General terms and conditions

This General Terms and Conditions (hereinafter: T&C) document - in addition to the provisions of the relevant binding legislation - contains the conditions of use by the Donor (hereinafter: Donor, User) of the Website operated by the Donor (hereinafter: Donor) on the https://www.dorkasz.hu website, and they contain the conditions of the support contract between the Donor and the Donated (hereinafter collectively: "Parties"), in the framework of which the Donor provides a Donation to the Donated via the Website. These General Terms and Conditions also contain the conditions for using the donation option available via cash-substitute payment instrument (hereinafter: bank card) and bank transfer available on the https://www.dorkasz.hu website maintained and operated by the Donor (hereinafter: Website).

Please read this document carefully before finalizing your donation, because by finalizing your order, the Donor accepts the provisions of these Terms and Conditions, and the Terms and Conditions are fully part of the contract between the Donor and the Donated.

The following rules defined in these Terms and Conditions do not apply to other websites accessed via the https://www.dorkasz.hu website, regardless of their nature, the service they provide or the person who operates them. The technical information required to use the Website, which is not contained in these Terms and Conditions, is provided by other information available on the Website.

If you have any questions regarding the operation of the Website, individual products, or the ordering and delivery process, please contact us at the contact details in the SPONSORED DATA section of these Terms and Conditions.

These Terms and Conditions are continuously available from the following website: https://dorkasz.hu/en/dokumentumok/ és can be downloaded and printed at any time from the following link: https://dorkasz.hu/en/dokumentumok/

1. DONOR DATA

Name: Dorcas Ministries

Headquarters (and also the place of complaint handling): 4002 Debrecen, 1. Dorkász tanya

Mailing address: 4002 Debrecen, Erdőspuszta Pf 146.

Registration number: 09-01-0000048 National ID: 0900/60048/1990/600481990

Tax number: 19122201-1-09

Statistical number: 19122201-9499-569-09

KÖT (public interest voluntary organization) registration number: 8518

Name of registering authority: Debrecen Court

Bank account number: Erste Bank Hungary Zrt., 11993001-02300894 Represented by: Ferenc Vojtkó, chairman of the board of trustees

Electronic correspondence address: alapitvany@dorcas.hu

Phone number: +36/52/441-119

Data of the hosting provider:

Company name of the hosting provider: DiMa.hu Ltd.

The registered office of the storage service provider is: 4032 Debrecen, Békessy Béla street 9/C.

Tax number of the storage provider: 14079665-2-09 Registration number of company: 09-09-014017

2. INTRODUCTION

The Dorcas Ministries , which has Dutch roots, was founded in 1991 by Dirk Jan Groot, who was inspired in 1982 to create an international Christian aid organization that helps the oppressed in communist countries. The Hungarian organization became independent from the parent organization in the Netherlands in 2016, with which it has maintained a good relationship ever since. The Foundation aims to support socially deprived, disadvantaged and disaster-affected people and groups, and to carry out charitable activities. Its headquarters is the Dorcas refugee centre in Debrecen-Erdőspuszta, which provides accommodation for refugees from war on 5.5 hectares.

The board of trustees of the Dorcas Ministries consists of interdenominational church and lay people. The Hungarian organization, whose new name is Dorcas Ministries, implements its development programs in cooperation with more than 40 churches and institutions in 15 settlements with the help of supporters from Hungary and beyond. Its priority target groups include needy families, disadvantaged children and the elderly living in difficult circumstances, and refugees. Through its diaconate programs, it distributes an average of 22 tons of clothes and 22 tons of food annually to about 10,000 beneficiaries. The Dorcas Minstries is a dynamically growing organization that wants to expand its activities and provide the opportunity to provide appropriate assistance in new locations and for new groups.

In the following, we share with the Dear Donor the creed of the Dorcas Ministries

What do we believe in?

- We believe in Jesus Christ, the son of God, who came into the world in real flesh (1 Peter 4:1-6).
- "The Word became flesh and dwelt among us, and we beheld his glory, as the glory of the only begotten of the Father, full of grace and truth." John 1:14
- We believe that with his sacrifice on the cross, he took away our sins and illnesses and gained us eternal life.
- "He himself bore our sins in his body on the tree, so that, having died to sins, we might live to righteousness: by his wounds you were healed." 1 Peter 2:24
- We believe that he rose from the dead on the third day and then ascended to heaven, where he prepares a place for us and intercedes for us.

"However, he was killed by hanging on a tree, but God raised him up on the third day and granted him to appear." Acts 10:39-40

"Then he brought them out as far as Bethany, lifted up his hands, and blessed them. And as he blessed them, he departed from them and was taken up into heaven. And they fell down and worshiped him, and then they returned to Jerusalem with great joy; they were always in the church and they blessed God." Luke 24:50-53

"Let not your hearts be troubled: believe in God and believe in me! In my Father's house are many mansions; if it had not been so, would I have told you that I was going to

prepare a place for you? And when I have gone and prepared a place for you, I will come again and take you to Myself, so that where I am, there you may be also." John 14:1-4

"Because there is one God, there is one mediator between God and men, the man Christ Jesus, who gave himself as a ransom for everyone, as a testimony in his time." 1 Timothy 2:5-6

- Our faith and work are rooted in what Jesus did for us. It comes from our love for him that we do what he tells us to do:

"Love the Lord your God with all your heart, with all your soul, with all your strength, and with all your mind, and your neighbor as yourself." (Luke 10:27)

Our mission

To promote an independent, responsible lifestyle in the lives of our fellow human beings in need through a combination of donations and training, so that they use their God-given abilities as much as possible in their development.

Our Vision: Changed Lives

Our method

- Assistance is provided at the local level
- Beneficiaries regularly receive donations
- Implementation is based on personal relationships
- We facilitate the change step by step
- In addition to the donation, we help the beneficiaries develop with training
- We help in a sustainable way
- The change achieved by the programs can be measured and proven

3. DEFINITIONS

<u>"Donation":</u> to the non-profit organization Ectv. to support public benefit activities in the tax year, the book value of the grant, benefit given without repayment obligation, the asset transferred without compensation, the cost value of the service provided without compensation, provided that it does not represent the Tao. pecuniary advantage to the donor, the donor's member (shareholder), senior officer, member of its supervisory board or board of directors, auditor, or the close relatives of these persons or the individual member (shareholder) in addition to those specified in TV reference to his activities. Therefore, only non-profit organizations can accept donations.

<u>"Fundraising":</u> the fund-raising activity carried out by the Donated or those authorized by him in order to achieve the basic purpose or public benefit purpose.

"<u>Donation interface":</u> the website of the Donated at https://www.dorkasz.hu where the donation is made using a cash-substitute payment instrument (hereinafter: bank card) or bank transfer.

<u>"Donor":</u> The natural person, legal person, or organization without legal personality who uses the donation option available on the website of the Donor.

- "Donated": the Foundation, which collects the donation in accordance with its basic purpose or public benefit purpose.
- <u>"Donation purpose":</u> support for the realization of the long-term public interest goals specified in the Donor's charter.
- "Bank card donation": A payment method that can be used during the donation, which takes place on the Barion and Paypal interfaces, for which the Donor is not responsible, and whose transaction data the Donor does not have access to.
- <u>"Publicity of the report":</u> the organization is obliged to send the report accepted by the body authorized to approve it, as well as its public benefit annex in the case of a mandatory audit, together with the auditor's report to the OBH by the last day of the fifth month following the balance sheet date of the given business year, thereby depositing and publishing it. If the non-governmental organization has its own website, it must place the report as well as the public benefit annex there, and ensure continuous viewing of the published data at least until the publication of the data for the second business year following the publication.
- <u>"Target amount":</u> The amount required for the implementation of the Project, which is determined by the Grantee during the uploading of the Project. The Donated may decide to continue receiving donations even after reaching the Target Amount.
- "Civil organization": the foundation and the association, excluding the party and civil society.
- "CNP Transaction": A type of virtual transaction that does not require the physical presence of the Bank Card (so-called Cardnotpresent), which provides the opportunity to purchase a product or service via an internet portal virtual POS terminal (online shopping, e-commerce), or by telephone or by post (so-called MO/TO) in such a way that the Cardholder enters the number and expiration date of his/her Bank card, as well as the so-called CVC2 verification code for the merchant (some Accepting banks may request more data than this, for example the name of the issuing bank, the name on the Cardholder's bank card, etc.).
- "GTC": a general contract term is a contract term that is unilaterally determined in advance by its user (Donor) without the involvement of the other party (Donor) for the purpose of concluding several contracts, and which was not individually negotiated by the Parties.
- "Parties": Donated and Donor together.
- <u>"Website":</u> this website, i.e. the website operated by the Grantee under the address dorkasz.hudomain, which serves to conclude the Agreement.
- "Recurring payment": Regular bank card donations are technically called recurring payments. In the case of a "recurring payment", the Donor authorizes the financial service provider handling the payment transaction for the first successful donation to deduct the donation in the amount set by the Donor on a monthly basis from the Donor's bank account until the Donor cancels it. The operator of the Paypal interface examines the service provider requesting it within its competence.
- <u>"Public donation":</u> Donations for public purposes are those in which the donor has a certificate issued by the Foundation, as a public benefit organization, which contains the name, registered office or permanent residence of the donor and the recipient, their tax number and, in the absence of a tax number, their unique identification code and the supported target. The public donation serves the public benefit activities of the Foundation and cannot represent a financial

advantage to the donor, a member or shareholder of the donor, a senior official, a member of its supervisory board or board of directors, an auditor, or a close relative of these persons or a member or shareholder of the natural person, as it does not qualify as referring to the name and activities of the donor as a financial advantage.

"Voluntary activity in the public interest": According to the relevant legislation, voluntary activity in the public interest is the so-called at host organizations, within the scope of activities defined by law,

work done without compensation. The legislation defines the range of host organizations and the activities that can be carried out there. It does not belong to this circle if

- a) the person carries out the activity for the benefit of himself or his close relative according to the Civil Code,
- b) the activity is based on a legal obligation, a legally binding court decision, or an official obligation, or
- c) the parties agree that it is carried out in the framework of another legal relationship, especially in a civil legal relationship as the managing body of an association, foundation or public foundation, or as a member of a religious community with legal personality.

Furthermore, any financial advantage that the volunteer or his close relative receives in connection with the voluntary activity in the public interest is regarded as compensation. Exceptions to compensation are defined by the law in § 2, paragraph (3).

- "Public utility annex": The NGO and the organizational unit of the NGO with legal personality is the Ectv. The public benefit organization defined in § 29, paragraph (3), and the organizational unit of the public benefit organization with legal personality is the Ectv. 350/2011 on the management of non-governmental organizations, fundraising and some issues of public benefit, the public benefit annex specified in § 46, paragraph (1) prepared at the same time as the report is approved. (XII. 30.) It is prepared on a form regularized for this purpose in accordance with the annex to the Government Decree.
- "Public benefit activity": any activity that directly or indirectly serves the fulfillment of the public task specified in the founding document, thus contributing to the satisfaction of the common needs of society and the individual.
- <u>"Project":</u> The specific purpose for which the donation is made. There are three main types of projects: individual support, project support, operational support.
- <u>"Agreement":</u> The grant agreement between the Grantee and the Donor created using the Website and electronic correspondence.
- <u>"Supporter":</u> Supporter can be any person capable of acting (natural and legal person) who supports the goals of the Donor with monetary and in-kind support.
- "Device enabling communication between absent parties": a device that is suitable for making a contract declaration in the absence of the parties in order to conclude a contract. Such a device is, in particular, an addressed or unaddressed form, a standard letter, an advertisement published in a press product with an order form, a catalog, a telephone, a telefax, and a device providing Internet access.

<u>"Absentee contract":</u> a contract that is concluded without the simultaneous physical presence of the parties in the framework of a distance selling system organized to provide the product or service according to the contract, in such a way that, in order to conclude the contract, the contracting parties use a device that enables communication between absent parties only.

<u>"Enterprise":</u> a person acting in the scope of his profession, independent occupation or business activity.

4. BASIC PROVISIONS

- 4.1. Questions not regulated in these Terms and Conditions, as well as the interpretation of these Terms and Conditions, are governed by Hungarian law, with particular regard to the following legislation:
 - CLV of 1997. law on consumer protection,
 - CVIII of 2001 Act on certain issues of electronic commercial services and services related to the information society,
 - LXXXI of 1996 law on corporate tax and dividend tax,
 - Act V of 2013 on the Civil Code,
 - CLXXV of 2011 Act (Ectv.) on the right of association, public benefit legal status, and the operation and support of civil organizations,
 - LXXXVIII of 2005 Act on voluntary activity in the public interest,
 - 350/2011. (XII. 30.) Government decree on the management of non-governmental organizations, fundraising and certain issues of public utility,
 - LXXVI of 1999 law on copyright,
 - CXX of 2011. Act on the right to self-determination of information and freedom of information.
 - REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (February 28, 2018) on action against unjustified territory-based content restrictions and other forms of discrimination based on the customer's nationality, place of residence or establishment within the internal market, as well as the 2006 /2004/EC and Regulation (EU) 2017/2394, and amending Directive 2009/22/EC,
 - REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (April 27, 2016) on the protection of natural persons with regard to the processing of personal data and on the free flow of such data, and on the repeal of Regulation 95/46/EC (general data protection regulation).

The mandatory provisions of the relevant legislation apply to the parties without special stipulations.

- 4.2. The Contracts covered by these General Terms and Conditions are not considered written contracts, they are not filed by the Donor. Donations on this website belong to contracts concluded in absentia, i.e. the conclusion of the contract takes place in the absence of the simultaneous presence of the Parties. The created Contract is therefore not filed, it is concluded only in electronic form. Contracts concluded online are valid based on European Union and Hungarian legislation, so contracts concluded in this way have the same legal consequences as agreements concluded in the traditional way (written or verbal).
- 4.3. The language of the contracts covered by these GTC is Hungarian.
- 4.4. The Donor has not joined the Code of Ethics of Fundraising Organizations, nor has it submitted itself to any other code of ethics.

- 4.5. These General Terms and Conditions will be published by the Donor on the Website on December 1, 2022. The General Terms and Conditions shall enter into force upon publication on the Website and shall remain in force until revoked, at the same time as the previously valid General Terms and Conditions shall expire. The provisions of the General Terms and Conditions shall apply to Contracts concluded on the day of publication or thereafter. In the absence of a different provision of the General Terms and Conditions, it cannot be applied to Contracts concluded before its publication on the Website.
- 4.6. The Donor hereby calls the attention of all its customers and visitors to the https://www.dorkasz.hu website, if they wish to be a user of the above website or a customer of the Donor's services, as
- a) read these GTC carefully, as well as
- b) the Data Management information sheet, and

continue to use the website or use the services only if you agree with all points of the GTC and data protection regulations and consider them to be binding on you.

- 4.7. Considering that the effective Civil Code 6:78. According to paragraph 1 of § the link to the general terms and conditions is available on all Offers sent electronically or on paper, as well as on the website https://www.dorkasz.hu, and is also available on paper at the Donor's customer service, and in the case of verbal Offers, it is marked for the Donor. By accepting the Offer or submitting a request on the website, the Donor declares, that he has read, understood and accepted the general terms and conditions in force at all times, as well as the data protection regulations indicated above.
- 4.8. By accepting these GTC, the Donor acknowledges that it is a natural or legal person or business with legal capacity. To donate on the Website, the Donor must meet one of the following conditions:
 - a natural person who turned 18 no later than on the day of purchase, and whose capacity to act is not limited by law or court judgment ordering guardianship (not incapacitated),
 - a natural person who has reached the age of 14, but has not yet reached the age of 18 and is not incapacitated, can only make a valid legal declaration with the consent of his legal representative,
 - a person (enterprise) acting in the scope of his profession, independent occupation or business activity can make a legal declaration through his legal representative or authorized representative,
 - can make a legal declaration acting through the legal representative or authorized representative of a registered legal entity, business association.

The Donor acknowledges that a minor who has not reached the age of 14 is considered incompetent under the law, and therefore his legal declaration is null and void. The legal representative can act on behalf of the incapacitated minor when making donations on the Website.

4.9. 100% of the amount received from donations to the Projects will be used to support disadvantaged families, children and the elderly participating in the Donated Development projects. The Donor decides himself which project he wants to support with his purchase. However, the Donated informs the Donor that on the Website they have a special opportunity to make a donation to the Donateds operation supporting the Project as a goal.

4.10. The Donor does not support the needy participating in the Donor's projects with cash, but mainly with donations of clothes and food, but also with other donations, such as

- cleaning agent;
- home textiles;
- textbooks:
- covering the costs of a camp.

The procurement, logistics and operating costs of these are covered by the income of the Donated Website, so that the right donation can be delivered to those in need at the right time.4.11. The website on which the Website Referral link operated by the Grantee is placed must not create the impression that the Grantee recommends or supports the use or purchase of a service or product offered or distributed on that website. The linking website may not contain false information about the Website operated by the Donor, as well as the legal relationship between the Donor and the linking website. The Grantee opposes the use of any references to it that harm the reputation and interests of the Website operated by the Grantee.

- 4.11. The copyright of all content (text, articles, product descriptions, information, these GTC, etc., graphics, images, other information and data) on the Website operated by the Grantee shall belong to the Grantee, unless otherwise specified, without spatial and temporal limitations. In particular, it is forbidden to use the content downloaded from the Website operated by the Donor for a purpose other than the donation on the Website, to revise or copy them, or to engage in other similar activities. The Grantee shall initiate immediate legal proceedings against the infringer in the event of infringement of copyright and other rights or breach of this contract.
- 4.13. The Grantee reserves the right to initiate proceedings before courts and other authorities against any person who commits an infringement or attempts to commit an infringement by using the Website operated by it. The Grantee cannot be held responsible for any violation committed by a third party at the expense of a User.

5. TERMINATION OF CONTRACT

- 5.1. In order for the support Agreement to be established, it is necessary for the Donor to make a monetary Donation to the Beneficiary by selecting one of the described support methods via the Website. By using one of the support methods, the Donor expresses his intention to donate to the Beneficiary at the expense of his own assets. The Donor provides the Donation to the Beneficiary without any need for compensation.
- 5.2. After selecting the support method chosen by the Donor on the Website, the present general terms and conditions become readable for the Donor, and upon acceptance by the Donor, the support contract is established between the Donor and the Donated without any further act.
- 5.3. The Donated declares that he gratefully accepts the Donation and will use it for the purpose indicated by the Donated, or, failing that, to achieve the long-term public interest goals indicated in the Donated's founding document.
- 5.4. The donation contract is terminated upon its fulfillment in the case of a one-time, occasional Donation.
- 5.5. In the case of regular Donations, the support contract of the Parties is for an indefinite period, but the Donor may terminate the support contract at any time, with immediate effect

and without reason, for the future. In this case, the right of withdrawal cannot be exercised with regard to the already completed Donation.

- 5.6. The grant of the Grant is not considered to be the sale of products or the provision of services performed domestically and in return for consideration, so the Foundation is not obliged to issue an accounting document on the fact of the grant.
- 5.7. CXVII of 1995 on personal income tax. by law, benefits given to achieve the goals of the Foundation are tax-free.
- 5.8. Waiver of the right to claim back the donation (gift): The parties declare that the Donor expressly waives the right to claim back granted in civil law related to the support, without conditions or restrictions.
- 5.9. The Donor may terminate the donation contract governed by these General Terms and Conditions only in the event of a serious breach of contract by the other party, or may withdraw from it or refuse to perform it. Using the donation contrary to its purpose is considered a serious breach of contract.

6. FORM OF DONATIONS AND DONATION PROCEDURE

- 6.1. Donations can be made in the following forms (support methods):
- (i) Lump sum donations of different amounts,
- (ii) Regular cash donations of different amounts,
- (iii) Provision of voluntary activities in the public interest.
- 6.2. In order for someone to become a Donor and thus a subject of this support contract, the following steps must be taken:
- (i) the Donor selects one of the support methods offered on the Website,
- (ii) determines the subsidy amount,
- (iii) accept the general terms and conditions and the data management information, and
- (iv) makes the donation through the payment methods offered on the Website.
- 6.3. It is possible to donate as an individual by bank card or bank transfer. Legal persons and other organizations can donate under the same conditions as private individuals or with a unique agreement with the Donated.
- 6.4. In the case of a lump sum donation, if the Donor wishes to support the Donated again after completing the above process, he can do so by repeating the process.
- 6.5. When donating online by credit card, before clicking the "I support" button on the donor interface, the Donor must enter his name and e-mail address, as well as select the project to be supported, the amount and regularity of the support, and the form of support (individual/company).
- 6.6. In the case of a regular cash donation via bank card deduction, the Donor will deduct the amount selected by the Donor from the Donated Donor's bank card on the 7th of each month (deduction day) until the support is cancelled. In such a case, the grant is canceled in such a way that the Donor sends an electronic message to the e-mail address alapitvany@dorcas.hu with the subject "cancellation of regular grant". The recipient stops deducting the donation within 15 calendar days from the date of receipt of the message. If the Donor sends the

electronic message less than 15 calendar days before the deduction date, the Donated will only stop the deduction in the following month.

- 6.7. Before changing a regular donation, you must cancel the active regular donation and then start a new one with the new parameters. This can typically happen if the donor wants to support another project with a different amount.
- 6.8. After that, the Donor proceeds to the online payment interface of Barion or Paypal, where he can enter his bank card details, which are required for payment. Donors do not have access to bank card data, they are managed in the Barion or Paypal system. For a successful donation, the donor's bank account will receive a statement from the operator of Barion or Paypal, who is listed as the recipient on the statement. The Donor can offer a donation to the Recipient in the following ways:
- 6.8.1. Bank transfer: The Donor can also choose as a payment method the option of paying the donation to the Donated by bank transfer in relation to one of the Projects selected by him. The transfer account number will then appear and the notice section will also be indicated. Please copy the details and start the transfer.
- 6.8.2. Payment by bank card:
- 6.8.2.1. PayPal: The Donor has a contractual relationship with the PayPal system. On the internet interface, it is possible to pay the amount of the donation by using the PayPal payment system. To use the PayPal payment method, the Donor must have PayPal registration. Registration must be done on the www.paypal.com website. The Donated assumes no responsibility for problems arising in connection with the use of the PayPal system, the operator of the PayPal system is responsible for the legal relationships created in this way, as well as the rights and obligations arising from them. More information »
- 6.8.2.2. Barion: online credit card payments are made through the Barion system. The credit card details are not passed to the merchant, in this case the donor as the operator of the donation platform. The service provider Barion Payment Zrt. is an institution supervised by the National Bank of Hungary, its licence number is H-EN-I-1064/2013.

No registration is required for credit card payments. When making a donation, you only need to provide your credit card number, expiry date, the CVC code on the back and a working e-mail address. Mastercard or Maestro debit card, Visa or Electron debit card or Amex debit card can be used for payment. There is no extra charge to the donor for payment by credit card. For more information, please visit www.barion.com.

- 6.9. If the Donor is a legal entity, the Donated issues and delivers the necessary tax certificate to the Donor at the end of the given year.
- 6.10. The Project is closed when the Target Amount is reached. The last registered financial Donation, with which the amount of collected Donations exceeded the Target amount, is entirely part of the collected Donations. In the case of any Project, the project can be closed. In this case, the Beneficiary is still entitled to use the amount of the donation received up to that point.
- 6.11. The Donor keeps the Donations received for the Projects in his own financial institution account, the Bank Card Donations are received directly by the Donor from the bank card

payment service provider. The Beneficiary reports on the use of the collected Donations and the Projects in the annual public utility supplement.

- 6.12. The Donor acknowledges that if the individual or project goal cannot be realized due to failure to reach the target amount, the entire amount of the donation will be used for the operational purpose of the Donor.
- 6.13. The Donated reserves the right to promote the Projects on the Website and other communication channels, as well as to place advertisements, presentations and Donor messages on the Website.
- 6.14. The Projects may remain publicly accessible on the website after the end of the collection period.
- 6.15. If the implementation of the Project cannot be foreseen and it is not possible for reasons beyond the control of the Donated, the Donations received may be spent on a similar project or its operation.
- 6.16. Reporting: The Donor undertakes to inform the Donors on the Website about the use of the Donations by June 30 of the following year in advance, according to their plans, and subsequently through the annual public utility supplement.
- 6.17. The operation of the counter on the Website: The counter documents the gross amount of donations received through the Donated donation collection tools. In the case of all instruments, the total amount of the donation is taken into account, i.e. fees imposed by the Donated, withheld donations, or bank card payment costs deducted by payment systems are not deducted from this amount.
- 6.18. Since the Grantee, as a supported NGO, has public benefit legal status, if the Donor is subject to corporate tax, it can receive tax benefits according to the provisions of the current Tao Law. To this end, the Donor issues a certificate of support in 2 copies to the Donated, the mandatory content of which is Tao. fixed by law. (According to this, the certificate must contain:
- (i) the name of both parties, their registered office, their tax number, the designation of the Donated public benefit,
- (ii) the amount of the Donation,
- (iii) the supported purpose,
- (iv) the date of donation and
- (v) in the case of a permanent donation, the fact thereof.)

The certificate must be made available to the Donor at the time of the grant, but no later than the end of the tax year.

6.19. At the written request of the Donor, the recipient issues a certificate of donation. The donor must write an e-mail to this e-mail address alapitvany@dorcas.hu, the subject of which is: "Request for donation certificate".

7. REGISTRATION/DONATION

- 7.1. If a user wants to register, he can do so by clicking on the "REGISTER" menu item, filling out the registration interface as appropriate, and then clicking on the "REGISTER" button at the bottom of the website. On the registration interface, the following data must be entered for the Donated: first name, last name, e-mail address, phone number, city, address, password.
- 7.2. In order to submit the registration, the User must accept these Terms and Conditions and its Donor Data Management information by ticking the checkbox on this interface.
- 7.3. The Donor informs the User of the success of the registration by e-mail, in which the User sends an activation link to create a user account.
- 7.4. After successful registration, the User is entitled to enter the Website by entering their login details (e-mail address, password) under the menu item "LOGIN" at the top of the website.
- 7.5. The user has the right to cancel his registration at any time by sending a message to the email address <u>alapitvany@dorcas.hu</u>. After receiving the message, the Donated is obliged to cancel the registration immediately. The user's user data will be removed from the system immediately after deletion; however, this does not affect the preservation of data and documents related to orders already placed, and does not result in the deletion of this data. After removal, there is no way to restore the data.
- 7.6. The User is solely responsible for keeping user access data (especially the password) confidential. If the User becomes aware that an unauthorized third party may have gained access to the password provided during registration, he/she must immediately change his/her password, and if it can be assumed that the third party is abusing the password in any way, he/she must notify the Beneficiary at the same time.
- 7.7. The user undertakes to update the personal data provided during registration as necessary in order to ensure that they are timely, complete and in accordance with reality.
- 7.8. During the purchase/registration, the user is obliged to provide his own real data. In case of untrue data provided during the purchase/registration or related to another person, the resulting electronic contract is null and void. The Donated excludes its responsibility if the User uses its services in the name of another person, with the data of another person.
- 7.9. The recipient is not responsible for any delay in delivery or other problems or errors that can be traced back to data provided incorrectly and/or inaccurately by the User.
- 7.10. The Beneficiary is not responsible for damages resulting from the User forgetting his password or it becoming accessible to unauthorized persons for any reason not attributable to the Beneficiary.
- 7.11. It is possible to subscribe to the newsletter on the https://www.dorkasz.hu website. Subscription to the newsletter is voluntary. In case of subscription, the User expressly consents to the sending of informative and specifically advertising content to the e-mail address provided by the Donor at intervals determined by the Donor. Donors subscribe to the newsletter at least once a month, but if appropriate, sends a newsletter several times. The donor sends a discount coupon at variable intervals in the newsletter sent to the subscribers.

The User can unsubscribe from the newsletter at any time in the "Newsletter subscription and unsubscribe" menu created for this purpose on the website, or by clicking on the "Unsubscribe" link at the end of each newsletter.

8. PROJECT DESCRIPTIONS

8.1. Blue Bucket

"For I was hungry and you gave me food..." Matthew 25:35

The Blue Bucket non-perishable food collection campaign is a social catering project. We collect durable food for those in need in 12 liter plastic storage buckets. The main goal of the project is to call on people who have the opportunity to help their fellow disadvantaged people to donate. Through our project, we support disadvantaged elderly people, broken families and families caring for chronically ill people, where the monthly income does not allow enough food to be put on the table every day.

Filling a bucket: HUF 6,250.

8.2. Elderly care

"I was sick and you visited me" Matthew 25:36

With the help of our local partners, our grandmothers regularly receive aid packages of food and cleaning products, and in addition to donations, it is very important that they also receive personal care during visits. The majority of the elderly participating in the program no longer have a family member nearby who can take care of them, they are no longer able to go out and participate in events due to their health, so without the program they would be distant from the local community and would have to solve their problems alone. Therefore, our target group includes elderly people whose daily meals, housing conditions, low pension, and being alone justify external assistance.

A grandmother's support costs HUF 3,720 per month.

8.3. Youth Camp

"Let the little children come to me" Mark 10:14

We welcome disadvantaged groups in our camps who, due to their financial and social backgrounds, cannot afford to go on holiday or camping and therefore need the most to relax, fellowship and recharge. Every child deserves to spend his or her youngest years carefree and making memories of a lifetime with their peers. But for many young people, this is not the case, because from a very young age they have experienced what it is like to go without. In addition to learning, the camps are also intended to give these children a chance to get away from it all and experience what it is like to have an average, carefree childhood.

In addition to recreation, our other aim is to provide the young people attending the camp with useful knowledge. Things that are not taught in school, but which broaden their world view and/or give them a direction for the future. The real-life camp will also give young people a closer look at car mechanics, both electrical and DIY. They can also get a glimpse of farming with a visit to an organic farm. And in addition to professional skills, we also attach importance to mental development, so we're also preparing self-awareness exercises for the campers. We also offer useful advice, such as money management or how to find a partner.

We invite boys aged 14-18 who live in poverty and cannot afford a week-long camp, we offer a wide range of interesting activities for teenagers.

These young people are about to choose a career, and we need to show them what they are capable of. The Lifetime Ambassadors is more than just a camp, if you support this project you can be sure that you are helping to make a life-changing difference!

The recurring themes in our camps are self-image, self-esteem and vision.

Support for one day of camp for one young person: 10.000.-Ft/day/person

8.4. Family care

"I was naked and you clothed me" Matthew 25:36

We support disadvantaged families who are brought into our program by a local church or family helper, after assessing that they are really needy and need this help. Every family receives winter and summer clothes, food packages six times a year, and school-age children receive school supplies in August. In addition to donations, we place great emphasis on the fact that, with the cooperation of our local partners, families can participate in community building and various trainings through multigenerational programs, thus ensuring effective development and change through the combination of donations and a change of attitude.

We currently support 250 families, so we can help 1,350 people in this program.

Supporting a family costs HUF 1,510 per month.

8.5. Prison Mission

"I was in prison, and ye came unto me" Matthew 25:36

Our prison mission activity has 2 directions. On the one hand, we organize evangelization and art therapy programs for young people who are serving their sentences, on the other hand, we help them connect to the church as easily and quickly as possible after their release.

Since 2017, in cooperation with the Debrecen Correctional Institution, we have been holding art therapy sessions for 14-18-year-old boys serving their sentences at the institution. Based on these experiences, we created our Prison Mission Program, which provides complex training with art therapy, drama pedagogy and coaching tools. Our prison mission program organizes faith life and art therapy training and sessions for the inmates of the Debrecen Correctional Institution. For three weekends and a full week, the boys benefit from art therapy, drama pedagogy and experiential pedagogy programs, and every Friday morning they can ask their questions about God, learn Bible stories, sing and ask for prayer support through a faith life session.

In 2022, we plan to hold 3 weekend art therapy programs and 1 summer camp for boys.

We launched the Dorcas Prison Mission Network in September 2020. The interdenominational cooperation, like a net, is ready to await those released from correctional and penal institutions, to catch them from relapse and loneliness and lead them to Christ. Congregations can freely join the Network in an interdenominational manner, in which they can receive professional help in the integration of those with a criminal record.

Training fee for a young person: HUF 2,650/boy/month

8.6. Mobile Team

"Let the little children come to me." Mark 10:14

Thanks to a partnership between Dorkász and UNICEF, the Dorkász Service Mobile Team has been formed. Its mission is to provide activities for the children of families living in the outskirts of Debrecen, where children living in the area would not have the opportunity to participate due to financial or logistical problems. The activities are varied and tailored to the specific needs of each community: group tutoring, craft sessions, a teen club, mental health support and folk dance sessions have been held in the Barley Garden, Pac, Dombostanya, Halap and Bodaszőlő, where the team also provides teacher training for local volunteers. Our goal is to help children develop their potential and prevent school drop-outs, which we do with the help of 3 teachers and a psychologist.

New venues are constantly being added to the programme. The team's portfolio includes a choir, a journalism workshop, drama and dance classes, a book club, a film club, early childhood development through massage, hospitality basics, playful self-awareness sessions, offline play sessions, communication and assertiveness training, cultural sensitivity training, group psychology counselling for children, psychological counselling for parents, psychological counselling for teachers, children's philosophy sessions, archaeology and astronomy "workshops".

To date, we have already offered regular sessions to 130 children with direct access. And with teacher training, we reach nearly 200 children indirectly.

8.7. Refugee mission

Our refugee mission project offers long-term assistance to refugees from the Russian-Ukrainian war. The Dorcas Refugee Center not only guarantees safe accommodation for homeless people in need, but also the start of a new life. The Refugee Center, transformed from the Dorcas camping, can provide a home for 200 people in various rooms and apartments. In addition to free accommodation, we also support those in need with catering.

In order to achieve long-term success, we patronize the Transcarpathian refugees living here in a complex way. Our vision and motto: "changed lives" - is especially important for families fleeing war, so we help in several areas. For those in need, the transformation of their perspective means a breakthrough, significant change. We help parents find employment on the labor market, while our goal is to improve the children's basic school skills.

Support options:

- in-kind donation (clothes, food, cleaning products, toiletries, baby items),
- -voluntary work,
- support for camping renovation works.

The Donated draws the Donor's attention to the fact that if this Project is selected, the Website will redirect the Donor to the https://www.jotekonyter.hu website operated by the Donated, for the use of which the general instructions can be found at https://jotekonyter.hu//aszf.pdf contractual terms and conditions shall govern.

9. PUBLIC INTEREST VOLUNTARY ACTIVITY

Volunteering also has many advantages in terms of mobility in the labor market. It can be beneficial for young people of school age if they learn the importance and rules of community participation early on, but voluntary work done in addition to school (primarily higher education) as practice and experience can later influence the success of job hunting. Voluntary work can also help the return of women who have been forced out of the labor market, for example those who previously raised children, but it can also mean a lot to the elderly forced into passivity, who can further benefit from the experience accumulated over many years in their increased free time.

9.1. Activities to be carried out with the help of volunteers

- sorting donations;
- product preparation works;
- landscaping works;
- spring cleaning of accommodation;

a.) sorting donations

We support 230 families (approx. 1,200 people) of our Family Care Project and 100 elderly people of our Elderly Care Project with clothing donations, which we receive from churches, companies, and private individuals. It is necessary to sort them out and put them together in a package according to the data of those in need.

Main tasks:

- Sorting toys in terms of use (sale/donation/scrap)
- The compilation of donation packages from the sorted clothes based on the data of the needy.

b.) product preparation works

Our new online marketplace, JótékonyTér (jotekonyter.hu), opened in January 2021. New and used items will be added to the website, which must be prepared for product photography and delivery.

Main tasks:

- Ironing clothes,
- Washing kitchen utensils,
- Wiping other objects,
- Packaging of the ordered products.

c.) landscaping works

Our service is located in Erdőspuszta, next to Lake Vekeri, in a 5.5-hectare wooded area. The resulting garden and yard work ensures constant task performance.

Main tasks:

• Collecting tree leaves,

Effective: February 01, 2024. from day

- Collecting twigs,
- Raking.

d.) spring cleaning of accommodation

The campsite has a total of 60 wooden houses and apartments, with which we can provide accommodation for 240 people. We gladly accept the help of volunteers in keeping them clean!

Main tasks:

- Powdering,
- Window cleaning,
- Changing curtains,
- Sweeping,
- Mopping up.

9.2. Conditions for voluntary work

Any Hungarian citizen who has reached the age of 10 can be a volunteer. The law stipulates that in the case of a volunteer who is partially limited due to his minor age, legal declarations related to the voluntary legal relationship are made by the legal representative, but the consent of the volunteer is required to conclude and amend the voluntary contract.

A person who has not reached the age of eighteen, or an adult whose capacity to act is partially limited in terms of volunteering in the public interest, may engage in voluntary activity in the public interest that corresponds to their age, physical, intellectual and moral development and abilities, and that does not endanger their health, development and the fulfillment of their compulsory education .

A volunteer who has not reached the age of sixteen and an adult volunteer whose capacity to act is partially limited in terms of volunteering in the public interest may not carry out volunteering in the public interest abroad.

A volunteer who has not reached the age of 18 may not perform volunteer activities in the public interest between 8:00 p.m. and 6:00 a.m.

By a volunteer who has not reached the age of sixteen, for public interest voluntary activity

turnable time cannot exceed

- three hours a day and twelve hours a week during school breaks,
- six hours a week during school hours and
- two hours a day on school days.
- three hours a day outside of school days.

By a volunteer who has reached the age of sixteen but not reached the age of eighteen, a

the time devoted to voluntary activities of public interest may not exceed four and a half hours per day and eighteen hours per week.

Volunteers who have not reached the age of eighteen must be provided with a rest period of at least fourteen hours between the end of the volunteer activity in the public interest and the start of the following day.

A person who performs work in exchange for compensation within the framework of another legal relationship with the Grantee may not perform the duties of his job in a voluntary legal relationship with the Grantee.

Anyone who performs activities based on a legal obligation, a legally binding court decision, or an official obligation at the Grantee may not perform these tasks at the Grantee in a voluntary legal relationship.

9.3. The Voluntary Agreement

Volunteers can be accepted within the framework of a voluntary legal relationship defined and fixed by law, which is established with the voluntary contract.

9.4. Obligations of the Donated as host organization

The Grantee is obliged to ensure voluntary activity in the public interest

the information and guidance necessary for its care, the acquisition of knowledge, and in the case of a volunteer under the age of eighteen, the continuous, professional supervision of volunteer activities in the public interest.

- 9.5. Obligations of the volunteer
- (i) The volunteer can carry out any activity that
- for which he meets the qualification, health, registration and other conditions specified in the legislation, and
- the provision of which is not bound by law to a specific legal relationship, or whose

provision by volunteers is not excluded by law.

- (ii) It is obligatory to carry out the voluntary activity in the public interest in person according to the relevant laws, professional and ethical regulations, as well as the instructions of the Grantee. The volunteer is obliged to refuse to carry out the instruction if its execution would directly endanger the life, physical integrity or health of another person. The volunteer is not obliged to carry out the instructions of the host organization if its execution
- a) would directly endanger the life, physical integrity or health of the volunteer, or
- b) conflicts with legislation or the voluntary contract.

If carrying out the instruction may cause damage, the volunteer is obliged to draw the attention of the person giving the instruction. The volunteer is not responsible for the damage he caused, if he fulfilled his obligation to draw attention.

- (iii) He is obliged to preserve the personal data, business and other secrets that he has come to know.
- (iv) The host organization is responsible for damage caused to third parties by the volunteer in connection with the volunteer relationship. If the damage was caused by the blameworthy behavior of the volunteer, in the absence of a different provision in the volunteer contract the host organization may demand compensation from the volunteer. If the volunteer proves that
- a) damage resulting from physical injury or health damage, or

b) the damage to the thing owned or used for the performance of the voluntary activity in the public interest that occurs at the place where the voluntary activity in the public interest is carried out occurred in connection with the voluntary legal relationship, the host organization is exempted from responsibility if it proves that the damage was caused by an irremediable cause outside its scope of operation or caused solely by the unavoidable behavior of the volunteer.

The host organization does not have to compensate the part of the damage that resulted from the volunteer's reprehensible behavior. The volunteer's next of kin can assert the damage resulting from the volunteer's death in accordance with the provisions of this clause.

- 9.6. Regulations for the registration of Donated voluntary work
- (i) Volunteer register: as an organization employing volunteers, a register of volunteers must be kept. The register must contain the personal data of the volunteer, his mother's name, address (place of residence), place and time of birth, e-mail address, telephone number, the date of the start of the volunteer activity, the benefits provided to the volunteer, which will be kept for 5 years after the end of the volunteer relationship. must be preserved.
- (ii) Regarding the nature of voluntary work and related to working hours

register: the voluntary work done by the volunteer is done on the register sheet

documenting activities. The registration page is maintained by the volunteer, and the Donated is represented by the volunteer coordinator of the volunteer program

authenticated by his manager or the organization's representative.

6.10.6. Allowances for volunteers

At the Donated, volunteers do this without compensation

their work. In individual cases, benefits that do not qualify as compensation can be given to the volunteer. The common feature of the allowances that can be given to volunteers is that all allowances can be given in connection with voluntary work in the public interest, to the extent or quantity necessary for the performance of the volunteer activity. Such benefits, for example:

- o work clothes, protective equipment and materials,
- o the cost of travel, accommodation and meals,
- vaccinations, screening tests, disease prevention care provided for the safe provision of voluntary activities,
- o costs of training outside the school system,
- o insurance premiums for the volunteer's death, injury and health damage,
- o bonus, which cannot be more than 20% of the monthly minimum wage.

The benefits must be recorded in the voluntary contract.

With this, the legislation recognizes the costs incurred by organizations in connection with the employment of volunteers. This is also important because the benefits given to the volunteer are not considered benefits in kind, i.e. no tax or social security contributions have to be paid for such benefits (Article 7 (1) point y) of the Social Security Act).

The 30-day gainful activity required for the care of active-age people can be completed with voluntary work, because the III of 1993 on social administration and social benefits. Pursuant

to Section 36 (3) of the Act (Szt.) the performance of the 30-day activity specified in point (2) point e) can also be justified by voluntary activity in the public interest, if the person concerned could not prove other suitable gainful activity or participation in a labor market program .

10. LIMITATION OF LIABILITY

- 10.1. Donating on the Donateds Website assumes the User's knowledge and acceptance of the possibilities and limitations of the Internet, with particular regard to technical performance and possible errors.
- 10.2. Regarding damages caused by breach of contract, the Donated applies the following in these GTC. The Civil Code 6:142. § [Liability for damages caused by breach of contract], "Whoever causes damage to the other party by breaching the contract is obliged to compensate it. He is exempted from liability if he proves that the breach of contract was caused by a circumstance beyond his control, which was unforeseeable at the time of the conclusion of the contract, and that he could not have been expected to avoid the circumstance or remedy the damage." The Civil Code 6:143. Pursuant to § [Measure of compensation] "(1) The damage caused in the subject of the service must be reimbursed under the heading of compensation. (2) As a consequence of the breach of contract, other damages caused to the right holder's property and the lost pecuniary advantage must be compensated to the extent that the right holder proves that the damage, as a possible consequence of the breach of contract, was foreseeable at the time of the conclusion of the contract. (3) In the event of a willful breach of contract, the beneficiary must be compensated in full."
- 10.3. The User bears full and unlimited liability for damages resulting from the provision of another person's personal data or from publishing it on the Donateds Website. In such a case, the operator will provide all assistance to the acting authorities in order to establish the identity of the person violating the law.
- 10.4. The User is obliged to respect the laws in force and, during use, is obliged to refrain from any activity that is illegal or that harms the interests of other Users. Within this, the User must in particular:
 - respect the privacy, personal rights and legitimate interests of others;
 - to refrain from collecting information about other persons without authorization, using the obtained information without authorization;
 - to refrain from committing a crime or violation of regulations;
 - to respect the rights to intellectual works, in particular the rules for the protection of literary, scientific and artistic works, inventions, designs, utility models, trademarks and trade marks subject to copyright protection.
- 10.5. All Users are obliged to refrain from any activity that hinders the proper use of the Website. Within this, the User must in particular:
 - refrain from sending unsolicited letters ("spam") or chain letters ("hoax");
 - refrain from any communication that may hinder or disturb others in the proper use of the Website;
 - refrain from inappropriate, repetitive, or otherwise disturbing statements in public communication.
- 10.6. All Users are obliged to refrain from any activity that harms the interests of the Beneficiary. Within this, the user must in particular:

- refrain from disrupting or obstructing the operation of the Website;
- refrain from activities aimed at obtaining and using the Grantee's business secrets and confidential information;
- refrain from any communication that carries untrue information about the service;
- refrain from any activity that threatens the IT security of the Website;
- to refrain from any activity aimed at advertising one's own or another person's product or service.

10.7. Anyone whose rights or legitimate interests are infringed by the User's activities - in particular, a person whose personal rights have been violated, a victim of a crime or violation of the law, as well as a holder of the right to intellectual creations - may ask the Grantee to remove the objectionable content and to take the necessary measures against the User. The applicant must prove his eligibility in an appropriate manner. If the right is proven, the right holder can request that the Grantee block infringing content in order to conduct a subsequent procedure. In this case, the holder must prove the initiation of the procedure within 60 days. The locked content, as well as the related data stored by the Grantee, is made available by the Grantee to the acting body, in accordance with the legislation applicable to the given body and procedure.

11. COPYRIGHTS

11.1. LXXVI of 1999 on copyright. Act (hereinafter: Szt.) § 1 (1), the Website is considered a work of authorship, thus all parts of it

is under copyright protection. The Szt. Based on Section 16 (1), the unauthorized use of graphic and software solutions and computer programs on the Website is prohibited, as well as the use of any application that can be used to modify the Website or any part of it. Any material from the Website and its database may be taken, even with the written consent of the right holder, only by referring to the Website and indicating the source. The right holder: Dorcas Ministries.

- 11.2. The Donated reserves all rights to all elements of its service, especially the dorkasz.hu domain name, its subdomains, subpages, and Internet advertising surfaces. In addition, the Donor reserves the right to claim that the graphic elements and graphics appearing on the products are its own intellectual products, the ownership of which it retains.
- 11.3. Any activity aimed at listing, organizing, archiving, hacking, or reverse engineering the Donor's database is prohibited. Without a separate agreement or the use of the service intended for this purpose, it is forbidden to modify, copy, insert new data in it, or overwrite existing data by bypassing the interface provided by the Grantee or search engines.
- 11.4. The User is obliged to respect all the rights of the Donated regarding the intellectual property and may not use any legal title in relation to the intellectual property.
- 11.5. In these GTC, any work that belongs to the Donor and can be protected (by industrial or copyright law) is considered "intellectual property", regardless of its data carrier and whether legal protection actually exists on it. 11.3 is considered such intellectual property. in addition to those specified in point 1, for example: content published during online services (e.g. graphics, animations, videos, technical articles, informative materials); the trademark of the Donor (e.g. logo, slogan).
- **11.6.** Use **permit** (**license**): With the conclusion of the Agreement, the Donor obtains a use permit (license) for the intellectual property affected by the specific service, which

- non-exclusive, non-transferable, non-sublicensable;
- It applies to the territory of Hungary and until the date of performance of the service;
- is limited to the manner and extent of use according to the nature of the specific service. Any other use that does not belong to the license is subject to the prior express permission of the Grantee. None of the provisions of the General Terms and Conditions shall be interpreted in such a way that the Grantee transfers any of its intellectual property rights to the Donor either in whole or in part, temporarily or permanently. In the absence of a different agreement, the price of the license is included in the service fee.
- 11.7. Unauthorized use: Unauthorized use of intellectual property is strictly prohibited and will result in immediate legal action (e.g. immediate termination of the contract, proceedings for compensation, reporting of a crime). Unlicensed or unlicensed use automatically means the unauthorized use of the Grantee's intellectual property (e.g. copying, modifying, reworking, extracting, duplicating, sharing, distributing, relaying to third parties or the public, exploiting or attempting to do so; using the intellectual property to create new creation of a product/service, development and expansion of an existing product/service, as well as the utilization of such a product/service; other abuse).

12. MISCELLANEOUS PROVISIONS

- 12.1. You are entitled to use a contributor to fulfill your donation obligation. You are fully responsible for its illegal behavior, as if you had committed the illegal behavior yourself.
- 12.2. Individual provisions and annexes of the Contract and GTC, regardless of where they were placed or communicated, must be considered and applied by the contracting parties as part of the agreement of the contracting parties and in accordance with their actual content.
- 12.3. If any part of these Terms and Conditions becomes invalid, illegal or unenforceable, this does not affect the validity, legality and enforceability of the remaining parts.
- 12.4. If the Beneficiary does not exercise his/her right under these GTC, the failure to exercise the right cannot be considered a waiver of the given right. A waiver of any right is only valid if expressly stated in writing. The fact that the Grantee does not strictly adhere to an essential condition or stipulation of these Terms and Conditions on one occasion does not mean that he waives his obligation to strictly adhere to the given condition or stipulation in the future.
- 12.5. The grantee has the right to modify the information, promotions, offers and discounts related to the provision of various types of services at any time and unilaterally, in accordance with the unilateral modification of the General Terms and Conditions, provided that these modifications may not affect the content of already concluded Contracts.
- 12.6. The grantee reserves the right to change these GTC in order to align them with the legal background and other internal regulations that will be amended in the meantime.
- 12.7. The General Terms and Conditions and any amendments thereto shall enter into force upon publication.
- 12.8. During their activities under the scope of the Contract and the GTC, the parties are obliged to act with the rights and interests of the other party in mind, to avoid behavior that hinders or hinders the operation of the other party, and to do everything in order to resolve all legal disputes arising in connection with the Contract amicably.

13. METHOD OF HANDLING COMPLAINTS, CONSUMER RIGHTS AND ENFORCEMENT OF CLAIMS

13.1. The Donateds goal is to perform all services in a suitable quality, to the full satisfaction of the Donor. If the Donor still has any complaints about the contract or its fulfillment, he can send his complaint to the above e-mail address or by letter

you can communicate it, but you can also present it orally. The address, phone number, and email address used for reporting complaints and maintaining contact are the same as the customer service contact details indicated in the Terms and Conditions of the Donor.

13.2. The consumer can verbally or in writing communicate his complaint to the company, which concerns the conduct, activity or omission of the company or a person acting in the interest or benefit of the company that is directly related to the distribution or sale of the goods to consumers. It is not considered a complaint if the User requests information or a position regarding the operation and activities of the Donated website.

The company is obliged to investigate the verbal complaint immediately and remedy it as necessary. If the consumer does not agree with the handling of the complaint, or the immediate investigation of the complaint is not possible, the company is obliged to record the complaint and its position on it without delay, and to hand over a copy of it to the consumer on the spot in case of a verbal complaint made in person. In the case of a verbal complaint communicated by telephone or using other electronic communication services, it must be sent to the consumer at the latest within 30 days - in accordance with the regulations for the response to a written complaint - at the same time as the substantive response. In other respects, he is obliged to act as follows regarding the written complaint. If the directly applicable legal act of the European Union does not provide otherwise, the company must respond to the written complaint in writing within 30 days after its receipt and take measures to communicate it. A shorter deadline than this can be established by law, and a longer deadline by law. The company is obliged to justify its position rejecting the complaint. The company must assign a unique identification number to the verbal complaint communicated by telephone or using an electronic communication service and communicate it to the Customer.

The record of the complaint must contain the following:

- 1. name and address of the consumer,
- 2. the place, time and method of presenting the complaint,
- 3. a detailed description of the consumer's complaint, a list of documents, documents and other evidence presented by the consumer,
- 4. the company's statement on its position regarding the consumer's complaint, if the complaint can be investigated immediately,
- 5. the signature of the person taking the minutes and with the exception of verbal complaints made by telephone or using other electronic communication services the signature of the consumer,
- 6. the place and time of taking the minutes,
- 7. in the case of a verbal complaint communicated by telephone or using other electronic communication services, the unique identification number of the complaint.

The company is obliged to keep the record of the complaint and a copy of the response for 5 years and present it to the inspection authorities upon request.

In case of rejection of the complaint, the business is obliged to inform the consumer in writing about which authority or conciliation body he can initiate the procedure with his complaint - according to its nature. The information must also include the headquarters, telephone and internet contact details, and mailing address of the competent authority and the conciliation body based on the consumer's place of residence or residence. The information must also cover whether the company uses the conciliation board procedure in order to settle the consumer dispute.

If any consumer legal dispute between the Grantee and the Donor is not settled during the negotiations, the following legal enforcement options are open to the consumer:

13.3. Filing a complaint with the consumer protection authorities: If the User's complaint or quality objection was not handled by the Donor or not in accordance with the law, or if the consumer detects a violation of his consumer rights, he is entitled to file a complaint with the consumer protection authority responsible for his place of residence with a request containing a description of the violation. After evaluating the complaint, the authority decides on the conduct of the consumer protection procedure. Depending on the nature of the request, the first-level official tasks for consumer protection are performed by the competent district offices according to the consumer's place of residence, or by the district offices according to the county seat.

The list and contact details of the competent district offices according to the place of residence are available here. In some cases (including certain legal violations involving online stores), the procedure is carried out by the district offices of the county seats, whose contact details are available here.

Pécs District Office of Baranya County Government Office

Address: 7621 Pécs, Kossuth square1-3, Phone number: 06-72/795-693; 06-72/795-624

Fax: 06-72/795-700

E-mail: pecs.jaras@baranya.gov.hu

The Békéscsaba District Office of the Békés County Government Office

Address: 5600 Békéscsaba, Szabadság square 11-17.

Phone number: 06-66/528-320

Fax: 06-66/528-321

E-mail: bekescsaba.jaras@bekes.gov.hu

V. District Traffic Office of Budapest Capital City Government Office

Address: 1051 Budapest, József palátin square 10.

Phone number: 06-1/795-9652

Fax: 06-1/237-4867

E-mail: titkarsag@05kh.bfkh.gov.hu

Fejér County Government Office Székesfehérvár Traffic Office

Address: 8000 Székesfehérvár, Honvéd street. 8.

Phone number: 06-22/795-751

Fax: 06-22/795-814

E-mail: <u>hivatal.szekesfehervar@fejer.gov.hu</u>

Bács-Kiskun County Government Office in Kecskemét

Address: 6000 Kecskemét, Széchenyi boulevard.

12.

Phone number: 06-76/795-829

Fax: 06-76/998-625

E-mail: kecskemet@bacs.gov.hu

Borsod-Abaúj-Zemplén County Government Office Miskolc District Office

Address: 3525 Miskolc, Petőfi Sándor street. 23. Phone number: 06-46/795-600, 06-46/795-655

Fax: 06-46/795-701, 06-46/512-001 E-mail: jaras.miskolc@borsod.gov.hu

Csongrád County Government Office, Szeged District Office

Address: , 6722 Szeged, Rákóczi square 1

Phone number: 06-62/680-000

E-mail: vezeto.szeged@csongrad.gov.hu

Győr-Moson-Sopron County Government Office, Győr District Office

Address: 9023 Győr, Szabolcska M. street. 1/A.

Phone number: 06-96/795-043

Fax: 06-96/795-045

E-mail: hivatal.gyor@gyor.gov.hu

Effective: February 01, 2024. from day

Hajdú-Bihar County Government Office Debrecen District Office

Address: 4024 Debrecen, Szent Anna street. 42-48.

Phone number: 06-52/516-140

Fax: 06-52/516-141

E-mail: debrecen.jh@hajdu.gov.hu

Jász-Nagykun-Szolnok County Government Office Szolnok District Office

Address: 5000 Szolnok, Ady Endre rd. 9.

Phone number: 06-56/795-666

Fax: 06-56/795-694

E-mail: szolnok.jarasihivatal@jasz.gov.hu

Nógrád County Government Office in Salgótarján

Address: 3100 Salgótarján, Múzeum square 1.

Phone number: 06-32/795-160

Fax: 06-32/795-170

E-mail: jaras.salgotarjan@nograd.gov.hu

Kaposvár Police Office of the Somogy County Government Office

Address: 7400 Kaposvár, Kossuth square 1.

Phone number: 06-82/795-137

Fax: 06-82/795-138

E-mail: hivatal@kaposvar.gov.hu

The Szekszárd District Office of the Tolna County Government Office

Address: 7100 Szekszárd, Bezerédj street 10.

Phone number: 06-74/795-603

E-mail: titkarsag.szekszard@tolna.gov.hu

Veszprém County Government Office, Veszprém District Office

Address: 8200 Veszprém, Mindszenty József street 3-5.

Phone number: 06-88/550-507, 508

Fax: 06-88/550-819

E-mail: veszprem.jaras@veszprem.gov.hu

Eger District Office of Heves County Government Office

Address: 3300 Eger, Szarvas square 1 Phone number: 06-36/482-900

Fax: 06-36/482-905

E-mail: titkarsag.eger@heves.gov.hu

Tatabánya District Office of Komárom-Esztergom County Government Office

Address: 2800 Tatabánya, Bárdos László street. 2.

Phone number: 06-34/795-659

Fax: 06-34/795-655

E-mail: hivatal.tatabanya@komarom.gov.hu

Pest County Government Office of the Public Prosecutor's Office

Address: 2030 Érd, Budai rd. 7/b. Phone number: 06-23/504-181, 182

Fax: 06-23/504-120, 178

E-mail: jarasihivatal.erd@pest.gov.hu

Szabolcs-Szatmár-Bereg County GovernmentOffice, Nyíregyháza Visitor's Office

Address: 4400 Nyíregyháza, Kossuth square 1.

Phone number: 06-42/795-110

Fax: 06-42/795-109

E-mail: nyiregyhaza@szabolcs.gov.hu

The Szombathely District Office of the Vas County Government Office

Address: 9700 Szombathely, Hollán Ernő

street. 1

Phone number: 06-94/501-800, 06-94/795-700

Fax: 06-94/501-803

Zalaegerszeg District Office of the Zala County Government Office

Address: 8900 Zalaegerszeg, Kazinczy square 4

Phone number: 06-92/550-300

Fax: 06-92/550-301

Email: zalaegerszeg@zala.gov.hu

13.4. The User may file a consumer complaint against the Donor. If the User's Donated Consumer complaint is rejected, the User can also apply to the competent conciliation body according to his place of residence or residence. The condition for initiating the procedure of the conciliation body is that the consumer directly attempts to settle the dispute with the concerned business. Based on the consumer's request, instead of the competent body, the conciliation body specified in the consumer's request is responsible for the procedure.

- 13.4.1. The Beneficiary is obliged to participate and cooperate in the conciliation procedure based on the relevant legislation. As part of this, the Donated has the obligation to send a response to the conciliation board's invitation (which action must take place within 8 days of the delivery of the invitation with the content stipulated in the law), and the obligation to appear before the conciliation board ("ensuring the participation of the person authorized to establish a settlement at the hearing") is recorded as an obligation. If the seat or location of the Donor is not registered in the county of the chamber that operates the territorially competent conciliation body, the Donor's obligation to cooperate extends to offering the possibility of concluding a written settlement in accordance with the consumer's needs.
- 13.4.2. In the event of breach of the above obligation to cooperate, the consumer protection authority has the power to impose a mandatory fine in the event of the Donateds infringing behavior as a result of the change in legislation, there is no possibility of waiving the fine. The Consumer Protection Act

In addition, the relevant provision of the Act on Small and Medium-sized Enterprises was amended, so the imposition of fines cannot be dispensed with in the case of small and medium-sized enterprises.

- 13.4.3. The conciliation board is responsible for settling consumer disputes outside of court proceedings. The task of the conciliation board is to attempt to reach an agreement between the parties for the purpose of settling the consumer dispute, and in the event of this being unsuccessful, it makes a decision on the matter in order to ensure simple, fast, efficient and cost-saving enforcement of consumer rights. At the request of the consumer or the business, the conciliation body provides advice on the rights of the consumer and the obligations of the consumer.
- 13.4.4. The procedure of the conciliation board starts at the consumer's request. The request must be submitted in writing to the chairman of the conciliation board: the written requirement can be fulfilled by letter, telegram, teletypewriter or fax, as well as by any other means that enables the addressee to store the data addressed to him permanently for a period appropriate to the purpose of the data, and displaying the stored data in unchanged form and content. The application must include:

the. the consumer's name, place of residence or location,

- b. the name, registered office or site of the company affected by the consumer dispute,
- c. if the consumer designates the requested body instead of the competent conciliation body,
- d. a brief description of the consumer's position, the facts supporting it and their evidence,
- e. the consumer's statement that the consumer directly attempted to settle the disputed matter with the concerned business
- f. the consumer's statement regarding the fact that he did not initiate the procedure of another conciliation body in the case, no mediation procedure was initiated, no claim letter was submitted, and no application for the issuance of a payment order was submitted,
- g. the motion for the board's decision,
- h. the consumer's signature.

The document or its copy (extract) whose content the consumer cites as evidence must be attached to the application, so in particular the written statement of the company about the rejection of the complaint, or, in the absence of this, other written evidence available to the consumer about the attempted negotiation.

If the consumer acts through a proxy, the power of attorney must be attached to the application.

13.4.5. The list of conciliation bodies is available here. The contact details of each territorially competent Conciliation Board:

Baranya County Conciliation Board

Address: 7625 Pécs, Majorossy I. street. 36. Telephone number: 06-72-507-154;

Mobile: 06-20-283-3422 Fax: 06-72-507-152

E-mail: kerelem@baranyabekeltetes.hu;

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

Conciliation Board operating under the **Budapest Chamber of Commerce and Industry**

Address: 1016 Budapest, Krisztina boulevard. 99. III. floor. 31 Phone number: 06-62-554-250/118

Phone number: 06-1-488-2131

Fax: 06-1-488-2186

E-mail: bekelteto.testulet@bkik.hu

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúsétány square 4-6.

Telephone number: 06-22-510-310

Fax: 06-22-510-312

E-mail: bekeltetes@fmkik.hu; fmkik@fmkik.hu

Hajdú-Bihar County Conciliation Board

Headquarters: 4025 Debrecen, Petőfi square 10. Address: 4025 Debrecen, Vörösmarty street. 13-15. Phone number: 06-52-500-710; 06-52-500-745

Fax: 06-52-500-720

E-mail: bekelteto@hbkik.hu

Jász-Nagykun-Szolnok County Conciliation Board

Address: 5000 Szolnok, Verseghy park 8. III. floor 305-306.

Phone number: 06-20-373-2570 E-mail: bekeltetotestulet@jnszmkik.hu

Nógrád County Conciliation Board

Address: 3100 Salgótarján, Alkotmány rd. 9/A.

Phone number: 06-32-520-860

Fax: 06-32-520-862 E-mail: nkik@nkik.hu Website: www.nkik.hu

Somogy County Conciliation Board

Address: 7400 Kaposvár. Anna street. 6,

Bács-Kiskun County Conciliation Board

Address: 6000 Kecskemét, Árpád boulevard. 4. Telephone number: 06-76-501-525; 06-76-501-532

Mobile: 06-70-7028-403 Fax: 06-76-501-538

E-mail: bekeltetes@bacsbekeltetes.hu Website: www.bacsbekeltetes.hu

Borsod-Abaúj-Zemplén County Conciliation Board

Address: 3525 Miskolc, Szentpáli street. 1.

Telephone number: 06-46-501-091; 06-46-501-870

Fax: 06-46-501-099

E-mail: bekeltetes@bokik.hu

Csongrád County Conciliation Board

Address: 6721 Szeged, Párizsi boulevard 8-12.

Fax: 06-62-426-149

E-mail: bekelteto.testulet@csmkik.hu Website: www.bekeltetes-csongrad.hu

Győr-Moson-Sopron County Conciliation Board

Address: 9021 Győr, Szent István rd. 10/a.

Phone number: 06-96-520-217

Fax: 06-96-520-218

E-mail: bekeltetotestulet@gymskik.hu

Heves County Conciliation Board

Address: 3300 Eger, Hadnagy street, 6th floor

Mailing address: 3300 Eger, Pf.: 140. Phone number: 06-36-416-660/105 ext

Fax: 06-36-323-615

E-mail: bekeltetes@hkik.hu

Komárom-Esztergom County Conciliation Board

Address: 2800 Tatabánya, Fő square 36.

Phone number: 06-34-513-010

Fax: 06-34-316-259

E-mail: bekeltetes@kemkik.hu

Website: www.kemkik.hu; kem-bekeltetes.webnode.hu

Pest County Conciliation Board

Address: 1119 Budapest, Etele út 59-61. II. floor 240.

Mailing address: 1364 Budapest, Pf.: 81

Phone number: 06-1-269-0703

Fax: 06-1-474-7921

Szabolcs-Szatmár-Bereg County Conciliation Board

Address: 4400 Nyíregyháza, Széchenyi street. 2.

Phone number: 06-42-311-544

Fax: 06-42-311-750

E-mail: bekelteto@szabkam.hu

nttp://www.panaszrenaezes.nu/nomepage/inaex.pnp/panaszkul

php

des

Effective: February 01, 2024. from day

Phone number: 06-82-501-000

Fax: 06-82-501-046

Tolna County Conciliation Board

Address: 7100 Szekszárd, Arany Janos street. 23-25.

Phone number: 06-74-411-661 Mobile: 06-30-6370-047

Fax: 06-74-411-456 E-mail: kamara@tmkik.hu

Veszprém County Conciliation Board

Address: 8200 Veszprém, Radnóti square 1.; Pf.: 220

Phone number: 06-88-814-111

Fax: 06-88-412-150

E-mail: <u>info@bekeltetesveszprem.hu</u> Website: www.bekeltetesveszprem.hu

Vas County Conciliation Board

Address: 9700 Szombathely, Honvéd square 2, Phone number: 06-94-312-356; 06-94-506-645

Fax: 06-94-316-936

E-mail: pergel.bea@vmkik.hu

Zala County Conciliation Board

Address: 8900 Zalaegerszeg, Petőfi street. 24.

Phone number: 06-92-550-513

Fax: 06-92-550-525

E-mail: <u>zmbekelteto@zmkik.hu</u> Website: www.bekelteteszala.hu

13.5 Online dispute resolution platform: 524/2013/EU of May 21, 2013 on the online resolution of consumer legal disputes and the amendment of Regulation 2006/2004/EC and Directive 2009/22/EC (consumer online dispute resolution directive) Based on the European Parliament and Council Regulation (hereinafter: the Regulation), the European Commission has created an online dispute resolution platform, which can be used from February 15, 2016, for both consumers and traders in the event of a consumer dispute between those who conclude an online sales or service contract.

- 13.5.1. The scope of the decree directly extends to the trader established in the Union and based in Hungary involved in online sales or service contracts, if a consumer legal dispute arises in connection with an online sales or service contract between him and the consumer.
- 13.5.2. In order to use the online dispute resolution platform, you must first register in the European Commission's system. You can access the online dispute resolution platform after registering in the European Commission's system.

 $\label{link:https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=HU$

13.6. If the consumer does not turn to a conciliation body, or the procedure does not lead to a result, the consumer has the option to settle the legal dispute within the framework of civil proceedings under Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. to go to court according to the provisions of the law. The lawsuit must be initiated with a statement of claim, in which the following information must be stated:

- the trial court:
- the name, place of residence and legal position of the parties and the parties' representatives;
- presenting the right to be asserted, the facts on which it is based and their evidence;
- the data from which the jurisdiction and competence of the court can be established;
- a definite request for a court decision.

The document or a copy of the document, the content of which is referred to as evidence, must be attached to the statement of claim.

14. DATA PROTECTION, DATA MANAGEMENT INFORMATION

- 14.1. Its purpose is to ensure the protection of the personal data of Users using the Website to the fullest extent possible. The data management information contained in these terms of use is only valid in terms of the Website and cannot be applied to websites operated by third parties, even if these websites are directly accessible from the Website.
- 14.2. With the protection of the privacy rights of its visitors and customers, the relevant legislation, especially the Civil Code, and CXII of 2011 on the right to informational selfdetermination and freedom of information. Act (hereinafter: Infoty.), REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (April 27, 2016) on the protection of natural persons with regard to the processing of personal data and on the free flow of such data, and 95/46 / EC Regulation on the repeal of the General Data Protection Regulation (General Data Protection Regulation). Please note that the provision of personal data on the Website is voluntary, and the User consents to data management at the same time as accepting the terms of use. In the event that the User acts on behalf of another person, it is his responsibility to obtain the consent of the person concerned for the disclosure of his data. The prior consent of the legal representative is required for declarations by incapacitated and persons with limited legal capacity, except for data processing for services that are aimed at mass transactions in everyday life. Detailed rules related to data management can be found in management the information the Donated website https://dorkasz.hu/en/dokumentumok/.
- 14.3. The services of Honlapegyes place a unique identifier, a so-called cookie, on the user's computer. Cookies serve to facilitate the identification and "authentication" of Users in order to provide personalized service to Users and to improve the services provided to Users. Users' personal data are never stored in the cookie. The product recommendation system operating on the website displays the offer belonging to the category according to the pages previously visited by the User. By using the websites, the User accepts that the cookie is placed on his computer. User prohibition of cookie acceptance is not an obstacle to the use of Website services. You can read more about cookies in the cookie policy on the Donated https://www.dorkasz.hu website https://dorkasz.hu/en/dokumentumok/.

15. OPERATION OF DIGITAL DATA CONTENT, TECHNICAL PROTECTION MEASURES, COMPATIBILITY WITH HARDWARE AND SOFTWARE

- 15.1. Guarantees 99% availability of the Donated Website on an annual basis. From the point of view of measuring availability, planned maintenance lasting no more than 1 working day cannot be considered a failure, provided that the Donor has notified the User of its date and expected duration on the website.
- 15.2. The website works with all kinds of browser software and operating systems. The website communicates via the HTTP protocol. Communication through the website is not encrypted, except for pages that require personal data, which are provided with the https protocol. The website has an SSL certificate.
- 15.3. The website runs on a server operated by Csilla Júlia Gyarmati.
- 15.4. The Grantee reserves the right, in justified cases, to temporarily disable the availability of any function for all Users including, in particular, network segment, nickname, e-mail address, etc. suspend or permanently terminate the provision of the function.