



TyToo Body Art Ltd.
HUNGARY, Debrecen
5-7 Nyugati str, 4025

tel.: +36 20 290 3219
e-mail: sales@tytoo.hu
www.tytoo.eu

GENERAL TERMS AND CONDITIONS

AND

TO USE THE WEBSITE **WWW.TYTOO.EU**

EFFECTIVE: 14 DECEMBER 2020

We would like to inform you that by using the website operating under the domain www.tytoo.eu (hereinafter: Website), you accept the provisions of these **General Terms and Conditions (GTC)**. Please continue to use the Website only if you have read and accept these terms of use in full!

The operator of the Website (hereinafter: the Operator) is free to change the provisions of these GTC, the range of products sold, the purchase price, deadlines, etc. The Operator's obligation to sell the given product at a given price lasts until the change in the price of the product published in the price list. The change is valid from the date indicated on the price list. Any buyer who does not agree with the change in the rules must stop purchasing. The changes do not affect previously concluded contracts (confirmed orders).

Contents, chapters:

- 1. General provisions**
- 2. Custom template design**
- 3. Blog, social media**
- 4. Limitation of Liability**
- 5. Copyright**
- 6. Newsletter**
- 7. Complaint handling**
- 8. Other**

1. General provisions

1.1. These Terms of Use and **General Terms and Conditions** apply to ordering products from TyToo Body Art Ltd. and using the Services on the Website.

1.2. The Company's company details and contact details are as follows:

Company name: TyToo Body Art Limited Liability Company

Headquarters, mailing address: 4064 Nagyhegyes, Ady Endre utca 10. HUNGARY



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HUNGARY, Debrecen
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Customer service, personal collection and administration: 4025 Debrecen, Nyugati str. 5-7. 9. building, HUNGARY

E-mail: sales@tytoo.hu

Phone: + 36 (20) 290-32-19

Company registration number: 09-09-012453

It is kept by the Registry Court of the Debrecen General Court

Tax number: 13702599-2-09

Contract language: English, the contract is prepared by TyToo Body Art Ltd.

1.3. The data and contact details of the Operator's hosting provider are as follows:

Company name: Tarhely.Eu Szolgaltato Kft.

Availability: +36 1 789 2 789; support@tarhely.eu

Head office: 1144 Budapest, Ormansag str 4. HUNGARY

1.4. By viewing the Website or making a purchase or using the services (with any of the behaviors listed here), a contract is concluded between the Operator and the user of the Website in accordance with these GTC. You, as the user of the Website (hereinafter: User), are obliged to accept the terms and conditions of these GTC. If you do not accept any of the provisions of the GTC, you may not use the site.

1.5. The Operator shall use the personal data required for the use of the Website and the service provided by the Website only to the extent necessary for the proper provision of the service, in accordance with the Privacy Policy on the website.

2. Custom template design

2.1. In case of individual template design, the Operator gives the User an individual offer regarding the detailed conditions. The contract between the Parties shall be concluded by accepting the offer in accordance with the terms of the offer and its confirmation.

2.2. With any content or activity provided by it (such as uploaded on the Website or transmitted to the Operator), the User may not infringe the rights of third parties, in particular the copyright or related rights, personal data or images or trademarks. When providing the content, the User is obliged to make sure that he is entitled to upload the content without restriction or further approval from third parties and that the upload or content does not infringe the rights, legitimate interests and otherwise illegal, therefore the User is solely responsible., the Operator does not.

3. Blog, social media

3.1. In the comments under the blog posts and on the operator's social media interfaces, the User is obliged to refrain from any act or conduct that is illegal, criminal or other violation, violates the rights or legitimate interests of other Users, the Service Provider or other third parties, threatens, defames,



contains obscene, vulgar, defamatory, violent, prohibited advertising, misleading, unethical, or conducive conduct, in particular from uploading or transmitting such content or material to the Website or social media, making an offer to do so, or accepting such offer.

3.2. The Operator does not control the information and content that it only transmits, stores and makes available, nor does it look for facts or circumstances that indicate the continuation of illegal activity. The Operator shall not be liable for any damage caused to a third party by the information provided by another person in violation of the law. As soon as the Operator (e.g., on the basis of a report) becomes aware of any illegal conduct related to the information or that the information violates the right or legitimate interest of anyone or conflicts with these GTC, it shall immediately take action to remove the information or does not provide access.

3.3. Otherwise, the terms of use of each social media interface shall be applied.

4. Limitation of Liability

4.1. There may be misspellings on the Website, such as incorrect price indications, the Operator is not responsible for the published data, reserves the right not to accept the order and not to conclude a contract in such a case, or to withdraw from it in case of concluding the contract.

4.2. The colors of each product may be displayed differently on the user's computer, so the Operator is not responsible for the complete match of the colors.

4.3. Purchasing on the Website presupposes that the customer is aware of and accepts the possibilities and limitations of the Internet, in particular with regard to technical performance and possible errors.

4.4. The Website shall not be liable in any way for the items listed below, for any reason:

- Failure to receive or change any data sent and / or received on the Internet.
- Any malfunction in the Internet network that prevents the Website from operating smoothly and making purchases.
- Any failure of any receiving device on the communication lines.
- Loss of any letter sent in non-recommended or return receipt form, whether received in paper or electronic form, but especially any data.
- Improper operation of any software.
- Consequences of any program error, extraordinary event or technical error.

4.5. The Website shall not be liable on any grounds, for any direct or indirect damage, caused by connecting to the Website store or viewing the Website.

4.6. User is fully and unlimitedly liable for any damages resulting from the provision of another person's personal data or its publication on the Website. In such a case, the Operator shall provide all assistance to the acting authorities in order to establish the identity of the infringer.

5. Copyright

5.1. The copyright of all content (text, article, product information, information, present GTC, etc., illustration, trademark, image, other information or data) on the Website belongs to the operator of



the Website without any limitations in space and time, these rights are reserved by the Operator. In particular, the content downloaded from the Website may not be used, reworked, copied, etc. for purposes other than purchasing on the Website. In the event of an infringement of the copyright and other rights of the Website or a breach of this Agreement, it shall immediately initiate legal proceedings against the infringer. By using the Website, the user accepts that copying the content of the website or using it for a purpose other than that specified here is considered an infringement (violation of these GTC) even if it may not be protected by copyright.

5.2. The Operator reserves the right to initiate proceedings before courts or authorities against any person who commits or attempts to commit an infringement using the Website. The Operator shall not be liable for any infringement committed by a third party to the detriment of any user or customer.

5.3. In the event of any violation of the use of the site or the site, or any breach of interest to the Operator, the Operator is entitled to suspend the User's registration with immediate effect, and to delete his personal and other data and registration. Data may continue to be processed for the purposes of infringement or tort proceedings. The Operator is not obliged to notify the User about the above steps.

5.4. The Website or any part of it may be displayed on other domains, for example as a framed application, as part of its own pages, only with prior written permission.

5.5. The Website on which the link to the Website is placed may not give the impression that the operator of the Website recommends, supports the use or purchase of a service or product sold or offered on that Website. The Linking Website may not contain false information about the legal relationship between the Website and the Linking Website and the Website. The Website will oppose the use of any link to it that is detrimental to the reputation and interests of the Website.

6. Newsletter

6.1. Users have the opportunity to subscribe to the Operator's newsletter during their registration or later during the use of the site. Subscribing 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 him at intervals specified by the Operator.

6.2. The user can unsubscribe from the newsletter at any time.

7. Complaint handling

7.1. The address, telephone number and e-mail address that can be used to report and contact complaints are indicated above.

7.2. The customer may report the complaint orally (in person or by telephone) or in writing at the contact details of the Website. It does not qualify as a complaint if the customer requests information or a resolution in connection with the operation and activities of the Website.

7.3. The Website will immediately investigate the verbal complaint and remedy it as necessary. If the customer does not agree with the handling of the complaint, or if it is not possible to investigate the complaint immediately, the Website shall immediately take minutes of the complaint and its position, provide a copy to the customer and otherwise proceed as follows.

7.4. The Website will respond in writing (including electronically) and by telephone within thirty days, unless otherwise provided by law. A complaint submitted in this way will be assigned a unique



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identification number by the Website. The Website also attaches a record of the complaint to the response. The recorded complaint must include the complainant's name, address, and a description of the complaint. The company is obliged to justify its position rejecting the complaint and to draw the buyer's attention to the possibilities of legal remedies. He must keep a copy of the reply for five years and present it to the inspection authorities on request. The minutes recorded by the Website contain the CLV of 1997 on consumer protection. Act No. 19/2014 (IV.29.) Ministry of National Economy on the notification of consumer warranty claims. the information required by this Regulation.

7.5. Remedy: The consumer is also entitled to apply to a conciliation body. The Conciliation Body competent according to the registered office of the Website is the Hajdu-Bihar County Conciliation Body (registered office: H-4025 Debrecen, Petöfi ter 10. HUNGARY; place of administration: 4025 Debrecen Vorosmarty str. 13-15. HUNGARY; telephone: +3652500710, +3652500745, fax: +3652500720, e-mail: bekelteto@hbkik.hu). Contact details of other conciliation bodies and further information can be found at the following link: <https://mkik.hu/a-bekelteto-testuletek-teruleti-honlapjai>

8. Other

8.1. If any provision of these GTC is found to be invalid by a court, the invalidity shall not affect the validity of the other provisions, they shall remain valid.

8.2. An online dispute resolution platform developed and operated by the European Commission, which can be used to resolve disputes, is available at the following link: <http://ec.europa.eu/odr>, together with the terms of use of the platform.

8.3. By using the Website, you represent that you understand, acknowledge and agree to the terms of use.