

TOWTRUCK-FINDER.COM

General Contract Terms and Conditions

Introduction

The Contract Terms and Conditions (henceforward: Terms) of the, which is operated by the FAMILY M. Ltd., contains the conditions and regulations of the online advertising and impressment of other additional services, available on the website of the TOWTRUCK-FINDER.COM (<http://TOWTRUCK-FINDER.COM>, henceforward : TOWTRUCK-FINDER.COM).

Present Terms are authoritative on issues made on the website (<http://TOWTRUCK-FINDER.COM>) and subdomains of the Service Provider. Present Terms can be accessed on the following website: https://tow-truck-finder.com/documents/Towtruck-Finder_General_Contract_Terms_and_Conditions.pdf and can be downloaded via the following link: https://towtruck-finder.com/documents/Towtruck-Finder_General_Contract_Terms_and_Conditions.pdf Contract based on present document won't be docketed, it will be made only in digital form, it won't be qualified as a specialty, it is written in hungarian and english, and it does not refer to code of conduct.

Data of the Service Provider

Name of the Service Provider: FAMILY M. Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság
Centre of the Service Provider: 8800 Nagykanizsa, Kazanlak körút 12. 2. em. 8.
Contact of Service Provider, electronic mail address used regularly for contacting customers: hello@towtruck-finder.com
Registration number: 20-09-062500
Tax number: 11354152-2-20
Name of authority making the registration: Zalaegerszegi Törvényszék
Data protection registry: **NAIH-121769/2017.**
Language of the contract: english
Data of the storage provider:

Markcon Informatikai Kft.
7623 Pécs

Móré Fülöp utca 33.
+36-72-515-572

Definitions

Advertisement: commercial, presentation of the company, product photos, or any reference not qualified as commercial, any ad materials placed on a website, PR product, based on the d) point of the 3. Paragraph of the Act XLVIII of 2008 on the essential conditions and certain limitations of business advertising activity.

User: the natural person, legal entity or organisation without legal entity, who visits, log in, or resort the website operated by the Service Provider without reference to declare about it. Based on present Terms all Advertiser are qualified as User.

There are 2 groups of Users:

1. Visitor: Who can browse freely and buy the service that he/she likes. Visitors are only entitled to browse and purchase.
2. Advertiser: A user, who orders the insertion of his/her Advertisement in favour of himself/herself and the Service Provider posts the Advertisement for his/her own good.

Introduction of TOW TRUCK FINDER System

Only 3 clicks and your assistance is on the way!

1. FIRST click: **the client gives their position.** Our system shows it on the map then gives a list of active roadside assistance services in distance order.
2. SECOND click: **the client chooses the most optimal service.** The number of our partner services is growing constantly, so our clients get more and more offers each day.
3. THIRD click: the client chooses a contact method and **contacts with the chosen service.**

How the system works from provider perspective

Basic service:

- 1.) When a client is looking for help in the system we show them the premises of our partners on the map and list them in distance order for free.
- 2.) Available services for payment:
- 3.) If a joining company chooses one of our subscription package it gets an opportunity to present its plant and download our application for free (from Apple Store or Google Play), which allows us to show its current position wherever it is in the world.
- 4.) Even a vacant break-down lorry far from its premise has a chance to get **extra income easily** with the use of the application, because its position is constantly monitored by our system and in the case of an incoming call it may be the closest one to the location of the situation! This way it has a great chance to get to the top of the list and get connected to the client. The application allows up to 10 drivers to join the system via smartphones or other smart devices.

Scope and Premise:

- 1.1. Regarding issues not regulated in the present terms and conditions and for the interpretation of the present terms and conditions Hungarian legislation is authoritative with special regard to the relevant parts of Act V of 2013 on the Civil Code (“Ptk.”) and Act CVIII of 2001 on certain issues of the information society and electronic trade services (Elker. tv.) Compulsory statements of the relevant legislations are authoritative for the parties without separate conditions.
- 1.2. Present terms and conditions is authoritative from the 9th of January 2017 until withdrawal. Service Provider has the right to modify one-sidedly the terms and conditions. Service Provider publishes the modifications on the websites 11 days in advance. Users by using the websites accept that all regulations related to the use of the websites are automatically effective on them.
- 1.3. Users entering or reading any content of the website operated by the Service Provider – even if they are not registered users of the website – acknowledge the content of the terms and conditions as obligatory for themselves. In case the user does not accept the terms and conditions has no right to view the content of the website.
- 1.4. Service Provider reserves all rights in relation to the website or its any part and content and to the distribution of the website. Download, electronic storage, processing and selling any part of the content on the webshop are prohibited without written consent of the Service Provider.

Basic regulations

1. When the Advertiser registers on the website the Service Provider creates a substantive user account for the Advertiser, which identifies the User with his/her given e-mail address.
2. The Advertiser has the opportunity to reach all of the features of the website and he/she can start to use these opportunities. After the registration the Advertiser can access his/her own admin interface.
3. With the deletion of the account the legal relationship, regulated in present Terms, leaves off.
4. With the beginning of the use of the Service, a contract comes off between the User and Service Provider with conditions phrased in present Regulation. The uploaded data and the data in connection with the used service verify the effect of the contract.
5. There is a free package and a paid package too.
6. It is prohibited to place advertisement that contains false, incorrect or misleading information, or conflict into present Terms.
7. It is prohibited to:
 - publish any obscene or pornographic content, offer sexual service, or show any content that conflicts with accepted principles of morality;
 - offer products that have unlawful marketing (for example: drugs) or products that are license required to trade with (for example: weapons, medicines, dangerous items), or unmarketable products (for example: cheques or vouchers for travel, dining, unauthorized food, untransferable securities);
 - publish content or refer to content that offends or endangers the reputation, business, assessment, especially the assessment of its services of the Service Provider
8. Service Provider reserves all rights in relation to the website or its any part and content and to the distribution of the website.
9. With the approval of present Terms, the User takes notice of that the Service Provider has unlimited usage right concerning uploaded images (multiplication, sharing, publicity). Above-mentioned provision does not prevent the User's usage of the rights related to copyright.

10. It is prohibited to download, store, process, or sell any content of the website without the contribution of the Service Provider. It is mandatory to link the website, even if there is a contribution in case of takeover of any content from the website or its database.
11. With regard to that the content of the website could be changed independently of the Service Provider – if there is no operative enactment – the Service Provider does not bear the responsibility of the content of the website.
12. The Service Provider takes no responsibility for contents, that were created or published by third-party, were uploaded to the system of the Service Provider by a third-party or for contents where the websites refer to.
13. The Service Provider can delete the advertisement without any notification, if it was uploaded in the wrong category, contains obscene words, wrongdoer, does not reflect the reality, or it conflicts the Terms in any other way.
14. The Service Provider maintains its right to change or terminate, change the look of, place its own service's advertisement on any content of the TOWTRUCK-FINDER.COM without any previous notification .
15. The Service Provider can restrict the publication of advertisements, if it is considered that the contents, the products or the advertisements, etc. do not fit in the profil of the site.
16. The Service Provider takes no responsibility for websites, which were refered to by the links of the Advertisers. If there is any problem with these links, the Service Provider has no responsibility at all and the service fees in progress are absolutely the Service Provider's due.
17. The Service Provider maintains its right, that the content of the website can be changed anytime or the accessibility of the content can be terminated, based on present Terms. The Service Provider does not guarantee that the access to the websites are always smooth.

Registration

1. By registration on the website the user states that he/she understands and accepts the present terms and conditions together with the data handling information and agrees to data handling and Privacy Policy.

2. The User is obliged to give valid data of his/her own in the course of registration. Service Provider takes no responsibility when the User uses the service using the data of a third party.
3. Service Provide takes no responsibility for any delay or other problems, failures resulted from inaccurate and/or insufficient data given by the User.
4. Service Provider takes no responsibility for any loss caused by that the User forgot his/her password or it became accessible to unauthorized persons as a result of any reason for which the Service Provider cannot be responsible.

Steps of digital contracting

1. The contract that is about the requisition of the services of the website of the Service Provider is made with the filling of the registration form in digital form.
2. The Advertiser gives his/her own data that are necessary for the contract in the course of the order.
3. Correction of data: The Advertiser can jump back to the previous phase to correct his data, before he/she finalizes the requisition of the service.
4. The Advertiser gets a confirmation e-mail after the service-order has been placed. If this confirmation does not get to the Advertiser in expected deadline or at latest in 48 hours, the Advertiser is quit of the offer validity or the obligation of the contract. The order and the confirmation of it is considered to be completed when it is fully accessible for the Advertiser. The Service Provider takes no responsibility if the confirmation does not get to the Advertiser, because a wrong e-mail address was given at the registration, or the storage of the e-mail address is full. The contract is live from the day, when the Advertiser has filled out the registration form correctly, and accepted the points of the Terms, and the Service Provider confirmed the service.
5. As soon as the service has been activated, the Service Provider send an e-mail about the establishment of the contract for the Advertiser.
6. The User notes that if he/she give false data in the digital registration form, or give data of someone else, the contract is invalid. In case of invalidity the Advertiser bound to pay the fees of the used services to the Service Provider and the Service Provider do not refund the paid amount.

7. The Service Provider tackles that the Services are constantly provided for the Advertiser according to its possibilities, if the Advertiser fulfill the conditions of the service according to present Terms.
8. For the activation of the paid-services, onset of the fees is necessary for the Service Provider. The Service Provider tackles that after the income of the fee, the service is immediately operable.
9. The Advertiser is bound to pay the all-time timeous price of the pay-service to the Service Provider.
10. The charge is fulfilled, when it has been completely credited on the account of the Service Provider. The card-carrying needs to be the same person as the purchaser on the bill of the Service Provider.

Conditions of the advertisement

1. The products have to fit in the categories of TOWTRUCK-FINDER.COM. The advertisement needs to contain a short description of the advertised SERVICE, it has to be well detailed, the advertisement needs to be about the exact SERVICE.
2. It is obligated to place any link, which refers to another advertiser website in the advertisement. Other types of links can be placed in the advertisement by the User, but they need to refer to the advertised product.
3. Users can only have one account, except the Service Provider allowed it in a special case. If a User provably did imposition (for example: trying to register with several e-mail addresses), the Service Provider calls upon to stop his/her contrary act. If the User does not stop his/her act in 11 days, the Service Provider can delete the account.

Accountability

1. The actuation of the is performed as Intermediary service, according to commissions of Ekrtv. Service Provide takes no responsibility for the contracts, advertisements, offers that are not came from the Service Provider
2. The Service Provider assumes 99,5% availability. The Service Provider takes no responsibility for errors over this margin. Other tasks that are maintained by other service providers are not included in this obligation.

3. The Service Provider is not burdened by responsibility if there is any breakdown or error, that are because of another service provider.
4. The Advertiser takes all of the responsibilities for any advertisement of him/her placed on the website or on any website of the Service Provider, for any of his/her products, images or for legal compliance of any content, and for the usage of the service with exceptions stated in the law.
5. The Advertiser takes all the responsibilities of the content, display, and the reality of his/her advertisement. The Service Provider takes no responsibility for the injuries and discommodities, loss of profit which come from the contents on the TOWTRUCK-FINDER.COM (including the injuries of third-parties).
6. Furthermore the Service Provider takes no responsibility for the injuries which come from the usage of the system, or irritating behaviour of a third party, any infringement, intellectual property, too. The Service Provider is bound to pay any refund that equals the price of the orderd Service.
7. The service provider does not meddle in the judicial combat, transactions between Users. In case of any disputation the User decontaminate the service provider from all claim, pretension, compensation.
8. If the advertisement that were published by the User on the TOWTRUCK-FINDER.COM is injurious, the Service Provider can delete the injuious content.
9. The content, advertisement uploaded on TOWTRUCK-FINDER.COM can be inspected by the Service Provider. The Service Provider can delete the content if it is illicit or goes againts the requirements defined in present guide.
10. If a third-party, the authority or the court start institute proceeding about the content that were published by the Advertiser on the TOWTRUCK-FINDER.COM, the Advertiser assumes the refund and the costs in relation with these claims. Furthermore assumes that he/she does everything, that the Service Provider asks and that can be expected from him/her in order to get back the repute of the Service Provider.
11. The Advertiser is bound to use the service for legal purposes and in a legal way. The Advertiser note that the Service Provider does not publish any advertisement that goes againts the law of the European Union or Hungary or the Hungarian advertising code of ethics, or the code of Internet ethics. The Service Provider does not publish advertisements that contains, advertise illegal activity or

depends non-valid data (even if it is the Advertiser, or the content of the Advertisement).

12. The Advertiser is bound to report any change of data in connection with the payment in 5 (five) working-days to the Service Provider and change them on the website. If he/she does not do this or late with it, the Advertiser is bound to pay the additional costs of the Service Provider. In this case the Service Provider does not confess the continuous service.
13. Each user is fully responsible for any activity in connection with his/her own account. Users are bound to inform forthwith the Service Provider about any unauthorized usage or in case of any security insulting activity. The Service Provider takes no responsibility for any injury that is a result of incompetent usage of the passwords or accounts (even if the User knows or does not know about it). However the User takes all the responsibility for the injuries that the Service Provider or any third-party endures because of incompetent usage of the password or account of the User.
14. The Service Provider cooperate with authorities in frames required by law in the case of any infringement in favour of challenging the infringer.
15. Internet access and every resource (hardware, software and the proper preferences) that are necessary for using it have to be tackled by the Advertiser.
16. The Service Provider is entitled to follow up public data and to terminate the contract if the use is illegal or goes against any point of present Terms.
17. The scrutiny authority of the Service Provider does not decontaminate the Advertiser from the liability, if the usage is illegal (even if there is a third-party). The Advertiser bound to take every responsibility, if third-party enforces any of his/her claims.
18. The Advertiser concedes and approves the placement, environment, sequence of the Advertisements (also the advertisements next to it), that are defined by the Service Provider. The Advertiser bound to accept the emplacement of other advertisements or display services on the same page, near his/her own advertisement (not even if they are rivals of him/her).
19. The User notes that, he/she is not authorized to send any advertisement or other message which goes against the business interests of the Service Provider to the e-mail addresses, that are given on the website by other Users. Every message especially goes against the business interests of the Service Provider that are diverge from the aim of the publication of the e-mail addresses. If

he/she even do anything like this (despite a forwarning sent by the Service Provider) is qualified as breach of the contract, so he/she bound to pay penalty. The amount of the penalty is 100.000 Ft. The Service Provider is authorized to save messages like these and keep them as evidence.

Service fees

1. Services subjected to fees are shown on the registration page.
2. These fees can be paid only in the payment methods conferred by TOWTRUCK-FINDER.COM. The service is being activated as soon as the PayPal, Debit or Credit Card or Pre Money Transfer payment is successful, or after the transfer in advance confirmation as soon as it arrives to the Service Provider.

The method of purchase with Paypal:

The details of the transaction appears on the left side of the website, and the two choice opportunity on the right side of the website:

- a) If you have Paypal account, after you have given your valid identity and password, you can see part of the pre-given bank card informations and the payable price. If more than one bank card were given, then you have to choose the one you want to pay with. After that you have to click on the Pay Now sign. When the payment is finished the website returns you to the webshop's homepage.
- b) If you don't have Paypal account, then you have the opportunity to fill a form and pay with a Guest Paypal access, without any need of a registration in the Paypal's system. The form needs the following informations (most of them are required to fill in):
 - c) Country
 - d) Card number
 - e) Payment Types
 - f) Expiration date The expiration date of your bank card month/year
 - g) CSC CSC kód The 3-digit number on the back of your bank card (above your sign)
 - h) First name
 - i) Last name
 - j) Address line 1
 - k) Address line 2 (optional) (It is not required)
 - l) City
 - m) State/Province/Region
 - n) Postal code

- o) Telephone A valid telephone number of yours, which can be used in case your bank needs to get in touch with you. You have to give the country code and area code.
- p) Email address The authentication about the payment goes to this e-mail address.

If you filled all of the fields, click on the „Review and Continue” button on the bottom of the page. There you can check again the given data, the amount to be paid and the order. If you agree with everything, approve the transaction. In a few seconds, you should get an e-mail about the succeeded transaction and the Service Provider gets the notification about the payment too, and starts the process the order.

3. The Service Provider is authorized to change the Service Fees in anytime, or due to the inflationary rate (rounded), related to the previous year and published by the KSH in every January.
4. The Service Provider emits digital (based on request) paper-based bill about the depositions.
5. The Service Provider does not pay back the fees (for example: because the Advertiser changed his/her mind and deleted the his/her account, advertisement), except the case, if the Service (subjected to fees) is not working because of TOWTRUCK-FINDER.COM, or the Parties dispose uniquely about the case.

Renunciation of the Service

1. If the Advertiser publish any Advertisement on the advertiser platforms, which goes againsts the business interests of the Service Provider , without the written consent of the TOWTRUCK-FINDER.COM, the Service Provider is entitled to delete the Advertisement without any previous notification.
2. The Service Provider does not publish, and entitled to delete any Advertisement, which deceptively makes the semblance of an advertisement, that is supported by the Service Provider.
3. The Service Provider can deny the Service, if it cannot be achievable because of technical issues, or conflicts any point of present Terms. The Service Provider suspends the previously published, and the publication of advertisements, that are againsts the General Terms and Conditions.
4. If bankruptcy, compulsory or winding up procedure is started againsts the Advertiser, the Service Provider is entitled to deny a new service, and to suspend the display of the Advertisement.

5. Simultaneously with the deny of the Service, the Service Provider is entitled to quit contract with the Advertiser, and in this case the Service Provider has no any compensatory or warranty obligation.
6. The Service Provider is entitled to particularly or fully suspend the Service, without the annulment of the contract, even if the Advertiser demean in a way, when it could give a reason to instant denounce, based on present Terms, and even, if the Advertiser is late with more than 8 (eight) days with his/her onerous title.
7. The particular or full suspension of the Service, because of the above reasons, do not decontaminate the Advertiser from the payment of the previously enlisted services. (Not even if they were at the time of or before the liquidation or dismissal.) In these cases the Service Provider is entitled to bill the performed services by tariff of the advertising system, or based on the contract.

Copyright

1. The Service Provider retains all rights on the TOWTRUCK-FINDER.COM website, in point of any part of the website and all of its content shown on it, as well as the propagation of the website.
2. Since the TOWTRUCK-FINDER.COM as a website qualifies as a copyright work, download (multiplication), redistribution to the public, application in any other way, electronic storage, processing and selling of the content or any part of the TOWTRUCK-FINDER.COM website are prohibited without the written consent of the Service Provider.
3. Copying any material from the TOWTRUCK-FINDER.COM website and from its database even if the written consent of the Service Provider has been acquired is only possible with reference to the website.
4. Service Provider retains all rights for all elements of its service, for the domain names, the secondary domain names formed using the primary ones and for the advertisement interfaces on the Internet. Use of the service can not result in decompiling of the source code by anyone or the intellectual property of the Service Provider can not get offended in any other way.

5. Adaptation or decompiling of the content or parts of the TOWTRUCK-FINDER.COM website, creation of usernames and passwords in dishonest way and the use of any application with which the TOWTRUCK-FINDER.COM website or any part of it could be modified or indexed are prohibited. (for example: web crawler, or any other decompiler).

6. The name TOWTRUCK-FINDER.COM is under copyright protection, its use is only possible with the written consent of the Service Provider except for referencing (link).

Right of renunciation

According to the European Parliament and Council Directorate 2011/83/EU and to the a.) and m.) point of the 29.§ (1) paragraph of the Government Decree 45/2014 (II.26.) on the detailed regulation of contracts between consumers and companies, the Customer may not desist from the contract.

Privacy Policy

The Privacy Policy of the TOWTRUCK-FINDER.COM can be found on: https://TOWTRUCK-FINDER.COM/documents/automonto_kereso-aszf.pdf

Other provisions

1. If any part of the present terms and conditions becomes void, illegal or not enforceable it will have no effect on the legality of the rest of the parts

2. If the Service Provider does not exercise the right due based on the terms and conditions it cannot be regarded as abandonment of the given right. Any abandonment of rights is only valid with a written statement of the very issue. The fact that the Service Provider does not take a given condition of the terms and conditions strictly does not mean that it abandons possibility of taking the condition strictly in the near future.

3. Service Provider and the Customer are committed to settle their dispute without involving the court. If the Advertiser and the Service Provider can't make a settlement under 30 (thirty) calendar days in their dispute, covered by present Terms, the Court (based on the headquarter of the Service Provider) is competent to settle their dispute.

Complaint handling

- 4.1. The aim of our webshop is to accomplish each order in appropriate quality for the complete satisfaction of the Customer. In case the Customer should still have any complaints they have to be issued using the above e-mail address or by post, or on telephone.
- 4.2. Service Provider investigates and solves if necessary any oral complaint right away. If the Customer is not satisfied by the handling of the complaint, or the immediate investigation of the complaint is not possible the Service Provider takes a report on the complaint and on its viewpoint regarding the issue and a copy of the report is given to the Customer.
- 4.3. Any written complaint is answered within 30 days by our webshop. In case of statements rejecting the complaint they are justified and explained. Copy of the answer is retained for 5 years and presented to controlling authorities upon request.
- 4.4. Let us inform you, if your complaint is rejected, you can go to the authorities or conciliation boards to examine the case, on the contact details listed below.
- 4.5. The Consumer can send his/her complaint to the Hungarian Authority of Consumer Protection:

Based on the 387/2016. (XII. 2.) Government Decree in case of administrative authorities, first instance the Provincial Office is obligated to examine the case, in appeal proceedings the Government of Pest Region has to deal with the case. Contact of the Provincial Offices: <http://jarasinfo.gov.hu>

- 4.6. In the case of complaint the Customer may call for the Reconciliation Board given below:

Bács-Kiskun Megyei Békéltető Testület
Címe: 6000 Kecskemét, Árpád krt. 4.
Telefonoszáma: (76) 501-525, (76) 501-500
Fax száma: (76) 501-538
Név: Mátyus Mariann
E-mail cím: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület
Címe: 7625 Pécs, Majorossy Imre u. 36.
Levelezési címe: 7602 Pécs, Pf. 109.
Telefonoszáma: (72) 507-152
Fax száma: (72) 507-154
Név: Dr. Bodnár József
E-mail cím: bekelto@pbkik.hu;

Békés Megyei Békéltető Testület
Címe: 5601 Békéscsaba, Penza ltp. 5.
Telefonoszáma: (66) 324-976, 446-354, 451-775
Fax száma: (66) 324-976
Név: Dr. Bagdi László

E-mail cím: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület
Címe: 3525 Miskolc, Szentpáli u. 1.
Telefonoszáma: (46) 501-091, 501-870
Fax száma: (46) 501-099
Név: Dr. Tulipán Péter
E-mail cím: kalna.zsuzsa@bokik.hu;

Budapesti Békéltető Testület
Címe: 1016 Budapest, Krisztina krt. 99.
Telefonoszáma: (1) 488-2131
Fax száma: (1) 488-2186
Név: Dr. Baranovszky György
E-mail cím: bekelto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület
Címe: 6721 Szeged, Párizsi krt. 8-12.
Telefonoszáma: (62) 554-250/118 mellék
Fax száma: (62) 426-149

Név: Dékány László, Jerney Zoltán
E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület
Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6.
Telefonszáma: (22) 510-310
Fax száma: (22) 510-312
Név: Kírst László
E-mail cím: fmkik@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető Testület
Címe: 9021 Győr, Szent István út 10/a.
Telefonszáma: (96) 520-202; 520-217
Fax száma: (96) 520-218
Név: Horváth László
E-mail cím: bekeltetotestulet@gymkik.hu;

Hajdú-Bihar Megyei Békéltető Testület
Címe: 4025 Debrecen, Petőfi tér 10.
Telefonszáma: (52) 500-749
Fax száma: (52) 500-720
Név: Dr. Hajnal Zsolt
E-mail cím: info@hbkkik.hu;

Heves Megyei Békéltető Testület
Címe: 3300 Eger, Faiskola út 15.
Levelezési címe: 3301 Eger, Pf. 440.
Telefonszáma: (36) 416-660/105 mellék
Fax száma: (36) 323-615
Név: Pintérné Dobó Tünde
E-mail cím: tunde@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető Testület
Címe: 5000 Szolnok, Verseghy park 8.
Telefonszáma: (56) 510-610
Fax száma: (56) 370-005
Név: Dr. Lajkóné dr. Vigh Judit
E-mail cím: kamara@inszmkkik.hu;

Komárom-Esztergom Megyei Békéltető Testület
Címe: 2800 Tatabánya, Fő tér 36.
Telefonszáma: (34) 513-010
Fax száma: (34) 316-259
Név: Dr. Rozsnyói György
E-mail cím: kemkik@kemkik.hu;

Nógrád Megyei Békéltető Testület
Címe: 3100 Salgótarján, Alkotmány út 9/a
Telefonszám: (32) 520-860
Fax száma: (32) 520-862
Név: Dr. Pongó Erik

E-mail cím: nkik@nkik.hu;

Pest Megyei Békéltető Testület
Címe: 1119 Budapest, Etele út 59-61. 2. em. 240.
Telefonszáma: (1)-269-0703
Fax száma: (1)-269-0703
Név: dr. Csanádi Károly
E-mail cím: pmbekelteto@pmkik.hu
Honlap cím: www.panaszrendezes.hu

Somogy Megyei Békéltető Testület
Címe: 7400 Kaposvár, Anna utca 6.
Telefonszáma: (82) 501-000
Fax száma: (82) 501-046
Név: Dr. Novák Ferenc
E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület
Címe: 4400 Nyíregyháza, Széchenyi u. 2.
Telefonszáma: (42) 311-544, (42) 420-180
Fax száma: (42) 311-750
Név: Görömbeiné dr. Balmaz Katalin
E-mail cím: bekelteto@szabkam.hu;

Tolna Megyei Békéltető Testület
Címe: 7100 Szekszárd, Arany J. u. 23-25.
Telefonszáma: (74) 411-661
Fax száma: (74) 411-456
Név: Mátyás Tibor
E-mail cím: kamara@tmkik.hu;

Vas Megyei Békéltető Testület
Címe: 9700 Szombathely, Honvéd tér 2.
Telefonszáma: (94) 312-356
Fax száma: (94) 316-936
Név: Dr. Kövesdi Zoltán
E-mail cím: pergel.bea@vmkik.hu

Veszprém Megyei Békéltető Testület
Címe: 8200 Veszprém, Budapest u. 3.
Telefonszáma: (88) 429-008
Fax száma: (88) 412-150
Név: Dr. Óvári László
E-mail cím: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület
Címe: 8900 Zalaegerszeg, Petőfi utca 24.
Telefonszáma: (92) 550-513
Fax száma: (92) 550-525
Név: dr. Koczka Csaba
E-mail cím: zmbekelteto@zmkik.hu

- 4.7. Reconciliation Boards take care of dispute of the consumers if it is not handled in judicial way. The aim of Reconciliation Boards is to make an agreement between the parties in order to settle the dispute of the consumers, but if it fails, they make a simple, effective and cost-effective decision to enforce the rights of the consumers. The Reconciliation Board gives advice at the request of the consumer or the Service Provider in connection with the rights of the consumer and the obligations of the consumer.
- 4.8. In case of online trading or cross-border dispute of consumers in connection with online service contracts, only the Reconciliation Board is assignee, which is working next to the Chamber commerce in Budapest.
- 4.9. If the Customer has complaint, she/he can use the Online Dispute Resolution. It only requires a registration in the system of the European Commission, [click here](#). Then, after a log in, the customer can remonstrate via the online website: <http://ec.europa.eu/odr>
- 4.10. In the procedure of the Reconciliation Board the Service Provider has mutual assistance obligation. Because of that the Service Provider needs to send answer to the Reconciliation Board and needs to have a person who is entitled to make an agreement on the audition. If the headquarter of the company is not registered in the county known by the chamber which is operating the regional reconciliation board, the obligation of the company in the co-operation is to offer the possibility of the written agreement based on the demands of the consumer.

Nagykanizsa, 9th of January 2017

TOWTRUCK-FINDER.COM

Privacy Policy

In brief

Personal data are collected and handled in accordance with the law.

DM letter is sent only in the case of specific consent. System messages, however, can be sent without specific consent.

Personal data are stored as secure as possible.

Personal data are given to a third party only with User consent.

Anyone can be given information on the data stored considering him/her or the deletion of personal data asked on any of our availability.

Introduction

The **FAMILY M. Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság** (registration number: 20-09-062500, tax number: 11354152-2-20, site: 8800 Nagykanizsa, Kazanlak körút 12. 2. em. 8.) (henceforward: Service Provider, Data Manager) subdues itself under the following policy.

Chapter (1) § 20 of Act CXII of 2011 on information self-determination right and freedom of information states that those concerned (user of the website in the present case: User henceforward) have to be informed prior to starting data management whether this data management is **based on consent** or it is compulsory.

User has to be informed clearly and in detail regarding all facts related to the management of his/her data prior to starting data management. Special attention has to be paid to the **aims and legal bases** of data management, the **person entitled to data management and processing** and the **time interval of** data management.

User has to be informed based on chapter (1) § 6 of the Act on information on that personal data can be managed if obtaining the consent of the concerned person is impossible or would require disproportionate costs

1. it is required for completing legal obligations related to the data manager or
2. required for enforcing the rightful interest of the data manager or a third party and the enforcement of these interests is proportional to the limitation of the privacy protection right.

This privacy policy information has to cover the rights of those concerned in relation to data management and the possibilities of legal redress as well.

In case the personal data of those concerned is not possible or would require extremely high costs (as in the present case in a website), giving information is also possible via publishing the information as well:

- a) the fact that data are collected,
- b) list of those concerned,
- c) aim of data collection,
- d) time constraints of data management,
- e) possible data managers entitled to know the data,
- f) rights and legal redress possibilities of those concerned in data management together with
- g) The registry number of data management in case there is a place for registering data management in data protection.

The present privacy policy guide regulates privacy of the following websites: <https://TOWTRUCK-FINDER.COM> and is based on the above

specification. Information can be obtained from https://TOWTRUCK-FINDER.COM/documents/automento_kereso-aszf.pdf

Modifications to the data become effective when they appear on the webpage above. After each chapter heading of this guide the reference to the law also appear.

Explanatory terms (3.§)

1. *concerned/User*: natural person identified or can be identified – directly or indirectly – based on any particular personal data;
2. *personal data*: any data that can be related to the User – especially the name, username of the User and any knowledge characteristic for one or more physical, physiological, mental, economic, cultural, or social identity of the User – and any conclusion related to the User drawn from the data;
3. *data manager*: the natural or legal entity or organization without legal personality that determines individually or together with others the aim of data management, concludes and implements or have decisions related to data management executed by the data processor charged by him/her/it.
4. *data management*: any measure or measure series made in relation to the data independent from the applied method, especially collection, record, ordering, storage, modification, query, forwarding, publication, harmonization or connection, blocking, deletion and destruction and impeding the further use of data, preparing photo, sound or film record and recording the physical characteristics suitable for the identification of the person (e.g. fingerprint, palm print, DNA sample, iris photo);
5. *data processing*: performing technical measures related to data management procedures independent from the method and device applied to performing the procedures, also independent from the place of application given that the technical task was performed on the data;
6. *data processor*: the natural or legal entity or organisation without legal personality, who based on a contract made with the data manager – including contract made on the basis of legal regulations – performs the processing of data;
7. *dataprotection incident*: unlawful usage or processing of personal data, especially unauthorized access, modification, forwarding, publishing, deleting, or accidental annihilation and lesion

Registration

1. Based on chapter (1) § 20 of Act CXII of 2011 on informatic self-determination right and the freedom of information the following has to be determined regarding the operation of the registration on the website of:
 - a) the fact of data collection,
 - b) the range of users,
 - c) the aim of data collection,
 - d) the time period of data management,
 - e) the potential data managers entitled to know the data,
 - f) giving data on the rights of the Users related to data management.

2. Fact data collection, the range of managed data and the aim of data management:

Password	It provides the secured entry into the account.
Surname and Christian Name	It is necessary for maintaining contact, shopping, and for proper billing.
E-mail address	Contact maintaining.
Telephone, Skype, Viber profile, email address	A more efficient way for contact maintaining, reconciliation of any question in connection with billing or delivering.
Address and name for invoice	The proper billing, the formation of the contract, the definition and modification of the contract's content, the fulfillment of the contract, billing of the charges, and the enforce of the contract's claims.
Date of registration	The fulfillment of technical operation.

The e-mail address don't need to contain personal information.

3. Range of those involved: All user registered on the website of the website.

4. Time period of data management, deadline of data deletion: Right away after the deletion of the registration. Except for accounting documents

as these data have to be retained for 8 years according to chapter (2) § 169 of Act C of 2000.

Accounting documents supporting directly or indirectly book-keeping accounts (including ledger invoices, analytic and detailed records) have to be retained for at least 8 years in readable format and in a way that enables the searching of the documents on the basis of references of accounting notes.

5. Possible data managers entitled to know the data: Personal data can be managed by the staff of the data manager respecting the above principles.
6. Giving information on the rights of Users related to data management: Deletion or modification of personal data can be initiated by the User as follows:
 - By post at the address: 8800 Nagykanizsa, Kazanlak körút 12. 2. em. 8.
 - Via e-mail: hello@towtruck-finder.com
7. The datas of the data processer (storage service), which was enlisted in the data processing:

Markcon Informatikai Kft.

7623 Pécs

Móré Fülöp u. 33.

+36-72-515-572

8. Legal base of data management: Consent of the User, chapter (1) § 5 of the Act on information and chapter (3) § 13/A of Act CVIII of 2001 on electronic trade services and on certain issues of services related to the information society (Electronic act hereinafter):

Service Provider may manage personal data that are essential technically for providing the service. Service Provider in the case of similar other conditions has to select and operate the devices applied in the course of providing service in relation to the information society so that management of personal data takes place only when they are essential for providing the service and for realizing other aims determined in this act and only in the grade and time period required.

Use of Cookies

1. Based on chapter (1) § 20 of Act CXII of 2011 on information self-determination right and on freedom of information the followings have to be determined in relation to the use of cookies on the website of the website:
 - a) the fact of data collection,
 - b) the range of Users,
 - c) the aim of data collection,
 - d) the time period of data management,
 - e) the potential data managers entitled to know the data,
 - f) giving data on the rights of users related to data management.

1. The fact of data collection, range of managed data: individual identification number, dates, times.
 2. The range of users: All Users visiting the website.
 3. The aim of data collection: identification of Users and the monitoring of the visitors.
 4. The time period of data management and the deadline of deletion of data: Time period of data management in the case of session cookies lasts until the termination of visiting the website.
 5. The potential data managers entitled to know the data: Personal data is not managed by the data manager with the use of cookies.
 6. Giving information on the rights of the Users related to data management: Users can delete cookies in the Tools/Settings menu of the browser generally at the menu item Data protection.
2. Legal base of data management: No consent is required in case the sole aim of using cookies is to pass data via electronic messenger networks or if Service Provider needs the data for providing services related to the information society asked for by the User.

Use of Google Adwords conversion following

1. The data processor uses the „Google AdWords“ online commercial program, and it makes use of the Google’s conversion following service. The Google conversion following is the Google Inc.’s analyst service (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; „Google“).
2. When the User reaches a website via a Google-advertisement, a necessary conversion following cookie gets on the computer. The validity of these cookies are restricted, and they do not contain any personal data, this way a User can not be identified by them.
3. When the User searches specific pages of a website , and the cookie is not expired, then the Google and the data processor can see too that the User has clicked on an advertisement.
4. Every Google AdWords client gets another cookie, then these cookies can not be followed through the websites of the AdWords client.
5. The informations - which were got by the conversion follower cookies - provides conversion statistics for the clients of AdWords conversion following. The clients get informations this way about the number of

the users, who has clicked on their advertisement and about “conversion follower” signed sites. But they do not get informations, which can be used for identifying any user.

6. If you do not want to take part in the conversion following, you can decline it, if you block the possibility of the setup of the cookies. After that you will not be in the conversion following statistics.
7. Further information on the privacy Policy of Google can be read at <http://www.google.hu/policies/privacy/ads/>

The service of Google Analytics

1. This website uses the service of Google Analytics, which is the webanalyser service of the Google Inc. („Google”). The Google Analytics uses so called „cookies”, textiles, which are saved on your computer, and they help the analysis of the website usage of the Users.
2. The cookies of the websites which were visited by the User and their connecting informations are sent and stored on one of the Google’s servers in the USA. With the activation of the IP-anonymisation on the websites the Google can shorten the time of the IP-anonymisation of the Users in the European Union or in the member states of the European Economic Region.
3. Only in unique cases the full IP-addresses are sent to the servers of Google in the USA and they get shorten there. Operators of these websites commit the Google to use these informations for interpretations about the usage of the website, furthermore to create reports about the activity of the website, and to do their website and internet usage related duties.
4. In the Google Analytics, the forwarded IP-address of the Users will not be matched with others data by the Google. The store of the cookies can be prevented in the settings of the web browsers, but in this way it can happen, if some features of the websites will not work. You can prevent Google from collecting datas about the website usage habits of the users (including IP-addresses too), if you download and setup this web browser plugin. <https://tools.google.com/dlpage/gaoptout?hl=hu>

Newsletter, DM activity

1. According to § 6 of Act XLVIII of 2008 on the fundamental conditions of economic advertising activity the User may give consent in advance to the Service Provider for sending him/her advertisement and other consignment via the addresses given at registration.

5. Furthermore, the User may give consent to the Service Provider for managing the personal data for sending advertisements bearing in mind the regulations of the present guide.
6. Service Provider sends no unwanted advertisement and the User has the option to unsubscribe the sending of advertisements without any limitations and justification. In such case the Service Provider deletes every information – required for sending the messages – from the register and sends no further offers. User can unsubscribe the sending of advertisement by clicking on the link in the message.
7. Based on chapter (1) § 20 of Act CXII of 2011 on information self-determination right and on freedom of information the followings have to be determined in relation to newsletter sending data management:
 - a) the fact of data collection,
 - b) the range of users,
 - c) the aim of data collection,
 - d) the time period of data management,
 - e) the potential data managers entitled to know the data,
 - f) giving data on the rights of the Users related to data management.
8. The fact of data collection, range of managed data: name, e-mail address, dates, times.
9. The range of users: All Users subscribing for the newsletter.
10. The aim of data collection: sending electronic messages containing advertisements to the User giving information on actual products, discounts, new functions, etc.
11. The time period of data management and the deadline of deletion of data: until the withdrawal of the consent, i.e. unsubscribing from the newsletter.
12. The potential data managers entitled to know the data: Personal data can be managed by the staff of the data manager in respect for the above principles.
13. The registration number of the data management: in progress...
14. Giving information on the rights of the Users related to data management: Users can unsubscribe from the newsletter at any time at no cost.
15. Legal base of data management: voluntary consent of the User, chapter (1) § 5 of the Act on information and chapter (5) § 6 of Act XLVIII of 2008 on the fundamental conditions and limits of economic advertisement activity:

The advertiser, advertisement provider and the advertisement publisher – in the range determined in the consent – holds a register of the personal data of people giving consent to them. Data given in this register – related to the recipient of the advertisement – can be managed according to the consent declaration until its withdrawal and can be passed to a third party only with the consent of the User in advance.

Community websites

1. Based on chapter (1) § 20 of Act CXII of 2011 on information self-determination right and on freedom of information the followings have to be determined in relation to the community sites:
 - a) the fact of data collection,
 - b) the range of Users,
 - c) the aim of data collection,
 - d) the time period of data management,
 - e) the potential data managers entitled to know the data,
 - f) giving data on the rights of the Users related to data management.
2. The fact of data collection, range of managed data: name and public profile image of the User registered at Facebook/Google+/Twitter/Pinterest/YouTube/Instagram etc.
3. The range of Users: All Users registered at Facebook/Google+/Twitter/Pinterest/YouTube/Instagram etc. and gave like to the website.
4. The aim of data collection: sharing and giving like to certain content of the website, its products, sales or the website itself.
5. The time period of data management, the potential data managers entitled to know the data and giving information on the rights of the Users related to data management: User can obtain more information regarding the source of data, their management, the method and legal base of the passing of data at the website itself. Data management is carried out at the community sites, therefore the time period and method of data management, the deletion and modification possibilities of data are regulated by the terms and conditions of the community site.
6. Legal base of data management: voluntary consent of the User for the management of personal data at community sites.

Passing of data

1. Based on chapter (1) § 20 of Act CXII of 2011 on information self-determination right and on freedom of information the followings have to be determined in relation to the passing of data activity of the website:
 - a) the fact of data collection,
 - b) the range of Users,
 - c) the aim of data collection,
 - d) the time period of data management,
 - e) the potential data managers entitled to know the data,
 - f) giving data on the rights of the Users related to data management.
2. The fact of data collection, range of managed data:
 - a) Data passed for online payment: Name and address for invoice, e-mail address.
1. The range of Users: All Users asking for online purchase.
1. The aim of data management: Online purchasement of the product, confirmation of the transactions and the fraud-monitoring (checking abuses) in the interest of the users' security.
1. The time period of data management and the deadline of deletion of data: Until completing delivery/online payment.
2. The potential data managers entitled to know the data: Personal data can be managed by the following in respect for the above principles:

PayPal

Parent establishment: eBay Incorporated

Base: San Jose, California, USA

Contact: <https://www.paypal.com/hu>

Privacy Policy: https://www.paypal.com/hu/cgi-bin/helpscr?cmd=p/gen/ua/policy_privacy-outside

OTP Mobil Szolgáltató Kft.

Székhely: 1093 Budapest, Közraktár u. 30-32.

E-mail: ugyfelszolgalat@simple.hu

Telefon: +36 1/20/30/70 3-666-61

KBOSS.hu Kft.,

2000 Szentendre, Táltos utca 22/b

Email: info@szamlazz.hu

Tel: +36-30-35-44-789

3. Giving information on the rights of the Users related to information management: User can ask the online payment provider to delete the personal data as soon as possible.
4. Legal base of passing of data: consent of the User, chapter (1) § 5 of the Act on information and chapter (3) § 13/A of Act CVIII of 2001 on electronic trade services and on certain issues of services related to the information society

User services and other data managing

1. If you have question during using some of the services of the data processor, or the User has some problem you can get in contact with the data processor on the website (on phone, e-mail, community sites, etc.).
3. The data processor deletes the incoming e-mails, messages, on phone, on Facebook, etc. what contains the name and e-mail address or any other given personal information of the User, after 2 years from the start of the service.
4. We give information about the privacy policy which is not in this guide at the start of the service.
5. For exceptional magisterial request, or in case of law accumulation the service provider is bound for guidance, information providing, transferring, or making documents available for these organisation.
6. In these cases the service provider only gives personal informations for the request (if they pointed out the exact aim and the necessary informations) what are essentials for the aim of the request.

Data security (7.§)

1. Data manager is obligated to plan and execute data management procedures so that the protection of the private sphere of the Users is ensured.
2. Data manager and in the course of its activity the data processor are obligated to provide the security of the data (with passwords or antivirus programs). They are also obligated to take the technical and organisational measures and form the procedure regulations required for Info tv., or enforcing the Act of information and other data and secret security regulations.

3. Data have to be protected using the appropriate measures especially against
 - illegal access
 - modification
 - passing
 - publication
 - deletion or destruction
 - accidental destruction or damage
 - inaccessibility as a result of changing the applied technology.
4. Applying the adequate technical solution it has to be ensured that data stored in the registry cannot be connected to each other and cannot be related to the User.
5. In the course of illegal access, modification and illegal publication or use of personal data the data manager and processor ensures with further measures:
 - about the forming and operating of a proper information technological and technical environment
 - about the monitored choice and control of the fellow workers who participate in the service
 - about the publish of detailed operation, risk managing and utilizing services
6. On the bases of above, the service provides that the managed data:
 - is available for the entitled
 - the authenticity and authentication is insured
 - uniformity can be confirmed
7. The informational system of the data processor and storage provider protects against:
 - deceit of computer technology
 - spying
 - virus
 - spams,
 - hacks
 - other attacks.

User rights (14.-19.§)

1. The User has the right to request the Service Provider to give information on the management of personal data. User can also request the correction of his/her personal data and also for the deletion or blocking of the personal data – except for compulsory data management.

2. In reply to the request the data manager gives information on the processed data of the User, their source managed and processed by the data processor, the aim, legal base of data management, the name, address and data management activity of the data processor and on the legal base and recipient of the data in case of data passing.
3. Data manager keeps a register of data passing in order to legality control and to give information to the User. The register contains the time, legal base and recipient of personal data passing together with the type of personal data passed and other data the determination of which is found in the legislation prescribing data management.
4. The data manager makes a register about data transferring, because of informing the User and to monitor the lawfulness of the data transferring. This register contains the date of the passing of the personal data, the aim of it, the recipient, the range of the personal data, and the other informations what are necessary because of the law.
5. Upon request from the User the Service Provider gives information regarding the data, their source managed by him/her, also the aims, legal bases, time period, name, address and activity of the potential data processor associated with data processing. Service Provider has to ask any request as soon as possible but no later than 25 days of the submission of the request in writing. The information is free of cost.
6. Service Provider in case his/her personal data are not real but real personal data are available for the data manager it may replace personal data.
7. Service Provider blocks the personal data instead of deleting them in case the User asks for it or based on the available information it would threat the legal interest of the User. Blocked personal data can be managed only until the data management aim has not been over stepped.
8. Service Provider deletes the personal data if its management is illegal, the User requests the deletion, the managed data are deficient or inaccurate – and this condition cannot be corrected legally – provided that deletion is not precluded by the law, the aim of data management terminated, or the time period of data storage determined by the law has passed, or deletion of the data was ordered by the court or by the Hungarian National Authority for Data Protection and Freedom of Information.
9. Data manager marks the personal data if the User debates their correctness or accuracy but the correctness or accuracy of the controversial data cannot be determined clearly.

10. In the case of correcting, blocking, marking or deleting personal data the User and everyone to whom the data were passed for management have to be notified. Notification can be omitted if this does not interfere the interest of the User regarding the purpose of data management.
11. In case the data manager does not perform the correction, blocking or deletion request of the User the data manager has to issue the reasons and legal bases of rejecting the correction, blocking or deletion request in writing, within 25 days of receiving the request. In the case of rejecting the correction, deletion or blocking request the data manager informs the User on the possibilities of legal redress and authority complaint.

Legal redress

1. User may complain against the treatment of his/her personal data if
 - a) management and passing of personal data are necessary solely for completing legal obligations related to the Service Provider or necessary for enforcing the legal interest of the Service Provider, the data receiver or a third party except for it was ordered by the data management law;
 - b) use or passing of personal data are made for directly obtaining business, public opinion research or scientific research;
 - c) in other cases determined by the law.
2. Service Provider studies the complaint within 15 days at the most from the submission of the request and decides regarding the founding of the request informing the requester in writing on the decision. If the Service Provider states the correct founding of the complaint of the User, data management is terminated – including further data collection and passing – and data are blocked and inform all of those to whom personal data affected by the complaint were passed earlier and who are obligated to take measures in order to enforce the right of complaint on the complaint and the measures based on it.
2. In case the User should not agree to the decision of the Service Provider he/she can turn to court – within 30 days of the publication of the decision. The court has to consider the case out of turn.
3. Complaint regarding the possible breaching of the law by the data manager can be made to the Hungarian National Authority for Data Protection and Freedom of Information:

Hungarian National Authority for Data Protection and Freedom of Information
1125 Budapest, Szilágyi Erzsébet fasor 22/C.

Postal address: 1530 Budapest, P.O.Box: 5.
Telephone: +36 -1-391-1400
Fax: +36-1-391-1410
E-mail: ugyfelszolgalat@naih.hu

Enforcement of rights on court (22.§)

1. Data manager is obligated to prove that data management is in accordance with the law. Legal data passing has to be proved by the data receiver.
2. Judgement of the legal action is the authority of the court. Legal action can be initiated – according to the opinion of the User – on courts in the location of either the residence or the dwelling of the User.
3. Party in the legal action can be someone who has no legal capacity in the legal action. Authority may interfere into the legal action in the interest of the success of the User.
4. In case the court supports the request, it obligates the data manager to give the information, correct, block or delete the data, to eliminate the decision made using automated data processing, to account with the complaint right of the User and to give out the data requested by the data receiver.
5. In case the court rejects the request of the data receiver the data manager is obligated to delete the personal data of the User within 3 days of issuing the verdict. Data manager is obligated to delete the data even if the data receiver does not take on court within the given time limit.
6. The court may order the publication of its verdict – with publishing the identification data of the data manager as well – if data protection interests and the protected rights of a greater number of Users require.

Compensation and complaint refund(23. §)

1. In case the data manager caused loss to someone by illegal management of User data or breaching the requirements of data security he/she is obligated to refund the loss.
2. In case the data manager offends the personality right of the User by illegal management of his/her data or by breaching the data security requirements the User is entitled to request complaint refund. Data

manager is exempted from responsibility of loss or from the payment of the complaint refund if he/she proves that the loss or damage of the personality right of the User was caused by an unavoidable reason outside the sphere of data management.

3. Refund for loss or complaint refund have not to be paid if the loss or damage was caused by the deliberate or significantly careless behaviour of the User.

Closing remarks

The following regulations were accounted in the course of composing the guide:

- Act CXII of 2011 – on information self-determination and the freedom of information;
- Act CVIII of 2001 – on electronic trade services and certain issues of services related to the information society (mainly § 13/A);
- Act XLVII of 2008 – on prohibiting dishonest trade practice against consumers;
- Act XLVIII of 2008 – on the fundamental conditions and certain limitations of economic advertisement activity (especially § 6);
- Act XC of 2005 – on the freedom of electronic information;
- Act C of 2003 – on electronic information (especially § 155);
- Opinion 16/2011 – on the EASA/IAB directive related to the adequate practice of behaviour based online advertisement

The recommendation of the Hungarian National Authority for Data Protection and Freedom of information about the previous data protection require