

General Terms of Contract

1. The purpose of the website's general terms of contract

The provider has issued the present general terms of contract (hereinafter referred to as: **GTC**) in order to provide herein in detail for the terms and conditions in connection with the services and the use of the website contemplated herein, the rights and obligations of the provider and the user and other, substantial circumstances related to the services of the website. The terms of contract of the website contain the general terms and conditions of the legal relationship to be established between the provider and the user in a contractual relationship with the provider.

2. General information

The present GTC provide for the rights and obligations of Hungarian Lesson with Zsuzsi Kft.(hereinafter referred to as: **Provider**) and the party (hereinafter referred to as: **User**) using the electronic commercial services offered by the Provider on the website www.hungarianlesson.eu (hereinafter referred to as: **Website**).

Concerning private lessons and group seminars, the provider is Hungarian Lesson with Zsuzsi Kft.

For the purpose of these GTC, User shall be anyone who registers on the internet platform of the Provider and uses the services of the website. (Provider and User hereinafter collectively referred to as: **Parties**). The provisions of the GTC shall apply to any and all legal transactions and services established through and provided by way of the Website.

Services provided through the Website are regulated by the act No. CVIII of 2001 on specific issues of electronic commercial services, services related to information society (hereinafter referred to as: **ESA**), the government regulation No. 45/2014. (II.26.) on detailed provisions of contracts between consumers and undertakings (hereinafter referred to as: **CCR**) as well as the act No. V of 2013 on the Civil Code (hereinafter referred to as: **CC**). The provisions of the act No. LXXVII of 2013 on education of adults (hereinafter referred to as: **AEA**) shall apply accordingly to the legal relationship of the Parties.

Company name of the Provider: Hungarian Lesson with Zsuzsi Kft.

Registered seat of the Provider: 1215 Budapest, Árpád utca 10. B lház. 5. em. 130.

Tax code: 24331917-1-43

Court of registration: Metropolitan Tribunal

Company register number: 01-09-172558

Register number of adult educators: B/2020/004888

Phone: +36709484771

Customer service:

E-mail: info@hungarianlesson.eu – every day 0-24 hours

Phone: weekdays between 16:00 – 20:00 hours CET

Name of repository provider: Sybell Informatika Kft.

Address of repository provider: 1138 Budapest, Tomori utca 34. 2. emelet

E-mail address, phone of repository provider: info@sybell.hu, +36 1 707 67 27

The User shall declare by way of an express statement delivered in the course of the registration and the Order to have become familiar with and shall expressly accept the GTC.

Accepting the GTC is a precondition of the registration and the use of services provided via the Website.

The text of the GTC as amended is available continuously on the Website and in a downloadable format.

The Provider reserves the right to unilaterally amend the provisions of the GTC. The Provider shall publish the amended text at least 15 days prior to the entering into force on the Website and shall inform the User in electronic mail. In the event the GTC have been amended since the last sign-in by the User, the Provider shall inform the User on the changes upon entering the site.

The provisions of the amended GTC shall apply also to existing and effective contracts, unless the contract provides contrary to the amended provisions, the amendment may not be disadvantageous for the User with respect to contracts in force.

3. General terms of registration

Users declare being aware of their full liability, that data provided in the course of registration and made available to the Provider are true. The Provider reserves the right to delete the date upon registration if the authenticity of the data of registration is doubtful or non-interpretable and by way of doing so, to consider its obligation for service vis-à-vis the User null and void or to request further data from the User for validation of the registration, to contact the User.

4. Detailed description of the service

The Provider organizes and holds online and classroom languages courses for Users learning languages and seeking to learn languages from beginner's level up to advanced level, in form of private lessons or group lectures.

In order to participate in language lessons online, the User needs to have Zoom registration and internet connection of good quality. The lessons are held virtually, with the help of Zoom, through camera.

Within the study courses, the lecturer puts great emphasis on developing the speaking skills, if possible, only the language taught is used during the lessons.

Lecturers

Subject to the capacity of the Provider, the Users shall have the opportunity to choose their lecturer for private lessons.

Private lessons

Within the scope of private lessons, the Provider provides tailored language teaching for the User. In the course thereof, the lecturer shall assess the level of the language skill, motivation of the User.

The dates of private lessons shall be set by the User and the lecturer jointly.

The duration of private lessons is 60 or 90 minutes.

The cancellation of private lessons is possible up to 24 hours before the date thereof by way of a letter sent to the e-mail address info@hungarianlesson.eu along with providing the data of the User. In case of omission thereof, the lesson shall be considered performed, no refund of the fee of the lesson is possible.

The duration of the use of private lessons:

- maximum 3 months for 10 lessons packages,
- maximum 6 months for 20 lessons packages.

Group courses

Within the framework of group courses, the Provider provides language teaching to the Users in groups of no more than 10 persons. Duration of lessons in group courses: 90 minutes.

Prior to the start of the course, the Provider shall assess the level of language skills of the User and shall take this into consideration when compiling the group. Completing the level test is a precondition for starting the course. Users at completely beginner level shall be exempted from the level test.

The minimum duration of group courses shall be 2 months.

The date of group courses shall be set by the Provider in advance, prior thereto it shall negotiate regarding the date with the Users.

In case of group courses, missing a lesson shall be to the burden of the user, no refund of the lesson's fee and no cancellation is possible.

The Provider provides the opportunity to the User to make up for the missed lesson by way of an upgrading lesson for a separate fee.

Upon request by the User, the Provider shall issue a certificate in the data supply system of adult education (FAR) to confirm the completion of the learning course and shall make it available to the User as per request in electronic or paper-based format. The User may request the certificate up to 60 days after the end of the course, the Provider is not obliged to issue the certificate after 60 days.

5. Obligations of the parties

Provider shall be obliged:

- to hold the lessons at the designated dates, according to the best knowledge of the lecturer, on a high level of quality,
- to provide the User with the source materials (written and/or audio assistance material) necessary for the course in electronic way prior to the online lessons,
- to keep a digital attendance list and progress log,
- to register all lessons of the User,
- to inform the User at least 24 hours prior to the start of the lesson in case the lesson may not be completed at the designated time. In such event, the Provider shall engage a substitute lecturer, in the event such is not possible, it shall organize an extra lesson for the User at an agreed date,
- to provide adequate information to the User for the use of support materials, the timeline of the course, the scheduling, requirements of the learning material,
- to organize and evaluate a test at the end of the course.

The User shall be obliged:

- to cooperate with the lecturer and other participants in the group during the lesson and the course,
- to meet the payment obligations in a timely manner,
- to complete the closing test of the course within the deadline set by the lecturer, in case of online lessons via the „redmenta” app. In order to be able to participate at the highest level course, the User shall perform the test with a result of at least 60 per cent.

6. Establishing the contract between the parties

The service is available by electronic registration (order) on the Website, in a manner as provided for in the present GTC.

The application (offer) by the User is accepted by the Provider in a confirmation e-mail, in which it shall inform the User *inter alia* on the name, contact details of the undertaking, the establishing of the contract, the service ordered, its fee, the payment conditions, the right of termination of contract and the method of exercising such right.

By way of confirmation of the order, the contract between the parties comes into existence, which is registered by the Provider and is retained by the Provider in electronic format during the period it is in force and for 5 years after the termination thereof, during which it shall be accessible, traceable. The contract shall not qualify as a written contract.

The contract may be concluded in Hungarian and English language.

7. Order

A detailed description of lessons offered by the Provider is contained in the present GTC. Should any further questions by the User emerge in relation to the services, the customer service of the Provider is at their disposal for assistance.

Provider shall accept applications via the Website in case the User has completed all fields required for the application (order) as well as the entire application form. (If the User has completed a field erroneously or defectively, an error message shall indicate such error.)

User shall provide the following data on the form required for the application: natural personal identification data (name, name at birth, mother's name, date and place of birth), gender, residential address, e-mail address, phone number, highest graduation, citizenship, tax code (if applicable), social security number, in case of non-Hungarian citizen, if residing in Hungary, the name and number of document permitting residence, educational ID (if applicable). Users may prohibit forwarding of their natural personal identification data as per Section 15(1) letter a) sub-point ab) of AEA, regarding which detailed information is provided in the Data processing rules. Users acknowledge, that they must provide the above data to the Provider according to the provisions of the AEA, the prohibition thereof shall apply merely to the forwarding thereof to the public administration organ for adult education. In the event the forwarding of data is prohibited, the Provider shall not be able to issue a certificate on the completion of the training to the User.

Provider shall bear no liability whatsoever for any problem, error due to order data provided by the User erroneously and/or incorrectly.

Application (placing an order) is possible following sign-in after registration. Users may put the service selected to their *BASKET* by clicking the button *APPLY* indicated on the page providing a detailed description of the given service.

The content of the *BASKET* may be changed after clicking the link *BASKET* where the content of the *BASKET* may be changed, deleted. If the User has finalized the content of the *BASKET*, the data of the order may be checked, the invoicing details may be changed, the payment method may be selected and comments may be added to the order prior to sending the order on the summary page appearing after clicking the link *APPLY*.

From the summary page, by clicking the button *BACK TO BASKET* the User may change the content of the *BASKET* and other data once again, according to their demand. The order will be sent after clicking the link *SEND ORDER*.

Provider shall confirm to the User the arrival of the application (order) of the User in electronic form (e-mail) without delay. In the event this confirmation shall not arrive at the User within 48 hours after the offer (order) has been sent, the User shall be released from the binding offer or the contractual obligation.

Possibility of changing the order

After submission, the order may be changed freely and without consequences up to the commencement of performance, this is possible in electronic mail via the address info@hungarianlesson.eu.

The possibility of cancellation of the order is provided for in detail under clause 15 hereof.

8. Service fees

The Provider applies the following fees:

Fees of private lessons since 1st June 2025:

4500 HUF/ 60 minutes demo lesson

9900 HUF/60 minutes

15000 HUF/90 minutes

Fees of group courses:

The duration of the group, normal intensity course is 32 x 45 minutes, weekly 2x90 minutes, the fee thereof amounts to 65,000 HUF. (since 1st January 2024).

In case of small groups, intensive courses the price shall vary, subject to the number of participants in the group and the number of lessons. Users shall receive adequate information on this on the website.

Service fees include the expenses of written and audio assistance materials.

Service fees are indicated on the Website in Hungarian forints. Users can pay the fee of the Service in forint. If User shall transfer the service fee in a currency other than these two (HUF and EUR), any bank and other costs arising in connection with the exchange shall be borne by the User, whereas bank transfer fees shall at all times be borne by the User. User shall be liable that in case of transfer in a different currency the amount set by the Provider is fully credited to the Provider's bank account. The exchange shall be conducted at the exchange rate applied by the Provider's account holding bank.

Fees indicated are exempt from VAT. Provider shall charge no other costs beyond the fees above.

Provider reserves the right to change the fees, whereas any change shall take effect after publishing on the Website, at the date set out there and shall have no detrimental effect on fees of services ordered earlier.

9. Payment conditions

In case of private lessons, User shall pay the fees of 10 lessons in advance, in a single amount at the latest until the date of the first lesson.

In case of group courses the User shall pay the full amount of the fee of the training to the Provider in the course of order, on the basis of which the Provider shall hold a place in the group for the User.

Provider does not offer payment in installments to the User.

In the event in spite of any and all due care by the Provider the Website indicates a wrong price, with particular regard to self-evidently wrong price, e.g. a price significantly deviating from the price publicly known, generally accepted or estimated for the given service, potentially appearing as "0" HUF or "1" HUF due to a system error, the Provider shall not be obliged to render the service at the wrong price, but may offer service at the correct price, in knowledge of which the User may waive the intention to order.

10. Payment methods

Wire transfer: Following confirmation of the order, the User shall wire transfer the fee of the service ordered to the bank account of the Provider (Hungarian Lesson with Zsuzsi Kft.) with the number: HU58 104012135052708770901005 (HUF-account).

Payment via webshop: After order the User shall pay the fee of the service to the Provider via the webshop (stripe) system.

11. User's right of termination without cause, method of exercising such right and its consequences

Users qualifying as consumer have the right under Section 20 of the CCR to terminate the contract for service without cause within 14 days from entering into contract.

In the event the User has made an offer to enter into contract, User shall have the right to revoke such offer prior to entering into contract, which shall terminate the binding offer for entering into contract. The offer may be revoked by way of sending an e-mail to the address info@hungarianlesson.eu.

A request by the User whereby the Provider may commence the performance of the contract prior to the expiry of the deadline for termination without cause shall be expressly notified to the Provider. User has the possibility to do so on the application form completed in the course of the order as well.

User may exercise the right of termination by using the sample declaration provided by the Provider (available [here](#)), or by way of a clear statement by the User addressed to the Provider.

Users may notify their declaration of termination to the Provider by postal letter sent to the address indicated among the data of the Provider or via e-mail. The right of termination shall be deemed exercised in due course if the User's statement is sent prior to the expiry of the specific deadline. Users shall prove that they have exercised this right in compliance with the above.

If a User shall exercise the right of termination without cause after the commencement of performance, the User shall pay to the Provider a fee that is proportionate to the service rendered until the date of notification of the termination to the Provider. The proportionate amount payable by the User shall be calculated on the basis of the full amount of the service defined in the contract including taxes. In case the User shall prove, that the full amount established this way is exaggerated, the proportionate amount shall be calculated on the basis of the market value of services rendered until the date of termination of the contract.

In case the amount paid by the User until the commencement of performance is higher than the counter-value of the service rendered by the Provider, the parties shall be obliged to reconcile accordingly.

In the event the User shall terminate the contract prior to the commencement of the performance, Provider shall refund the full amount paid by the User in accordance with the applicable laws without delay, yet no later than within 14 days from becoming aware of the termination to the User.

Provider shall refund the amount owed to the User by using the payment method the User has applied for the payment. Upon express consent by the User, the Provider may use a different payment method to complete the refund, whereas the User may not incur any extra fees arising therefrom.

According to Section 29(1) of the CCR after the performance of the entire service the User may not exercise the right of termination, if the Provider has commenced the performance upon the express, prior consent by the User and the User has acknowledged that following the performance of the entirety of the service the right of termination shall forfeit.

The provisions under this clause shall apply only regarding Users (consumers) entering into contract outside of the scope of their economic or professional activities.

12. Other events of termination of contract

User shall be entitled to terminate the contract with immediate effect:

- in case the Provider shall not perform the education activity undertaken, fail to hold the lessons at the designated dates and shall not inform the User thereon in advance,
- in case the reason in Section 13/A(2) of the AEA has occurred which shall be credibly evidenced by the User simultaneously with the termination.

The Provider shall be entitled to terminate the contract with immediate effect:

- in case the User fails to meet payment obligations in due course and fails to meet the obligation in spite of a notice by the Provider,
- User fails to attend the lessons 4 (four) times in a row and fails to inform the lecturer thereon.

Termination under this clause shall be properly justified by the User and the Provider and notified to the other party in writing.

In case of failure by the User to perform the payment obligation, the Provider shall send to the User on one occasion a payment reminder in writing. Should this remain unsuccessful, the Provider shall be entitled to terminate the contract with immediate effect.

In the event of a lawful termination by the User with immediate effect, the User shall be entitled to reclaim a proportional part of the fee paid and not covered by the service.

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13. Liability

Users may use the Website at their own risk only and accept, that the Provider shall not assume any liability for pecuniary and non-pecuniary damages arising during use.

Provider excludes any and all liability for the conduct by the users of the Website.

Users shall be fully and exclusively liable for their own conduct, Provider will fully cooperate with the authorities in charge for the purpose of uncovering any potential infringements.

Provider excludes its liability for all damages that may not be foreseen and arise due to unavoidable external reasons (e.g. force majeure).

The Provider excludes its liability for consequential damages.

The pages of the service may contain connection points (links) that lead to the websites of other providers. Provider shall assume no liability for the data protection practices and other activities of such providers.

Provider assumes no liability for any suspension of operation of the Website for whatever reason, neither vis-à-vis the visitors, nor vis-à-vis the Users, for any potential damages arising from a complete halt of operation, from changes, for any other defects occurring for reasons out of its scope, for any potential damages incurred by the User arising from the use of the services. Users shall bear any and all risks and liability related to the use of the service, including *inter alia* the risk of damages and other losses to the computer system of the Users caused by malware made accessible or available by other users by way of the service (e.g. viruses, bugs) as well as damage incurred by the Users and caused to third parties in the course of use.

In the event any activity in connection with the use of the Website is not permitted as per the law of the state of the User, the User shall bear exclusive liability for the use.

14. Copyright

Republication, storage in a database of any content of the Website is only allowed with the prior written permission by the Provider. Content and formal parts of the Website may not be used with changes even in possession of the publishing permission. The use of elements belonging to the visual appearance of the Website shall require the prior permission of the Provider.

15. Contact, processing of complaints, dispute resolution

In the course of performance of the contract, contact between the User and the lecturer – outside of lessons – shall be maintained via e-mail. The lecturer shall answer only the questions raised by e-mail, shall disregard queries submitted via the social network page and other forums. The lecturer shall send the answers within 2 workdays, during business hours.

Provider informs the User, that there is no code of conduct as per the act on unlawful commercial practices towards consumers in place.

Options for enforcement of rights

Users may submit to the Provider their complaints regarding the conduct, activity or omission by the Provider orally or in writing.

Users may submit their complaints to the following customer service in relation to both Zsuzsanna Ürögdy individual entrepreneur holding private lessons, and Hungarian Lesson with Zsuzsi Kft. organizing group courses.

Customer service (Client service)

Address: 1215 Budapest, Árpád utca 10. B lház. 5. em. 130.

Phone number: +36709484771

Telephone customer service: weekdays from 16:00 to 20:00

Contact person: Koterle-Magasházi Virág

e-mail: info@hungarianlesson.eu

Mandatory reply time for queries submitted via e-mail: 2 workdays.

Oral complaints shall be investigated and remedied by the Provider immediately. If the User disagrees with the handling of the complaint or an immediate investigation of the complaint is not possible, the Provider shall prepare a protocol on the complaint and its standpoint to that extent immediately and shall

- a) provide the User with a copy thereof in case of oral complaint submitted in person,
- b) send it to the User within no later than 30 days along with a reply as to the merits in case of oral complaints submitted via telephone or other electronic broadcasting service, otherwise it shall proceed in accordance with the provisions on written complaints.

Oral complaints submitted via telephone or other electronic broadcasting service shall be equipped by the Provider with a unique ID-number.

The protocol taken on the complaint shall include the following:

- a) name, residential address of the User (consumer),
- b) place, date, method of submission of complaint,
- c) detailed description of the User's complaint, list of documents, files and other evidence presented,
- d) statement by the Provider regarding its position on the complaint, provided the immediate investigation of the complaint is possible,
- e) signatures of the person preparing the protocol and – except for complaints submitted via telephone or other electronic broadcasting service – of the User,
- f) place, date of preparing the protocol,
- g) unique ID-number of the complaint in case of complaints submitted via telephone or other electronic broadcasting service.

Written complaints shall be answered by the Provider in writing as to the merits – unless a directly applicable legal act of the European Union provides otherwise – within thirty days from receipt and shall

arrange the notification thereof. A position dismissing the complaint by the Provider shall be with a justification.

Provider shall retain the protocol taken on the complaint and a copy of the reply for five years and shall disclose those to the controlling authorities upon request.

In case of dismissal of the complaint, the Provider shall inform the User the procedure of which authority or mediation panel may be initiated by way of the complaint – subject to the type thereof. Such information shall include also the registered seat, phone number and internet contact, postal address of the competent authority, respectively of the mediation panel according to the permanent residence or place of residence of the User. The information shall also include whether the Provider will participate in a procedure by the mediation panel for the purpose of settlement of the consumer dispute.

In case the Users find their consumer rights are being infringed, they may file a complaint with the regional authority having territorial competence. <https://jarasinfo.gov.hu/>

Following the assessment of the complaint the authority will decide regarding a consumer protection procedure.

The Parties will do everything in order to settle their disputed affairs regarding the services of the Website in a peaceful manner.

In case the User and the Provider have made an attempt to settle their dispute, yet this remained without a result, the User may turn to the mediation panel according to the permanent residence or place of residence of the User, which shall have competence to settle the consumer dispute out of court. The Provider shall be obliged to cooperate in the mediation panel procedure.

Contact information of the mediation panels is available here.

The competent mediation panel according to the registered seat of the Provider: Budapesti Békéltető Testület (address: 1016 Budapest, Krisztina krt. 99. III. em. 310., phone number: 06-1-488-21-31, fax number: 06-1-488-21-86, president: Dr. Éva Veronika Inzelt e-mail address: bekelteto.testulet@bkik.hu)

For the settlement of consumer dispute arising from online sales and service contracts the online dispute resolution platform may also be used, which is accessible via the following link: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

Users shall be entitled to enforce their claim arising from consumer disputes before court in a civil litigation before the courts having jurisdiction and territorial competence in accordance with the act No. CXXX of 2016 on the Civil Procedure Code.

In any legal dispute between the Provider and the User arising in connection with the use of the Website Hungarian law shall apply.

The provisions of the present General Terms of Contract, which as per the Civil Code or other laws, in particular the CCR shall apply only to contracts entered into by persons qualifying as consumer (Section 8:1(1) clause 3 of the Civil Code), do not have to be applied by the Provider in case of customers not qualifying as consumer.

The following exhibits are related to the present General Terms of Contract for the purpose of providing information on certain rights and obligations in connection with customers qualifying as consumer:

Exhibit No. 1: termination notice

Exhibit No. 2: contact information of mediation panels