## **Terms and Conditions**

Please read the General Terms and Conditions carefully, as by submitting your order, you declare that you are familiar with, consider binding upon yourself, and accept the General Terms and Conditions, which constitute a contract between you and Costes BRJ Kft. Additionally, please be aware that placing an order entails a payment obligation. If you do not agree with the content of these General Terms and Conditions, you are not entitled to view the contents of the online store or place an order. If you have any questions regarding these General Terms and Conditions, the use of the online store, the products, the ordering process, or the delivery process, please contact us using the contact details provided below.

Details of the company operating the online store: Company Name: Costes BRJ Kft. Registered Office: 1051 Budapest, Zrínyi utca 9. II/21. Tax ID: 23958722-2-41 Company Registration Number: 01-09-343697 Registration Authority: Metropolitan Court of Registration Bank: CIB Bank Zrt. Bank Account Number: 107004407151665351100005

Mailing Address: 1051 Budapest, Zrínyi utca 9. II/21. Phone: +36 20 926 7837 Email: reservations@rumour.restaurant Online store domain: https://rumour.restaurant/ajandekutalvany/

Details of the hosting service provider: Operator: Hidden Design Kft. Registered Office: 1095 Budapest, Gát utca 21. fszt. 1. Tax ID: 23089655-2-43 Company Registration Number: 01 09 278702 Email Address: hidden@hidden.hu Phone Number: +36 20 426-1580

### TERMS AND DEFINITIONS In the context of the Purchase Terms:

a) consumer: a natural person acting outside their trade, profession, or business activities, b) consumer dispute: a dispute related to the quality, safety, product liability rules, service quality, as well as the conclusion and performance of contracts and disputes, c) consumer contract: a contract concluded between a consumer and a business, d) warranty: the mandatory warranty according to the Civil Code of 2013, as well as the mandatory warranty specified by separate legislation for consumer contracts, e) distance contract: a consumer contract concluded within the framework of a system for selling goods or services remotely, without the simultaneous physical presence of the parties, using communication tools enabling remote communication, f) communication tool enabling remote communication: a tool suitable for the parties to conclude a contract in their absence. Such a tool includes, in particular, the addressee or non-addressed form, the standard letter, the advertisement published in the press with an order form, the catalog, the telephone, the fax, and the tool providing internet access, g) product: the gift vouchers available for selection by the consumer through the online store, the essential characteristics of which are provided to the consumer during selection and finalization of the order, h) business: the operator of the website, which sells the products offered on the website, a legal entity specified in point 1.

PRODUCT ACCORDING TO THE AGREEMENT The product according to the agreement is a gift voucher selected by the consumer through the website operated by the business. The consumer receives detailed information about its essential characteristics during the selection and finalization of the order.

ORDER PROCESS 3.1. Selection of the product The buyer can view a detailed description of the product by clicking on the name or photo of the selected product.

3.2. Placing the product in the cart After specifying the quantity of the product, the buyer can place the product in the virtual cart by clicking the "ADD TO CART" button. Placing the product in the cart does not create a payment obligation. If additional products are desired, the buyer can continue

browsing and add the desired product or products to the cart. The cart automatically calculates the final order amount.

3.3. Viewing the contents of the cart During the order, there is an opportunity to view and modify the contents of the cart. If the cart does not contain the desired quantity, the buyer can enter the desired quantity in the quantity column's input field and press the "UPDATE CART" button. If the buyer wishes to delete products in the cart, they can press the red X button in the left column. If the buyer does not want to purchase additional products and finds everything in order during the review of the quantity and price of the product or products, they can click the "PROCEED TO CHECKOUT" button.

Providing Information Regarding Purchase, Delivery, and Payment

During the ordering process, it is necessary to provide billing information (first name, last name, address (country, street, house number, city, county, postal code), email address, phone number). While entering order details, you have the option to select the product's delivery method and payment method. You can also provide additional information related to your order in the "ORDER NOTES" text box.

## Finalizing the Order

If everything is in order during the order review, proceed to finalize your order by clicking the "SEND ORDER" button. By sending the order, you accept the General Terms and Conditions of the online store and acknowledge that placing the order involves a payment obligation.

For orders placed on the online store, the Buyer is considered the offeror, and the contract between the Buyer and the Seller is concluded when the Seller accepts the offer made through the online store. The automatic order confirmation email sent by the online store should not be considered as acceptance of the offer. Order-related information is automatically confirmed via email, allowing you to review the details. Your order is recorded under the order number provided in the confirmation.

Contracts are archived and can be accessed later, constituting a written agreement in Hungarian.

# **Correction of Input Errors**

Before finalizing the order, users can go back to previous stages to correct any input errors. During the ordering process, you can review and modify the contents of the cart. If the cart does not reflect the desired quantity, you can change it by adjusting the quantity button. To remove items from the cart, use the "X" button next to the product. Continuous opportunities are provided during the order process to correct or delete entered data. Before sending your order or registering for a wine tasting, ensure that the provided details are accurate. If you discover an error after submitting the order or registration, contact our staff promptly by phone: +36 20 9267 837 or email: <a href="mailto:reservations@rumour.restaurant">reservations@rumour.restaurant</a>. If a request for correction is made after our confirmation, the contract amount may change based on the new data.

## **Prices**

The prices listed on the website are applicable at all times. The indicated prices include VAT (generally: 5% for food, 27% for beverages).

# **Product Pickup**

Upon ordering, you will receive a printable PDF voucher for the purchased gift certificate via email. Upon request, we can also issue a card-based copy for gifting, available for free pickup during

business hours at our downtown restaurant (1052 Budapest, Petőfi tér 3-5.) or our downtown office on weekdays (1051 Budapest, Zrínyi u. 9.).

# **Payment Conditions**

Payment can be made via direct bank transfer using the details sent by email or online through the CIB Bank system.

### Cancellation of Order

You can cancel your order by contacting our restaurant. Call +36 20 9267 837 or email <a href="mailto:reservations@rumour.restaurant">reservations@rumour.restaurant</a>.

# Right of Withdrawal

As per Government Decree 45/2014. (II. 26.), the buyer can withdraw from the product within 14 days of receipt. The withdrawal can be exercised by providing a clear statement via phone or email to reservations@rumour.restaurant, or by using the withdrawal statement template in Annex 2 of Government Decree 45/2014. (II. 26.) and sending it by mail. The buyer is entitled to exercise the right of withdrawal between the day of contract conclusion and the day of product receipt.

## The date of product receipt:

In the case of pickup, the date of order pickup.

In case of withdrawal, the Business will refund the amount to the Buyer in the same manner as the payment method used by the Buyer. With the express consent of the Buyer, the Business may use a different payment method for the refund, but no additional fees should be charged to the Buyer.

# Refunds

According to regulations, the merchant must refund the purchase price within 14 days of receiving the notification of withdrawal from the purchase. However, the refund may be delayed if the goods have not been received.

The purchased gift certificate can be withdrawn without providing any reason within 14 days from the date of purchase. We can only offer a refund within 14 days from the purchase date.

The value of the gift certificate cannot be redeemed partially or entirely for cash. If the guest does not use the original service, they can consume other products up to the original gift certificate's value during their visit, but no cash refund will be provided.

The rules require the merchant to refund the purchase price of the goods by bank transfer within 14 days of receiving

### ARC. PAYMENT TERMS

Payment is possible either by direct bank transfer according to the details sent by e-mail or online via CIB Bank's sys

### CORRECTION OF DATA ENTRY ERRORS

5.1. The Service Provider shall not be liable for any problems or errors that can be traced back to the data provided by the User incorrectly and / or inaccurately. At any stage of the booking and until the

booking is sent to the Service Provider, the User has the opportunity to correct data entry errors on the booking interface at any time.

## MANAGEMENT OF PERSONAL DATA

6.1. The detailed rules for the handling of the User's personal data are contained in the Service Provider's data management policy (Data Management Policy).

### VII. RESPONSIBILITY

- 7.1. The information on the Website has been posted in good faith, however, it is for informational purposes only, the Service Provider is not responsible for the accuracy or completeness of the information.
- 7.2. The User may use the Website only at his own risk and accepts that the Service Provider shall not be liable for any property or non-property arising from the use (including payment of the reservation fee by credit card) and not caused by the Service Provider's intentional or grossly negligent conduct or crime. for direct or indirect damages. The Service Provider excludes its liability for property and non-property damages caused by a crime committed by a third party.
- 7.3. Service Provider excludes all liability for the conduct of users of the Website. The User is fully and exclusively responsible for his / her own conduct, in which case the Service Provider fully cooperates with the acting authorities in order to detect violations.
- 7.4. The pages of the service may contain connection points (links) that lead to the pages of other service providers. The Service Provider is not responsible for the data protection practices and other activities of these service providers.

## VIII. COPYRIGHTS

- 8.1. The Website is protected by copyright. Service Provider is the copyright holder or authorized user of all content displayed on the Website and in the provision of services available through the Website: any copyrighted work or other intellectual property (including, inter alia, all graphics and other materials, layout, editing, software and other solutions, ideas, implementations used).
- 8.2. The content or parts of the Website may be saved or printed on physical or other data carriers for private use or with the prior written consent of the Service Provider. Use beyond private use such as storage in a database, transmission, publication or downloading, placing on the market is only possible with the prior written permission of the Service Provider.
- 8.3. In addition to the rights expressly set forth in these GTC, the use of the Website or any provision of the GTC does not grant the User the right to use or utilize any of the trade names or trademarks appearing on the interface of the Website. Apart from the display, temporary reproduction and private copying associated with the proper use of the Website, these intellectual works may not be used or exploited in any other form without the prior written permission of the Service Provider.

## **ENFORCEMENT OPTIONS**

# 9.1. Complaints handling

The User may submit consumer complaints related to the activities of the Service Provider at the following contacts:

Customer service:

Central address: 1051 Budapest, Zrínyi street 9. 2/21.

Telephone customer service opening hours: Monday to Friday from 9:00 to 17:00

Telephone number: +36 20 9267 837-es

E-mail: reservations@rumour.restaurant

Pursuant to the legislation in force, the Service Provider will immediately investigate the oral complaint (in the restaurant) and remedy it if necessary, if the nature of the complaint allows it. If the User does not agree with the handling of the complaint, or it is not possible to investigate the complaint immediately, the Service Provider shall immediately record a report on the complaint and its position, and a copy thereof.

In the case of a verbal complaint communicated in person, hand it over to the User on the spot,

in the case of an oral complaint communicated by telephone, it shall be sent to the User at the latest at the same time as the substantive reply specified in the section on the written complaint, and shall henceforth act in accordance with the provisions concerning the written complaint.

An oral complaint communicated by telephone must be provided with a unique identification number by the Service Provider, which helps to make the complaint traceable. The Service Provider is obliged to communicate this number to the User.

The Service Provider is obliged to examine the written complaint within thirty days of its receipt and to respond to it on the merits, and to take measures to ensure that the response reaches the User. If the Service Provider rejects the complaint, it is obliged to justify its position in its substantive response to the rejection.

The Service Provider is obliged to keep the record of the complaint and a copy of the response for five years.

The Service Provider raises the objections submitted by the User in 9.1. at the direct contacts indicated in point.

## 9.2. Other enforcement options

If any consumer dispute between the Service Provider and the User is not resolved during negotiations with the Service Provider, the following legal enforcement options are open to the User:

Entry in the customer book. The customer's book is available in the Service Provider's restaurant. The Service Provider will respond to the entries written here in writing within 30 days.

Complaints to consumer protection authorities. If the User notices a violation of his / her consumer rights, he / she has the right to file a complaint with the competent consumer protection authority according to his / her place of residence. Following the assessment of the complaint, the authority shall decide on the conduct of the consumer protection proceedings.

Conciliation Board. For the purpose of amicable out-of-court settlement of consumer disputes related to the quality, safety and application of product liability rules and the conclusion and performance of the contract, the User may initiate proceedings with the conciliation body of the place of residence or domicile. conciliation body. For the purposes of the rules applicable to the Conciliation Board, a consumer is also a non-governmental organization, church, condominium,

housing association, micro, small and medium-sized enterprise, which buys, orders, receives, uses, uses or commercial communications or offers related to the goods.

Contact details of the Budapest Conciliation Board:

Address: 1016 Budapest, Krisztina krt. 99. III. em. 310.

Mailing address: 1253 Budapest, Pf .: 10.

E-mail address: bekelteto.testulet@bkik.hu

Central telephone number: +36 1 488 2186

Fax: +36 1 488 2131

Judicial proceeding. The User is entitled to enforce his / her claim arising from a consumer dispute in court within the framework of civil proceedings pursuant to Act V of 2013 on the Civil Code and Act III of 1952 on the Code of Civil Procedure.

## **FINAL PROVISIONS**

- 10.1. The security level of the Website operated by the Service Provider is adequate, however, we recommend that you take the following precautions: use virus and spyware protection software with an up-to-date database, install security updates for the operating system. The use of the Website presupposes that the User is aware of the technical and technical limitations of the Internet and accepts the possibility of errors associated with the technology.
- 10.2. Service Provider shall not be liable for any damages incurred as a result of connecting to the Website. The User is obliged to protect his computer and the data contained on it.
- 10.3. It is expressly forbidden to transmit, communicate or share content that is not legally permitted on the Website. Service Provider reserves the right to delete the content uploaded by the Users.
- 10.4. The Service Provider does not submit to the provisions of any code of conduct.
- 10.5. The Service Provider is entitled to unilaterally amend the terms and conditions of these GTC at any time. Any change will take effect at the same time as it appears on the Website.
- 10.6. Parties providing secure credit card payment:
- when purchasing a gift voucher from CIB Bank Zrt.,
- Dinnerbooking.com payment system in case of table reservation,
- In case of SZÉP card payment, OTP Pénztárszolgáltató Zrt.