GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter: GTC) govern the electronic commercial services provided by IT KERT KFT. (postal address: 1027 Budapest, Bakfark B. u. 2., company registration number: 01-09-872156, tax number: 13767385-2-41, contact: info@jegkert.hu, +36-70-311-3000; hereinafter: Service Provider) on the jegkert.hu website (hereinafter: Website) for the user of the electronic commerce services (hereinafter: Services) (hereinafter: User), outlining the rights and obligations of the User. (Service Provider and User together hereinafter: Parties).

These GTC apply to the use of the Service Provider's service. By using the Website, you accept these GTC, so please review them before using the Website.

1. General Information, Conclusion of Contract between the Parties

1.1. These GTC apply to all electronic commercial services provided within the territory of Hungary that are accessed by using the Services. The order placed electronically constitutes a contract, subject to the Civil Code of 2013 (Act V), the Act CVIII of 2001 on certain issues related to electronic commerce services and services of the information society. Service Provider informs Users that the detailed rules of consumer and business contracts do not apply to this Service and the contract between the Parties (Government Decree 45/2014 (II. 26.)).

1.2 With the help of the Website, Users can access the following services:
Regular customer registration.
Ordering food and beverages (hereinafter: Goods) for delivery, personal pickup, or table service within the restaurant premises.
Online payment for orders.

1.3 The content and offers on the Website may change due to the nature of the Service Provider. The Service Provider makes an effort to provide up-to-date content and offers.

1.4 The contract between the Service Provider and the User is established for the submission and delivery of orders.

1.5 The concluded contract is considered written. The data of the contract stored in writing correspond to the order data.

1.6 The Service is available to anyone who acknowledges the provisions of these GTC as mandatory for themselves. Only individuals who have reached the age of 18 can use the service provided by the Service Provider on the Website.

3. Payment Terms

3.1 The payment of the order value can be made through the methods indicated on the Website. The financial service provider contracted with the Service Provider will charge the order value to the User's bank card or SZÉP card account as provided, or the User will pay the restaurant's employee in cash upon delivery.

2. Services

2.1 Regular Customer Registration

2.1.1 The Service Provider will only accept the registration through the Website if the User fully completes all the data required for the order. The Service Provider is not liable for any issues or errors arising from incorrect and/or inaccurate order data provided by the User.

2.1.2 After logging in, the User can modify their provided data and received password at any time.

2.2 Ordering / Payment

2.2.1 Before placing an order, the User must carefully read the terms and conditions posted on the Restaurant's website. In case of any contradictions between the ordering terms described on the Website and the GTC, the terms on

the Website shall prevail.

2.2.2 The User has the option to place an order for delivery, personal pickup, or table service within the restaurant. The User can place the order on the page displaying the cart after compiling the product cart by using the Order button. By pressing the order button, the User commits to paying for the order using any of the available payment methods. For delivery or personal pickup orders, the User will receive an email notification about the order placement. For table service orders, the User can see the successfully placed orders under the My Orders / Payment menu. The payment for the order can be made under the My Orders / Payment menu. After the successful online payment, an email notification will be sent. Once the Service Provider is notified of the successful payment (which may take several minutes in case of communication errors), the User will receive the invoice for the order in a subsequent email.

2.2.3 The User is obliged to provide accurate data for the order and billing information. The Service Provider is not responsible for any errors resulting from this. The User cannot cancel the order (unless the Restaurant provides otherwise), and no refund is available to the User.

2.2.4 The prices listed are gross prices, including VAT, and are in HUF.

2.2.5 In the ordering process, the Website only acts as an intermediary between the User and the Service Provider.

4. Withdrawal

4.1 The User does not have a withdrawal right against the Service Provider, considering that the Service is immediately provided upon finalizing the order, and the Goods are perishable or qualify as short-term products.

4.2 The User cannot cancel the order.

4.3 The Service Provider is not able to provide a refund after processing the order.

5. Complaint Handling

5.1 In the event of any complaints, grievances, or data entry errors that may arise during the use of the Service, the User can contact the Service Provider's customer service at one of the following contact details.

8621 Zamárdi, Honvéd Street 1.
+36 84 348-705
zamardi.paprikacsarda@gmail.com

5.2 The Service Provider's complaint handling is always free of charge.

5.3 The Service Provider will promptly investigate issues that require an immediate solution and, in all other cases, respond to complaints within 24 days.

6. Handling of Personal Data

6.1 Detailed rules for the handling of the User's personal data can be found in the Privacy Statement.

7. Final Provisions

7.1 The security level of the Website operated by the Service Provider is appropriate. However, we recommend that you take the following precautions: use virus and spyware protection software with up-to-date databases, install security updates for your operating system. The use of the Website presupposes the User's knowledge of the technical and technological limitations of the Internet and acceptance of the errors associated with technology.

7.2 The Service Provider is not responsible for any damage caused by connecting to the Website. The User is responsible for protecting their computer and the data on it.

7.3 It is expressly prohibited to transmit, disclose, or share content on the Website that is not legally permitted. The Service Provider reserves the right to delete content uploaded by Users.

7.4 The Service Provider does not subject itself to any code of conduct provisions.

7.5 The Service Provider is entitled to unilaterally modify the terms and conditions of these GTC at any time. Any such modifications take effect simultaneously with their appearance on the Website.

2023.10.19