

## GENERAL CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions (“GCTC”) laid down herein shall govern the use of the products/services specified on the websites

magichotbrush.hu,magiciron.hu,magiccurly.hu,magicwind.hu,gozoloshajvasalo.hu

(hereinafter referred to as “Homepage”), that can be purchased, as specified in Section 2 of this GCTC.

### 1. THE DATA OF THE SERVICE PROVIDER

The data of the company selling the products/services:

EASY GROUP KFT.

Registered seat : ~~H-3043 Egyházasdengeleg, Rakoczi út 40.~~, H-3128 Vizslás, Kossuth Lajos utca 73.

Company registration number: 12-09-008271 (registered by the Court of Registration of the General Court of Balassagyarmat – 2012/11/26)

Main activity: Retail sale of medical and orthopaedic goods in specialised stores

Tax number: 24179948-2-12

Statistical code: 24179948-4774-113-12

Bank account number: OTP Bank 11713081-20012924-00000000

Represented by: Csaba Fehér, Managing Director

Phone number:+36 20 665 65 65

Email: info@magichair.hu

Electronic customer service: info@magichair.hu

Phone customer service:+36 20 665 65 65

Hereinafter referred to as “Service Provider”.

### 2. DESCRIPTION OF THE SERVICES/PRODUCTS

2.1. The material scope of this GCTC shall cover the following products/services appearing on the Homepage:

Magic Iron

Magic Wind

Magic Curly

Magic Hot Brush

2.2. The Service Provider is the owner or the exclusive distributor of the above products in Hungary.

2.3. More details on the combinations of products/services, their main attributes and characteristics, are to be found on their respective information subpages.

2.4. The Service Provider regularly updates the information presented on the Homepage regarding the products/services and spares no effort to make sure that the information so presented is accurate and up-to-date; without, however, accepting liability for any inaccuracy or typing error. 2.5. The Magic Bright test package is a product that can be chosen at data reconciliation,

to which coupons or other preferential terms and conditions do not apply. It is not taken into account in regard to any value limit in any promotional campaign either.

### 3. THE ORDERING PROCESS, THE TERMS AND CONDITIONS OF PURCHASE

3.1. Any natural person of age, with capacity to act and any legal person has the right to order any of the products/services offered on the Homepage (hereinafter referred to as “Buyer”).

3.2. Buyers may order any of the products/services even without prior registration. To do so, they must specify their personal data (name, email address and phone number) as well as their mailing (home delivery) data (postal code, city, address).

3.3. When submitting an Order the Buyer must – through implication by conduct, i.e. by ticking the relevant checkbox – accept the General Contract Terms and Conditions (GCTC)

and the Privacy Policy, thereby declaring that they accept the stipulations laid down in this GCTC and the Privacy Policy, as binding on themselves.

3.4. The Buyer can finalise their order by clicking on the relevant button (“Place Order”).

By finalising the order the Buyer declares that they intend to purchase the products/services concerned, commits to pay the purchase price and expressly requests that the Service Provider starts to perform the contract. The Buyer has the right to withdraw from the contract within 14 calendar days of the date of the takeover of the product, which the Service Provider shall accept and proceed accordingly. Moreover, the buyer may also exercise their right of withdrawal during the period between the conclusion of the contract (placement of the order) and the takeover of the product. The right of withdrawal shall not be exercised in the case of capsules, effervescent tablets, dietary supplements and hair care products (shampoos, balms, sprays, hair end care products) once the product has been opened and used.

3.5. The products specified in the order submitted by the Buyer are delivered by our contracted

couriers to the address given by the Buyer. The expected delivery time in Hungary is – provided the product is on stock – 1-3 working days (from the date of the order), but not more than 5

working days. Any other delivery time will be specifically indicated by the Service Provider. Delivery is free of charge in the case of certain products and package offers, or HUF 1,000 in Hungary, or HUF 2,000 abroad, in the case of other products. This is indicated by the Service Provider on the Shopping Cart subpage (once the User has placed the products in the Shopping Cart). The Service Provider may modify these prices at any time, of which it will inform its Buyers in good time.

3.6. Moreover, the Service Provider offers a special form of delivery called One-Day Delivery / Magic

Shipping, which is independent of any value limit, for an extra cost of a gross amount of HUF 499. One-Day Delivery counts towards the promotional value limit. This service can be ticked off in the

data reconciliation form by 12:40 p.m. If the courier service manages to make an attempt, the products ordered with this service will be delivered on the next working. If the courier service cannot attempt to deliver within one working day, the products purchased with One-Day Delivery, you will be kindly asked to contact us at [info@magichair.hu](mailto:info@magichair.hu). After the notification of the problem our Customer Service reviews it and if it is accepted as justified, the customer service asks for the Buyer's bank account and refunds the amount of the fee for the extra service, that is, HUF 499. 3.7. Accordingly, an electronically transmitted order is regarded as a legal declaration regarding the conclusion of a contract.

3.8. After the receipt of an order the Service Provider may send newsletters to the Buyer. Through the hot link to be found in the footer of the newsletters so sent can easily and quickly unsubscribe from such newsletters.

3.9. The deadline for redeeming the VIP0617 coupon is 11:59 p.m., 22.06.2021. The VIP promotional coupon provides a 5% discount off the product packages' prices, above HUF 10,000. The discount does not apply to the price of the home delivery services. The items affecting the value threshold for coupon redemption include: Package offers, products, Magic Bright test package, standard home delivery, One-Day Delivery placed in the shopping cart.

#### 4. CONCLUSION OF THE CONTRACT

4.1. The Service Provider registers the receipt of the Buyer's order electronically. The Service Provider will accept an order if the Buyer has filled out all of the fields required for the placement of an order, accepted the Terms and Conditions of Use, this GCTC and the Privacy Policy by implication, the data are true and valid and the Service Provider is capable of executing the order. The Service Provider will send a confirmation of the receipt and acceptance of the Buyer's order.

4.2. The contract will be concluded when the Service Provider's confirmation of its receipt of the order becomes accessible for the Buyer in an email message.

4.3. The contract concluded between the parties shall be regarded as an electronically executed

distance contract, which is equivalent to a written contract. The contract will not be printed and filed by the Service Provider in a paper-based form, therefore it will not be subsequently available in a paper-based form. The language of the contract is Hungarian.

4.4. The Buyer may print the electronic order form, confirmation email, the Contractual Terms and

Conditions (GCTC), the Privacy Policy and the order confirmation or save them on any other permanent data carrier to enable them to subsequently display the contract electronically concluded between the parties.

4.5. Under the contract concluded between the parties the Buyer must pay the consideration and the Service Provider must deliver the products/services.

4.6. It is possible for the Buyer to correct any error in the data provided when submitting the order. Such intent shall be notified to the Service Provider through any of the contact details

specified in Section 1 hereof.

4.7. The contractual relationship between the parties is made up of this GCTC, the individual contract concluded between the parties electronically, that is, the order transmitted by the Buyer and the

Service Provider's confirmation of its acceptance of the order; the provisions laid down in these shall apply to the legal relationship together.

4.8. The Buyer's general contractual terms and conditions, if any, shall not apply to the legal relationship between parties.

4.9. If the Buyer has a tax number, it must be entered in the relevant field in the data reconciliation form. By not filling out the "tax number" field the buyer declares that they are a natural person and are not a taxpayer for the purposes of the relevant Hungarian legal regulations.

4.10. If the Buyer is not a natural person, they may request an invoice, suitable for claiming VAT return, for which they need to specify the data of their business.

4.11. The declaration on the conclusion of the contract between the Service Provider and the Buyer entails a payment obligation.

## 5. PURCHASE PRICE

5.1. On its homepage the Service Provider specifies the current gross price (net price plus VAT)

of each of its products and package offer. The unit prices are also shown in the case of every product and package offer as well as in the data reconciliation phase preceding the finalisation of the order.

5.2. All prices are in HUF. Any promotional (also gross) price of any product will also be specifically indicated. Any promotional price will only be valid during the relevant promotional campaign.

5.3. The Service Provider may freely exercise its right to change the price of any product/service.

Changes appearing on the Homepage take effect when they appear on the Homepage; they do not affect the prices of products already ordered. Should, in spite of the Service Provider exercising all due care, a wrong price appears on the Website, including, in particular, clearly erroneous prices or ones that have appeared as a consequence of a system error, the Service Provider will not be obliged to deliver the product concerned for the wrong price. In this case the Service Provider may offer delivery for the correct price, in view of which the Buyer may withdraw from the purchase.

5.4. The list price of the products appearing on the webpage is the prevailing retail base price, which is often different from the prices appearing in the Marketplace (e.g. because of various discounts). Both in the Marketplace and in the package offer boxes the difference between the relevant list price(s) and the current discount price is shown as saving, both as a percentage rate and an amount. The products' list prices are shown in the following ways:

Marketplace: if NO discount is available for the given product, the price shown is the same as the list price.

Marketplace: if discount IS available for the given product, the list price appears in the form of a crossed-out number next to the product.

In the case of package offers (including special offers): the list price details window appears after clicking on the question mark icon next to the crossed-out list price aggregate. The prices and the aggregate price shown in that window show the amount the given products would cost if they were sold at list price.

5.5. Special offer

5.5.1. If you choose from our general package offers or products and the value of the products in your shopping cart exceeds HUF 5,000, our personalised Special offers will be shown on the data reconciliation page.

5.5.2. Not more than 3 of each of the offered products may be placed in your shopping cart at the price indicated under the product.

5.5.3. In case you are using a discount coupon for your purchase as a result of which the

total value of the items in your shopping cart is below the HUF 5,000 limit (in which the amount of the special offers is not taken into account) the special offer will not apply. The use of a coupon does not alter the purchase price of the special offer.

## 6. TERMS OF PAYMENT

6.1. The purchase price of the products being purchased can be paid in the following ways:  
cash on delivery, to the courier in advance through OTP SimplePay in the case of orders from abroad payment in advance through OTP SimplePay or PayPal

6.2. The Service Provider issues an electronic invoice and attaches it to the package. The Buyer

may request their invoice in an electronic form as well. To do so, the Buyer has to contact the Service Provider at any of the contact details listed in Section 1.

## 7. PROVIDING FOR THE DELIVERY OF THE PRODUCTS

7.1. The Service Provider must – in the case of both payment by cash on delivery and payment by transfer in advance, after confirmation of the order – have the product specified in the invoice as quickly as possible to the delivery address specified by the Buyer (it is expected to take 1-5 working days). In case this is not possible for any reason whatsoever, the Service Provider shall inform the Buyer about this fact as quickly as possible.

## 8. RIGHT OF WITHDRAWAL/ TERMINATION

8.1. The Service Provider informs the Buyer that pursuant to Section 20 of Government Decree No. 45/2014 (II. 26.) on the detailed rules on contracts between consumers and businesses ("Government Decree") the Buyer has the right to withdraw from the order without having to specify reasons, within 14 days of receipt of the package. Moreover, the Buyer may also exercise their right of withdrawal during the period between the conclusion of the contract (placement of the order) and the takeover of the product.

8.2. The right of withdrawal shall not be exercised in the case of capsules, effervescent tablets and hair care products (shampoos, balms, sprays, hair end care products) once the product has been opened and used. The Service Provider may request compensation for the depreciation stemming from use in the case of other products.

8.3. In case the Buyer wishes to exercise their right of withdrawal/termination, they shall deliver

their clear and unambiguous declaration of their intent of withdrawal/termination (e.g. in a letter delivered by post or electronically) to the Service Provider's address specified in Section 1 hereof. For this purpose the Buyer may use, for example, the withdrawal/termination declaration form as per Annex 2 to the Government Decree.

8.4. The Buyer must return the product to the company immediately, but within a maximum of

14 calendar days from the communication of withdrawal. The product concerned shall not be returned to the company in person. In case the Buyer opts not for the least expensive customary way of shipping, the Company shall not be obliged to bear the resulting extra cost upon the Buyer's withdrawal.

8.5.

The Buyer exercises its right of withdrawal/termination if they send their declaration of withdrawal/termination before the above deadline, for which they can find a template here.

8.6. If the Buyer withdraws from the contract and returns the complete package, the Service Provider

will refund the whole of the amount paid by the Buyer as consideration immediately, but within a maximum of 14 days of receipt of the package so returned. In case the Buyer does not return all of the items purchased in the package, the Service Provider will only refund a proportional part of

of the price of the package. In making the refund the Service Provider will apply the same payment method which was used in the original transaction unless the Buyer expressly consents to the

application of another payment method; the Buyer shall bear no extra cost that may be incurred in the use of such different payment method. The cost of returning the product shall be borne by the buyer; the Service Provider will not accept a package with cash on delivery. If a product was delivered by mistake or if a damaged product was delivered, the cost of returning will be refunded to the buyer, in any other case it will be borne by the buyer.

8.7. If the Buyer exercises their right to a cash refund, they shall return the entire package they have ordered in full even if they only have problems with a single product.

In case the Buyer does not return the complete package, we cannot refund the entire purchase price in full.

8.8. The product(s) at issue must also be returned by post even if the Buyer withdraws from

the purchase or requests replacement, to the following address: EASY GROUP KFT. H-3128

Vizslás, Kossuth Lajos utca 73. The original or a duplicate copy of the invoice and the guarantee ticket, if any, must also be returned together with the package.

## 9. WARRANTY FOR MATERIAL DEFECTS, PRODUCT WARRANTY, GUARANTEE

9.1. In the case of defective performance the Buyer has the right to make a claim against the Service

Provider under the warranty for material defects, as specified in the Civil Code.

9.2. In case the Buyer detects defective performance, e.g. the package does not contain any particular product listed in the invoice, they may request the Service Provider to

replace the package. A product ordered to be delivered in Hungary can only be replaced in Hungary – we cannot send replacement to an address abroad in such cases.

9.3. In case a product sent in a package is damaged (scratched, broken, defective, incomplete,

technically faulty) or is in the package by mistake, the Buyer may notify this fact to the Service Provider who will replace the product with a flawless one as quickly as possible after receipt of the returned product. This will generally take 4-5 working days after receipt of the faulty product, unless

the product is out of stock, in which case the time required for replacement will also depend on placing an order with the manufacture and its delivery. In this case the Service Provider will inform the Buyer of the delay in the sending of the replacement product. If a product was delivered by mistake or if a damaged product was delivered, the cost of returning will be refunded to the buyer. We can hand over the originally ordered product to the courier service when the product sent by mistake has been delivered to our warehouse.

9.4. If the Service Provider cannot, as specified above, execute the repair/replacement requested by the Buyer, the Buyer may request a proportional refund of the product's price.

9.5. The Buyer must notify the defect immediately upon detecting it, but within a maximum of 14

days of its detection. After the end of the 2-year limitation period following performance of the contract, the Buyer can no longer exercise its rights under the warranty for material defects. 9.6. The Buyer shall return the faulty product/product complained about as quickly as

possible but within a maximum of 14 days by post to the Service Provider's address specified in Section 1.

9.7. The Service Provider advises the Buyer whether there is a valid guarantee/

warranty period for the various products and clearly indicates this on each. The Service Provider will not deliver to the Buyer any product with a warranty expiration date preceding the date of the order date.

9.8.

After the receipt of a product for which the issuance of a guarantee ticket is a mandatory requirement (Magic Wind ionic hair dryer, Magic Steaming Iron steam hair iron, Magic Curly hair curler) we issue a guarantee ticket (guarantee letter) with the content elements prescribed by law, along with information regarding the guarantee we provide regarding the purchased product, including the duration of the guarantee period. The Buyer can download the guarantee ticket from [www.magichair.hu/garancia](http://www.magichair.hu/garancia), using an individual code, which will be sent in the email confirming receipt and acceptance of the order and in the invoice. By entering the individual code the Buyer can view and download the ticket. If the order was placed online, the service provider will provide you with the guarantee ticket (by making it downloadable) within 2 working



days of your receipt of the ordered product; if you ordered by phone, you will find it in the package. The guarantee ticket will be automatically filled out. The service provider suggests you keep the guarantee ticket and the invoice during the guarantee period.

9.9. If ordered by phone, the guarantee ticket of your hair dryer, hair iron or hair curler will be placed in the package sent to you. The Service Provider suggests you keep the guarantee ticket and the invoice alike.

## 10. CONSUMER COMPLAINTS, COMPLAINT MANAGEMENT

### 10.1.

The Buyer may notify any complaint to the Service Provider's customer service by phone (+36 20 665 6565) between 9.00 a.m. and 5.00 p.m. from Monday to Friday or by email (info@magichair.hu), providing data suitable for identifying the product/service concerned and an accurate description of the subject of the complaint.

10.2. The Service Provider shall substantively answer the written complaint and communicate it to the Buyer within thirty days of its receipt. If the Service Provider rejects the complaint, it shall specify its reasons for doing so.

10.3. If the Buyer disagrees with the management of their complaint, the parties shall prepare a record of the complaint, containing the following details:

the Buyer's name and address of residence, the place, time and way of the communication of the complaint, a detailed description of the Buyer's complaint and a list of the records, documents and other pieces of evidence presented by the buyer, the Service Provider's declaration regarding the Buyer's complaint if it can be promptly investigated, the signature of the person drafting the record and – with the exception of an oral complaint communicated by phone or by any electronic communications service – the Buyer, the place and date of the drafting of the record,

in the case of an oral complaint communicated by phone or by any electronic communications service, the individual ID number of the complaint.

10.4. If the complaint is dealt with in any way other than as requested by the Buyer, its justification must be entered in the record. A copy of the record must be handed over to the Buyer. If at the time of the receipt of the complaint the Service Provider cannot say whether the Buyer's request can be fulfilled, it must communicate its standpoint on this to the Buyer within a maximum three working days.

10.5. The jurisdiction of the conciliation board shall include the out-of-court resolution of any dispute between the Buyer and the Service Provider regarding the quality and/or safety of the service, the application of the product liability rules or the conclusion and performance of the contract between the parties (hereinafter referred to as

“consumer dispute”): including making attempt to bring the parties to an agreement, and in the case such attempt fails, making a decision on the matter to ensure simple, quick, efficient and cost effective enforcement of the

consumers’ rights. The conciliation board gives advice – at the Buyer’s or the Service Provider’s request – concerning the Buyer’s rights and obligations. Transactions concluded with the Service Provider shall, primarily, fall within the competence of the conciliation board having jurisdiction over the place of residence of the Buyer. In the absence of such the conciliation board having jurisdiction over the registered seat of the Service Provider, that is, the independent Budapest Conciliation Board operating alongside the Budapest Chamber of Commerce and Industry (registered seat: H-1016 Budapest, Krisztina krt. 99. III. em. 310., mailing address: H-1253 Budapest, Pf.: 10., email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu), fax: +36 (1) 488 21 86, phone: +36 (1) 488 21 31).

The Buyer may turn to this organisation to have its disputes with the Service Provider settled.

Moreover, the User may – as specified

in Article 14 of Regulation (EU) No 524/2013 – resort to the Union’s online dispute resolution platform at:

<https://ec.europa.eu/odr>. The service provider hereby assures the Buyer that it collaborates with the above dispute resolution platform of the EU.

## 11. LIMITATION/EXCLUSION OF THE SERVICE PROVIDER’S LIABILITY

11.1. The Service Provider shall take all reasonable actions to guarantee the safe and secure

operation of the Homepage but it will accept no liability whatsoever for any loss or damage caused by any circumstance beyond the scope of its control, unforeseeable at the time of the conclusion of the contract, in the case of which the Service Provider could not be expected to avoid the circumstance concerned or fend off the loss or damage.

11.2. The Buyer shall be liable for any damage or fault occurring in their computer and/or for any loss of data, including those caused by computer viruses.

11.3. The Service Provider limits its liability to pay compensation as a result of its defective performance – apart from consumer contracts – as follows:

- a) the Service Provider precludes its liability for any damage or loss resulting from defective performance in the form of lost profit as well as for any consequential loss or damage and nonmaterial damage;
- b) the Service Provider’s liability shall be limited to the price of the product concerned and/or the services relating thereto.

11.4. The Buyer acknowledges that they make their decision on, and

execute, the purchase at their exclusive risk. The Service Provider will accept no liability whatsoever for any decision taken by the Buyer on the basis of the products/services and/or for any resulting loss or damage.

11.5. The prices of the products/services have been set in view of the above exclusion/limitation

of the liability – *inter alia* – which the Buyer accepts.

## 12. RULES ON DATA PROCESSING

The personal data provided by the Buyer will be recorded, stored and transferred only for specific purposes, including the performance of the contract, for subsequent use in order to prove the execution and content of the contract and for other purposes with the Buyer's prior approval (e.g. sending newsletters). The detailed rules governing data processing and protection are laid down in the Privacy Policy.

## 13. OTHER PROVISIONS

13.1. All data and information to be found on the Homepage, as well as the design and structure of the Homepage, the databases and software operating it, along with the domain name, are under legal protection; its use for any purpose requires the rightholder's prior written consent.

13.2. The Service Provider has the right to unilaterally modify this GCTC. The Service Provider shall disclose the modified GCTC by posting it on the Homepage, which it will notify to the registered Buyers in newsletters as well. The modified GCTC will enter into force after its disclosure. The Buyer's continued use of the products/services even after the effective date of the amendments to the GCTC shall be regarded as having accepted those modifications as binding on them, by implication.

13.3. Any modification relating to the contract concluded between the parties must be transmitted by one party to the other in writing or by email.

13.4. The language of this GCTC and the contracts concluded between the parties is Hungarian. Any content translated into any foreign language appearing on the Homepage is only for the information of Buyers; in the case of any difference between contents in different languages the Hungarian language content prevails.

13.5. In the case of any dispute stemming from the contracts concluded between the parties the parties shall submit to the exclusive jurisdiction of the Central District Court of

Pest. 13.6. The Service Provider informs the buyer that there is no code of conduct

pertaining to its activity which it would recognise as binding on itself and nor does any code of conduct as per the act on the prohibition of unfair commercial practice against consumers that would be binding on the Service Provider exist.

13.7. Matters not regulated in this GCTC or in the individual contract concluded between the parties

shall be governed by the relevant provisions of the Terms and Conditions of Use, Act V of 2013 on the Civil Code (hereinafter referred to as "Civil Code"), Act CVIII of 2001 on Electronic Commerce and on Information Society Services (hereinafter referred to as "Electronic Commerce Act"), Government Decree No. 45/2014 (II. 26.) on the detailed rules on contracts between consumers and businesses along with other effective Hungarian pieces of legislation.

13.8. The Buyer shall refrain from attempting to intrude, without authorisation, the closed area of the Homepage, the Service Provider's servers and networks or any other computer system or network linked to the Homepage.

14. HOSTING SERVICE PROVIDER Servergarden Kft.

H-1023 Budapest, Lajos utca 28-32

info@servergarden.hu

+36 1 432 3133

15. SIMPLEPAY

The websites of the Payment Acceptor:

- magichotbrush.hu
- magiciron.hu
- magiccurly.hu
- magicwind.hu
- gozoloshajvasalo.hu

Description of the data transferred by the merchant: email address.

I acknowledge that my following personal data, stored by the controller EASY GROUP KFT.

(registered seat: H-3128 Vizslás, Kossuth Lajos utca 73. ) in its Homepage user database will be transferred to OTP Mobil Kft. (H-1143 Budapest, Hungária körút 17-19.) as processor. The

types of data to be transferred by the controller: email address. The nature and purpose of the data processing activity performed by the processor can be viewed in the SimplePay Privacy Notice,

at:

<http://simplepay.hu/vasarlo-aff>

Budapest, 10.05.2022