. Information provided on the website does not constitute an offer by the Seller to conclude a contract. In the case of orders under the scope of these General Terms and Conditions (GTC), you qualify as the offeror.

By pressing the "Subscribe" button, you expressly acknowledge that your offer is considered made, and your statement, upon confirmation by the Seller according to these GTC, entails a payment obligation. Your offer binds you for 48 hours. If your offer is not confirmed by the Seller within 48 hours according to the general contract conditions, you are released from the offer obligation.

Order Processing, Formation of the Contract

You can place an order at any time. The Seller will confirm your offer via email by the next working day following the submission of your offer at the latest. The contract is formed when the confirmation email sent by the Seller becomes accessible to you in your email system.

Payment Methods

Credit Card Payment

You can quickly and securely pay with a credit card in our online store.

Stripe

Payment with the Stripe payment solution is available in the online store.

More information about Stripe can be accessed here in English.

Within Stripe, there is an option to use Apple Pay payment solution, as well as credit card payment.

Delivery Deadline

The general delivery deadline for an order is a maximum of 1 day from the order confirmation.

International Sales

The Seller does not differentiate between buyers using the Website within Hungary and those within the European Union outside of Hungary. Unless otherwise provided in these GTC, the Seller ensures the delivery/pickup of ordered services within Hungary.

The provisions of these GTC apply to purchases made outside Hungary, with the understanding that, according to the relevant regulations, the term "buyer" refers to a consumer who is a citizen of a Member State, or has a residence in a Member State, or to a business that has an establishment in a Member State and purchases goods or services within the European Union exclusively for end use, or acts with such intent. A consumer is defined as a natural person acting for purposes outside their trade, business, craft, or profession.

The primary language of communication and purchase is Hungarian; the Seller is not obligated to communicate with the Buyer in the official language of the Buyer's Member State.

The Seller is not obligated to comply with non-contractual requirements related to the concerned service as determined by the national law of the Buyer's Member State, such as labeling or sector-specific requirements, or to inform the Buyer about these requirements.

Unless otherwise provided by the Seller, Hungarian VAT applies to all services. The Buyer may exercise their rights to legal remedies according to these GTC.

In the case of electronic payment solutions, payment is made in the currency specified by the Seller. The Seller may withhold service fulfillment until it is confirmed that the payment for the service price

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and delivery fee has been successfully and completely made using the electronic payment solution (including cases where the service is paid for via transfer in the currency of the Buyer's Member State, and the conversion and banking fees result in the Seller not receiving the full amount of the purchase price). If the service price is not fully paid, the Seller may request the Buyer to supplement the purchase price.

The Seller provides the same opportunities for service fulfillment to non-Hungarian buyers as it does for Hungarian buyers.

Consumer Information Based on Government Decree 45/2014. (II. 26.) Information on the Consumer Buyer's Right to Terminate the Contract

Under the Civil Code Section 8:1 § 1 paragraph 3, a consumer is defined as a natural person acting outside their profession, self-employment, or business activities, meaning that legal entities are not entitled to the right of termination without cause!

Consumers are entitled to terminate the contract without cause according to Section 20 of Government Decree 45/2014. (II. 26.). This right can be exercised within fourteen days from the date of the contract in the case of a contract for the provision of services.

The withdrawal period provided by Government Decree 45/2014. (II. 26.) is 14 days, which is an additional voluntary commitment by the Seller beyond the legal requirements specified in these General Terms and Conditions (GTC).

If the consumer has made an offer to conclude the contract, they have the right to withdraw the offer before concluding the contract, which eliminates the offer's binding obligation.

Statement of Termination and Exercising the Consumer's Right to Terminate

The consumer can exercise their right granted under Section 20 of Government Decree 45/2014. (II. 26.) through a clear statement or using the declaration form available for download from the website. For written withdrawals or terminations, it is sufficient to send the termination or withdrawal declaration within 14 days.

Validity of the Consumer's Termination Statement

The right of termination is considered timely exercised if the consumer sends their statement within the deadline. The deadline is 14 days.

The consumer bears the burden of proof that they have exercised their right of termination in accordance with these regulations. Upon receipt, the Seller is obliged to confirm the consumer's termination statement electronically.

Seller's Obligations in Case of Consumer Termination

The Seller's Obligation to Refund

If the consumer terminates the contract according to Section 22 of Government Decree 45/2014. (II. 26.), the Seller must refund the full amount paid by the consumer as consideration, including any costs related to the fulfillment, within fourteen days from becoming aware of the termination.

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If the consumer terminates the contract after the commencement of the service, they are obligated to pay the Seller a pro-rata fee for the service provided up to the point of notification of termination. The pro-rata amount payable by the consumer is to be determined based on the total amount of consideration specified in the contract, including tax. If the consumer proves that the total amount determined in this way is excessively high, the pro-rata amount should be calculated based on the market value of the services provided until the termination of the contract.

Method of the Seller's Refund Obligation

In case of termination according to Section 22 of Government Decree 45/2014. (II. 26.), the Seller shall refund the amount due to the consumer using the same payment method used by the consumer. With the consumer's explicit consent, the Seller may use a different payment method for the refund, but this shall not result in any additional charges to the consumer. The Seller is not liable for delays caused by incorrectly and/or inaccurately provided bank account numbers or postal addresses by the Consumer.

Consumer Rights in Case of Termination

When exercising their right to terminate, the consumer does not bear the full or partial costs of fulfilling the contract for the provision of services if:

- a) the business did not inform the consumer about the deadline and other conditions for exercising the right of termination, as well as about the termination statement form;
- b) the consumer did not request the commencement of service provision before the termination deadline.

The right of termination cannot be exercised in the following cases

The Seller specifically draws your attention to the fact that you cannot exercise your right of termination according to paragraph 1 a) of Section 29 of Government Decree 45/2014 (II.26.) in the case of a contract for the provision of services after the complete provision of the service. However, this exception can only be cited if the contract incurs a payment obligation for the consumer and the fulfillment began with the consumer's explicit prior consent and their acknowledgment that they lose their right of termination once the business has fully performed the contract.

If you are entitled to exercise the right of termination but have already availed of the service, you must pay the Seller the equivalent value of the service already availed. The value of the availed service is determined by the Seller based on the total amount of consideration specified in the contract, including tax, based on the market value of the services provided until the termination of the contract.

Information on Warranty for Compliance of Services in Consumer Contracts

This section of the consumer information guide is prepared based on the authorization of Section 9, Subsection (3) of Government Decree 45/2014 (II.26.), considering the Annex 3 of the same decree. This consumer information guide applies exclusively to consumers, with separate sections covering rules applicable to non-consumer purchasers.

General Requirements for Performance under Consumer Contracts for the Sale of Digital Content and Digital Services (hereinafter referred to collectively as "services"):

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The service and its performance must meet the requirements set forth in Government Decree 373/2021 (VI.30.) at the time of performance. For the performance to be deemed in accordance with the contract, the service in question must:

- Comply with the description, quantity, quality, type, and possess the functionality, compatibility, interoperability, and other characteristics specified in the contract;
- Be suitable for any purpose specified by the consumer, which the consumer made known to the seller at the latest at the time of contract conclusion and which the seller accepted;
- Include all accessories and instructions specified in the contract, including instructions for installation, as well as customer support; and
- Provide updates specified in the contract.

Furthermore, to be considered as performing in accordance with the contract, the service must:

- Be suitable for purposes for which the same type of service would normally be used, as defined by law, technical standards, or, in the absence of technical standards, the applicable code of conduct;
- Possess the quality, performance, and other features, especially functionality, compatibility, accessibility, continuity, and security that the consumer can reasonably expect, given the public statements made by the seller, their representative, or another person in the supply chain, especially in advertising or on labeling;
- Include any accessories and instructions - including packaging and installation instructions - that the consumer can reasonably expect; and
- Match the qualities and description of the service provided as a sample or model or made available as a trial version before the contract was concluded.

The service does not need to match public statements if the seller proves that:

- They were unaware of the public statement and could not have reasonably been expected to have known it;
- The public statement had been corrected by the time of contract conclusion; or
- The public statement could not have influenced the consumer's decision to conclude the contract.

Requirements for Performing under Consumer Contracts for the Sale of Digital Content and Provision of Digital Services:

The seller provides the consumer with digital content or digital services. Unless the parties agree otherwise, the seller shall provide the consumer with the digital content or service without undue delay after the conclusion of the contract, in the most current version available at the time of contract conclusion.

The service is considered performed when:

The digital content or any solution necessary for accessing or downloading it has been made available to the consumer or to a physical or virtual device chosen by the consumer for this purpose;
or

The digital service has become accessible to the consumer, or accessible for a physical or virtual device chosen by the consumer for this purpose.

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The seller must ensure that the consumer is notified about updates to the digital content or digital service - including security updates - necessary to maintain the service's conformity with the contract, and provide those updates.

The seller is obligated to make the update available:

For the duration of the contract, if the contract involves continuous supply of a service over a specified period; or

For a reasonable period, considering the type, purpose of the digital content or service, circumstances of the contract conclusion, provisions of the contract, and practices and customs of the parties involved, if the contract is for a one-off service or a series of individual service actions.

If the contract stipulates continuous provision of digital content or service over a specified period, the conformity of the digital content or service with the contract must be ensured throughout the entire duration of the contract.

If the consumer fails to install updates within a reasonable period provided by the seller, the seller is not liable for any faults in the service that arise solely due to the absence of the update, provided that:

The seller informed the consumer about the availability of the update and the consequences of not installing it; and

The failure to install or incorrect installation of the update by the consumer is not due to a lack of proper installation instructions provided by the seller.

A service is not considered to have failed to meet performance requirements if, at the time of contract conclusion, the consumer was specifically informed about and expressly accepted a particular feature of the digital content or service that deviates from the requirements set out here. The seller performs improperly if the fault in the provision of digital content service or digital service arises from improper integration into the consumer's digital environment, provided that:

The integration of the digital content or service was performed by the seller, or under the seller's responsibility; or

The consumer is required to integrate the digital content or service, and the improper integration was due to shortcomings in the integration instructions provided by the seller.

If the contract is for a one-off service or a series of individual service actions, the seller is liable for any faults present at the time of service provision, including updates necessary to maintain the service's conformity with the contract, as well as security updates.

If the contract involves continuous provision of digital content or service over a specified period, the seller is liable for any faults related to the digital content or service that occur or become apparent during the specified term of the contract.

If the contract is for a one-off service or a series of individual service actions, it is presumed, until proven otherwise, that any fault recognized by the consumer within one year from the time of provision already existed at the time of provision. However, the seller does not perform improperly if they prove that the consumer's digital environment is incompatible with the technical requirements of the digital content or service, and that they informed the consumer about this in a clear and comprehensible manner prior to contract conclusion.

If the contract involves continuous provision of digital content or service over a specified period, the burden of proof that the service affected by the fault recognized during the contract term was in

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conformity with the contract during the period of performance rests with the seller. However, the seller does not perform improperly if they prove that the consumer's digital environment is incompatible with the technical requirements of the digital content or service, and that they informed the consumer about this in a clear and comprehensible manner prior to contract conclusion.

The consumer is obligated to cooperate with the seller to enable the seller to verify that the fault's cause is related to the consumer's digital environment, using technically feasible means that require the least intervention from the consumer. If the consumer fails to fulfill this cooperation obligation after being clearly and comprehensibly informed by the seller prior to contract conclusion, the burden of proof that the fault recognized within one year after provision already existed at the time of provision, or that the service affected by the fault recognized during the contract term was not in conformity with the contract during the period of performance, rests with the consumer.

The seller must ensure that the consumer is notified of updates to the digital content or digital service - including security updates - that are necessary for maintaining the conformity of the digital content or service with the contract, and that these updates are provided.

The seller ensures the availability of updates:

During the contractual duration of the digital content service or digital service provision, if the contract involves continuous service over a specified period; or

For a reasonably expected duration, considering the type, purpose of the digital content or service, circumstances of the contract, contractual provisions, and the practices and customs of the involved parties, if the contract is for a one-off service or a series of individual service actions.

If the contract stipulates continuous provision of digital content or service over a specified period, the conformity of the digital content or service with the contract must be ensured throughout the entire term.

If the consumer does not install updates provided by the seller within a reasonable timeframe, the seller is not responsible for any faults in the service that arise solely due to the lack of applying the update, provided that:

The seller has informed the consumer about the availability of the update and the consequences of failing to install it; and

The failure to install or incorrect installation of the update by the consumer is not due to a lack of proper installation instructions provided by the seller.

Faulty performance cannot be established if, at the time of the contract, the consumer was specifically informed that a particular feature of the digital content or service deviates from the requirements set out here, and the consumer expressly accepted this deviation at the time of contract conclusion. The seller performs improperly if the fault in the digital content service or digital service arises from improper integration into the consumer's digital environment, provided that:

The integration of the digital content or service was carried out by the seller, or under the seller's responsibility; or

The consumer is required to integrate the digital content or service, and the improper integration was due to deficiencies in the integration instructions provided by the seller.

If the contract is for a one-off service or a series of individual service actions, the seller is liable for any faults present at the time of service provision, including updates necessary to maintain the service's conformity with the contract, as well as security updates.

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If the contract involves continuous provision of digital content or service over a specified period, the seller is liable for any faults related to the digital content or service that occur or become apparent during the specified term of the contract.

If the contract is for a one-off service or a series of individual service actions, it is presumed, until proven otherwise, that any fault recognized by the consumer within one year from the time of provision already existed at the time of provision. However, the seller does not perform improperly if they prove that the consumer's digital environment is incompatible with the technical requirements of the digital content or service, and that they informed the consumer about this in a clear and comprehensible manner prior to contract conclusion.

If the contract involves continuous provision of digital content or service over a specified period, the burden of proof that the service affected by the fault recognized during the contract term was in conformity with the contract during the period of performance rests with the seller. However, the seller does not perform improperly if they prove that the consumer's digital environment is incompatible with the technical requirements of the digital content or service, and that they informed the consumer about this in a clear and comprehensible manner prior to contract conclusion.

The consumer is obligated to cooperate with the seller to enable the seller to verify that the fault's cause is related to the consumer's digital environment, using technically feasible means that require the least intervention from the consumer. If the consumer fails to fulfill this cooperation obligation after being clearly and comprehensibly informed by the seller prior to contract conclusion, the burden of proof that the fault recognized within one year after provision already existed at the time of provision, or that the service affected by the fault recognized during the contract term was not in conformity with the contract during the period of performance, rests with the consumer.

Warranty Rights

What rights do you have based on warranty claims?

You can choose from the following warranty claims at your discretion:

You can request repair or replacement, except if the option you choose is impossible or would entail disproportionate additional costs for the Seller compared to fulfilling another claim. If you did not or could not request repair or replacement, you may request a proportional reduction of the price or, as a last resort, terminate the contract.

You may switch from the chosen warranty right to another; however, the cost of the switch is borne by you, unless it was justified or caused by the Seller.

Specific Rules for Warranty Rights in Consumer Contracts for Digital Content and Digital Services

The consumer is entitled - adjusted to the severity of the breach - to demand a proportional reduction of the price or terminate the contract aimed at providing digital content or services if:

- Repair or replacement is impossible, or would result in disproportionate extra costs for the Seller; the Seller, upon the consumer exercising the warranty right for repair or replacement, does not make the service conform to the contract within a reasonable time without significant inconvenience to the consumer, considering the nature and purpose of the digital content or service;

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- A performance failure reoccurs despite the Seller's attempt to make the service conform to the contract;
- The performance failure is so serious that it justifies immediate price reduction or immediate termination of the contract;
- The Seller has refused to make the service conform to the contract, or it is clear from the circumstances that the Seller will not make the service conform to the contract within a reasonable time or without significant inconvenience to the consumer.
- Upon exercising the warranty right for repair or replacement, the Seller is obliged to make the performance conform to the contract free of charge, without significant inconvenience to the consumer, considering the nature and purpose of the digital content or service, within a reasonable time from the consumer's notification of the defect.

Upon exercising the warranty right for repair or replacement, depending on the technical characteristics of the digital content or service, the Seller can choose the method of making the digital content or service conform to the contract.

A reduction of the price is proportional if the amount corresponds to the difference between the value of the service provided to the consumer in the case of proper performance and the actual service provided to the consumer. If the contract involves continuous service over a specified period, the proportional reduction of the price should apply to the period during which the service was not in conformity with the contract.

If the consumer intends to terminate the contract citing improper performance, the burden of proof that the defect is insignificant lies with the Seller.

If the Seller provides digital content or services, or undertakes to do so, and the consumer provides or undertakes to provide only personal data to the Seller, the consumer is entitled to terminate the contract even in case of minor defects, but cannot demand a proportional reduction of the price.

The consumer's warranty right to terminate the contract can be exercised by a declaration of intent addressed to the Seller, expressing the decision to terminate.

If the Seller fails to perform, the consumer is obliged to call upon the Seller to fulfill their obligations. If, despite the consumer's request, the Seller neglects to provide the digital content or service without delay or within a mutually agreed substitute deadline, the consumer may terminate the contract. The consumer may also terminate the contract without calling upon the Seller if:

The Seller did not undertake to provide the digital content or service, or it is evident from the circumstances that they will not provide the digital content or service; or
It is clear from the agreement between the parties or the circumstances of the contract conclusion that timely performance is crucial for the consumer, and the Seller fails to meet this requirement.
Upon termination of the contract, the Seller is obliged to refund the total amount paid by the consumer as consideration.

However, if the performance was in accordance with the contract for a specified period before the termination, the consideration for this period does not need to be refunded. In the latter case, the part of the consideration that relates to the period of non-conformity, as well as any consideration paid in advance by the consumer for the remaining duration of the contract had it not been terminated, must be refunded.

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If the consumer is entitled to a proportional reduction of the consideration or to terminate the contract, the Seller must fulfill their obligation to refund without delay, but no later than fourteen days from becoming aware of the consumer exercising this right.

The Seller must refund the amount owed to the consumer using the same payment method the consumer used, unless the consumer expressly agrees to a different payment method, in which case the consumer shall not incur any additional fees.

The costs associated with the refund are borne by the Seller.

Upon termination of the contract, the Seller may prevent the consumer from further using the digital content or service, by making the digital content or service inaccessible to the consumer or by disabling the consumer's user account.

Upon termination of the contract, the consumer must refrain from using and making available the digital content or service to third parties.

If the provision of digital content was on a physical data carrier, upon request of the Seller communicated within fourteen days from the notice of termination, the consumer is obliged to return the physical data carrier without delay at the expense of the Seller.

For the use of the digital content or service prior to the termination of the contract, the consumer must pay a fee proportional to the service provided in accordance with the contract.

What is the deadline for exercising your warranty rights?

You must communicate the defect immediately after its discovery, but no later than two months from the discovery of the defect. However, please be aware that you cannot exercise your warranty rights after the two-year limitation period from the performance of the contract. The time taken for the repair does not count towards the limitation period, during which the Buyer cannot use the service as intended.

The limitation period for warranty claims restarts for the part of the Service affected by the replacement or repair. This rule also applies if a new defect arises as a result of the repair.

Against whom can you exercise your warranty claims?

You can exercise your warranty claims against the Seller.

What other conditions apply to the exercise of your warranty rights?

Within one year from the performance, the only condition for exercising your warranty claim, besides notifying the defect, is proving that the service was provided by the Seller. After one year from the performance, however, you are required to prove that the defect you recognized already existed at the time of performance.

For buyers who do not qualify as consumers, the following warranty claims are available, at their option: They can request repair or replacement, except if the chosen remedy is impossible or would incur disproportionate extra costs for the Seller compared to other remedies. If repair or replacement was not requested or could not be requested, they may demand a proportional reduction of the consideration, or they may repair the defect at the Seller's expense or have it repaired by someone else, or – as a last resort – they may withdraw from the contract.

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You may switch from the chosen warranty right to another; however, you bear the cost of the switch, unless it was justified or prompted by the Seller. For buyers who do not qualify as consumers, the deadline for asserting warranty claims is 1 year, starting from the day of performance (delivery).