



BODYFACT General Terms and Conditions

1. Introduction, Purpose and Scope of the General Terms and Conditions (GTC)

1.1

These General Terms and Conditions ("GTC") set out the terms and conditions governing the contractual sales relationship between BodyFact (hereinafter referred to as the "Service Provider", the "Business" or "BodyFact") and natural persons purchasing through the Webshop (the "Customer").

These GTC form an integral part of the Privacy Notice and the Cookie Policy. The GTC are available in both HTML and PDF formats and may be viewed, downloaded and printed.

The Service Provider engages third-party service providers for the operation of the Webshop and the provision of payment services; a detailed list of such service providers and their respective roles in relation to data processing is set out in the Privacy Notice.

Shopify Inc. and **Stripe Payments Europe Ltd.** act as data processors; the Service Provider has concluded data processing agreements with them in accordance with Article 28 of the EU General Data Protection Regulation (GDPR).

PayPal (Europe) S.à r.l. et Cie, S.C.A., acting as a payment service provider, processes personal data as an independent data controller in accordance with its own privacy policy for the purposes of processing payment transactions and complying with fraud prevention and statutory (anti-money laundering) obligations;

details of its data processing activities are available in PayPal's privacy notice as in force from time to time.

The legal basis for transfers of personal data to countries outside the European Union is the adequacy decision adopted by the European Commission in respect of the United States (EU–US Data Privacy Framework); in addition, in the case of Shopify and Stripe, the EU Standard Contractual Clauses (SCCs) are also applied.

1.2

The GTC specify:

- a) the conditions for the use of the Webshop;
- b) the technical steps for concluding the contract;
- c) the rights and obligations of the Service Provider and the Customer;
- d) the legal classifications applicable to the Products and the specific rules governing them;
- e) consumer protection obligations;
- f) the rules governing complaint handling, recourse to the consumer protection authority, and proceedings before the Conciliation Board;
- g) the rules governing promotional prices and discounts;
- h) the terms and conditions of the subscription service;
- i) the provisions governing food quality complaints and the product recall protocol;
- j) as well as the legal remedies relating to statutory warranty (lack of conformity), product liability warranty and commercial guarantee.

1.3.

These GTC apply both to natural persons qualifying as Consumers (Section 8:1 (1) point 3 of the Hungarian Civil Code) and to Business customers acting within the scope of their independent profession or business activity (hereinafter collectively referred to as the "Customer").

Where expressly indicated in these GTC, a particular provision shall apply either exclusively to Consumers or to both categories of Customers.

1.4. Nature of the Contract, Consumer Status, and Distance Contract

1.4.1.

Contracts concluded through the Webshop are entered into between the Service Provider and the Customer (Consumer or Business) as distance sales contracts.

1.4.2.

These GTC form an integral and inseparable part of all contracts concluded between the Service Provider and the Customer (Consumer or Business) through the use of the Webshop, the submission of an order and its confirmation.

1.5.

By using the Webshop, the Customer declares that they have read, understood and accepted these GTC as binding upon them. Completion of the order by clicking the "**Payment**" button gives rise to a payment obligation.

1.6.

The Service Provider reserves the right to amend these GTC. Any amendment to the GTC shall be published by the Service Provider on its website. The amendments shall enter into force on the date of their publication on the Webshop and shall apply to contracts concluded after their entry into force. Registered Customers shall also be notified by email.

1.7. Governing Legislation

1.7.1.

The Contract shall be governed by the laws of Hungary, in particular by the following legislation:

- a) Act CLV of 1997 on Consumer Protection;
- b) Act LXXVI of 1999 on Copyright;
- c) Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services;
- d) Act V of 2013 on the Civil Code;

- e) Government Decree No. 45/2014 (II. 26.) on the Detailed Rules of Contracts between Consumers and Businesses;
- f) NGM Decree No. 19/2014 (IV. 29.) on the Procedural Rules for Handling Warranty and Guarantee Claims Relating to Goods Sold under Contracts between Consumers and Businesses;
- g) Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information;
- h) Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on Addressing Unjustified Geo-blocking and Other Forms of Discrimination Based on Customers' Nationality, Place of Residence or Place of Establishment within the Internal Market, and Amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC;
- i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (General Data Protection Regulation);
- j) Government Decree No. 373/2021 (VI. 30.) on the Detailed Rules Governing Contracts between Consumers and Businesses for the Sale of Goods and the Supply of Digital Content and Digital Services.

1.7.2.

Where the Consumer has his or her habitual residence in another Member State of the European Union, and the Service Provider directs its activities to the Member State of the Consumer's habitual residence, the above choice of law shall not have the effect of depriving the Consumer of the protection afforded by those mandatory provisions of the law of the country of his or her habitual residence from which no derogation may be made by agreement, in accordance with Article 6 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council (Rome I).

1.8.

These GTC shall enter into force on 07.07.2026 and shall remain in effect until withdrawn or amended by the Service Provider. The amendment of these GTC, their entry into force, and the notification of Customers thereof shall be governed by Section 1.6 of these GTC.

1.9. Territorial Scope and International Availability of the Webshop

The Service Provider makes the services covered by these GTC available to Customers having their residence or registered office in the Member States of the European Union, the other Member States of the European Economic Area, and the United Kingdom, in accordance with the destination countries currently indicated on the Website.

Within the European Union, the Service Provider acts in compliance with Regulation (EU) 2018/302. The determination of the countries to which delivery is available is based exclusively on logistical and taxation considerations and does not constitute unjustified discrimination based on the Customer's nationality, place of residence or place of establishment.

1.10. Geo-blocking and the Principle of Non-Discrimination

Within the European Union, the Service Provider shall not apply unjustified discrimination based on the Customer's nationality, place of residence or place of establishment, in accordance with Regulation (EU) 2018/302.

Prices, delivery terms, tax rates and promotions displayed in individual countries may differ due to local economic, taxation and logistical conditions.

The Service Provider shall not redirect the Customer, without the Customer's explicit consent, from the language or country version of the Webshop originally accessed by the Customer to another version, nor shall it restrict the acceptance of a payment method based on the country in which the payment instrument was issued.

1.11. Definitions

For the purposes of these General Terms and Conditions ("GTC"):

"Consumer" means a natural person Customer acting outside the scope of his or her profession, independent occupation or business activity.

"Business" (as a Customer) means a legal entity, an organisation without legal personality or a sole proprietor Customer acting within the scope of its profession, independent occupation or business activity.

"Customer" means both the Consumer and the Business (as a Customer).

"Customer" or "Purchaser" means collectively both the Consumer and the Business Customer.

Where any provision of these GTC expressly refers to the Consumer or expressly to the Business Customer, such provision shall apply exclusively to the respective category of Purchaser to which it refers.

2. Service Provider Details and Legal Status

2.1. Service Provider Details

- **Company name:** BODYFACT Limited Liability Company
- **Legal form:** Limited Liability Company (Kft.)
- **Registered office:** HUNGARY – 1029 Budapest, Csatlós utca 3., 1st floor, Door 3
- **Website:** bodyfact.eu
- **Tax number:** 33018346-2-41
- **Company registration number:** 01-09-454670
- **Court of registration:** Company Registry Court of the Budapest-Capital Regional Court
- **Bank account number:** 12042847 02174987 00100003
- **Account-holding bank:** Raiffeisen Bank
- **Customer service e-mail:** hello@bodyfact.eu
- **Customer service telephone number:** +36300707860
- **Customer service opening hours:** on Business Days – from 09:00 to 17:00
- **Hosting Service Provider Details:**

1. Shopify International Limited

Name: Shopify International Limited

Registered Office: 2nd Floor Victoria Buildings, 1–2 Haddington Road, Dublin 4, D04 XN32, Ireland

Contact: +1 571 409 6451 | privacy@shopify.com

Website: <https://www.shopify.com/>

The Service Provider uses Shopify's services for the technical operation of the Online Store, the provision of the e-commerce infrastructure and related webshop functionalities. Depending on the nature of the respective processing

activity, Shopify may act as a data processor in relation to personal data processed by the Service Provider through the Shopify platform. The processing of personal data between the Service Provider and Shopify is governed by the applicable data protection and data processing terms, including, in particular, the requirements of Article 28 of the EU General Data Protection Regulation (GDPR).

2. Webflow, Inc.

Name: Webflow, Inc.

Registered Office: 398 11th Street, 2nd Floor, San Francisco, CA 94103, USA

Contact: privacy@webflow.com

Website: <https://webflow.com/>

The Service Provider also uses the services of Webflow, Inc. for the hosting and technical operation of the Online Store website. Depending on the nature of the respective processing activity, Webflow acts as a data processor in relation to personal data collected and processed by the Service Provider through the Webflow platform. Webflow's data processing terms contain provisions consistent with Article 28 of the EU General Data Protection Regulation (GDPR), as well as appropriate safeguards for the transfer of personal data outside the European Economic Area.

2.2.

The Service Provider's activities are not subject to any licensing requirement. In the marketing of foods and food supplements, compliance with the applicable European Union and Hungarian food safety legislation is mandatory.

2.3.

The technical platform of the BodyFact Webshop is Shopify.

Payment service providers: Stripe Payments Europe Ltd. and PayPal (Europe) S.à r.l. et Cie, S.C.A.

Providers of the loyalty programme and affiliate programme: Yotpo and Refersion.

The Service Provider reserves the right to replace any of these service providers.

3. Use of the Webshop, Registration and User Account

3.1. Use of the Webshop

Products may be purchased with or without registration.

Access to the Webshop is free of charge.

3.2. Registration

During registration, the User shall provide accurate and up-to-date information.

Registration is voluntary, free of charge and may be terminated at any time.

The User shall:

- keep their password secure;
- update any inaccurate information;
- promptly notify the Service Provider of any unauthorised use relating to the User Account.

The Service Provider shall not be liable for any damage resulting from unauthorised access where such unauthorised access is attributable to the User's failure to comply with the above obligations.

3.3. Operation of the User Account

Within the registered User Account, the User may:

- view previous orders;
- manage subscriptions;
- manage loyalty points;
- modify personal information;
- request the deletion of the User Account at any time.

Upon deletion of the User Account, all:

- previously earned but unused loyalty points;
- active coupons;
- automatic discounts,

shall be permanently deleted and may not be redeemed for cash.

3.4. Account Suspension

The Service Provider shall be entitled to suspend or delete the User Account if:

- the User breaches these GTC;
- the User abuses discounts;
- fraudulent payment or ordering activity is identified;
- abuse of the affiliate programme or loyalty programme is established.

3.5. Prohibition of Resale and Commercial Resale

For the purposes of this Section, a Reseller falls within the category of Business Customer referred to in Section 1.3 above.

3.5.1.

The products marketed by BODYFACT are primarily intended for end-user consumption. A Business Customer is entitled to purchase and use the Products within the scope of its own business activities for end-use purposes (including, in particular, for providing or using the Products for its own employees, members or customers), provided that the Products are not resold to any third party. Such purchases for the Business Customer's own use shall not constitute resale and shall not be subject to the authorisation procedure set out in this Section.

3.5.2.

The commercial resale of the Products to third parties (resale), irrespective of whether carried out by a Consumer or a Business Customer, shall only be permitted with the Service Provider's prior approval and on the basis of a separate written reseller agreement concluded with the Service Provider.

These GTC apply to sales contracts concluded through the Webshop. The detailed terms and conditions governing the reseller relationship shall be regulated by a separate reseller agreement concluded between the parties, which may contain provisions differing from these GTC.

In the event of commercial resale without the required approval and separate agreement, the Service Provider shall be entitled to withdraw from the contract, delete the Customer's User Account and claim damages.

3.5.3.

Participation in an influencer, affiliate or partner programme shall not constitute resale, provided that the partner has entered into a separate agreement with the Service Provider, carries out its activities exclusively in the form of marketing and referrals (traffic generation), and complies with the pricing, communication and brand guidelines.

3.5.4.

Under the reseller agreement, the Service Provider may communicate a recommended retail price and may determine a maximum resale price for authorised resellers.

The imposition of a minimum resale price is prohibited, and neither these GTC nor the Service Provider's reseller agreements contain any such provision.

3.6. Exclusion of Minors

3.6.1.

A condition for making purchases through the Webshop is that the Customer has legal capacity and declares that he or she is of legal age (has reached the age of 18). By completing the order, the Customer declares that he or she is of legal age.

3.6.2.

The Service Provider does not carry out technical or document-based age verification, nor is it required to do so by law. Where there are reasonable grounds to suspect that an order has been placed by a minor, the Service Provider shall be entitled to cancel the order or request additional information.

4. Customer Obligations and Liability Provisions

4.1. Health Disclaimer

4.1.1.

The products marketed by BODYFACT are food products. They are not medicinal products, do not possess medicinal properties, and are not intended for the diagnosis, prevention, treatment or cure of any disease. The Products are not a substitute for medical examination or treatment.

4.1.2.

Information relating to the composition, consumption and allergen content of the Products is provided by the Service Provider on the relevant Product page and on the Product packaging.

The Service Provider excludes liability for damages arising from individual sensitivities or improper use of the Products, except where such damage results from a defect in the Product or from incorrect information provided by the Service Provider.

4.1.3.

Before consuming the Products, pregnant women, breastfeeding mothers, persons suffering from chronic diseases and persons undergoing medical treatment are particularly advised to consult their treating physician.

4.2. Liability Provisions Relating to Allergens

4.2.1.

Before consuming the Product, the Customer shall check the allergen information indicated on the Product label and on the Website.

4.2.2.

The Service Provider shall not be liable for allergic reactions resulting from the consumption of the Product where such reaction arises from an individual sensitivity that was not recognised or was disregarded by the Customer.

4.3. Intended Use of the Products

4.3.1.

The Consumer shall consume the Products in accordance with the instructions for use and the recommended dosage instructions.

4.3.2.

The Service Provider excludes liability for damages resulting from improper use of the Products or from exceeding the recommended dosage.

5. Products, Their Legal Classification and Compliance

5.1. Product Categories

The Products offered in the Webshop fall into the following main categories:

- a) food products, including in particular functional foods and instant soluble blends;
- b) food supplements, classified in accordance with Hungarian Decree No. 37/2004 (IV. 26.) of the Ministry of Health, Social and Family Affairs;
- c) related accessory products (e.g. shaker bottles, measuring scoops).

5.2. Legal Status of Food Supplements

Food supplements are not medicinal products, do not possess medicinal properties and are not intended for the treatment or prevention of diseases.

In the Product descriptions, the Service Provider displays only:

- health claims authorised by the European Union; or

- statements permitted under the applicable legislation.

It is prohibited to attribute medicinal effects or diagnostic functions to the Products.

Claims referring to medicinal effects appearing in customer reviews or other user-generated content shall be subject to the moderation rules set out in Section 15.6.

5.3. Product Compliance and Safety

The Service Provider sells only Products that:

- comply with the applicable European Union food legislation and Hungarian food safety regulations;
- are supported by analytical and quality assurance documentation issued by the manufacturer;
- are included in a traceability system;
- comply with HACCP, GMP or an equivalent manufacturer quality management system.

5.4. Nutritional Information

The following information is provided for each Product:

- complete list of ingredients;
- allergen information;
- nutrition declaration (Regulation (EU) No. 1169/2011);
- recommended daily serving.

The Customer is obliged to read the Product label and the information provided on the Website.

The Service Provider shall not be liable for any damage resulting from failure to follow the instructions.

5.5. Variations and Natural Differences

Due to the use of natural ingredients, minor variations in the colour, smell or texture of the Products may occur. Such variations shall not constitute a defect.

6. Contract Formation and Ordering Process

6.1. Ordering Process

1. Select the Product.
2. Review the shopping cart.
3. Enter the delivery details.
4. Select the payment method.
5. Accept the General Terms and Conditions and the Privacy Notice.
6. Click the "Pay" button → this creates a payment obligation.

6.2. Formation of the Contract

The Contract is concluded when the Service Provider confirms the order.

The confirmation shall be sent by e-mail.

6.3. Automatic Order Confirmation

The automatic e-mail sent by the Shopify system acknowledging receipt of the order merely confirms that the order has been received and shall not constitute acceptance of the order or the conclusion of the Contract.

In the event of incorrect stock information, stock shortages or an obvious pricing error, the Service Provider reserves the right to reject the order.

6.4. Amendment or Cancellation of an Order

The Customer may request the amendment or cancellation of an order within 30 minutes after payment by sending a written request to order@bodyfact.eu, provided that the order has not yet entered the packaging process.

The Service Provider reserves the right to reject any request for amendment or cancellation if, at the time the request is received, the order has already entered the fulfilment stage (packaging or shipment).

6.5. Identification and Correction of Input Errors Prior to Placing an Order

Before the Customer completes the order (by clicking the "Pay" button), the Service Provider provides the Customer with appropriate means to identify and correct any data entry errors, as follows:

6.5.1.

Before completing the order, the Customer may return to the previous steps by using the "Back" or "Edit" button and correct any information entered up to that point.

6.5.2.

The contents of the shopping cart may be viewed, modified or deleted at any time before the order is completed.

6.5.3.

The registration details and login password provided during registration may be changed by the registered Customer at any time after logging in through the "**Profile**" section.

6.5.4.

The system automatically verifies the format of certain fields (including, in particular, the e-mail address, telephone number and postal code) and, in the event of incorrect input, notifies the Customer by displaying an error message.

6.5.5.

Before the order is completed, the Customer is presented with an order summary/review page containing all essential details of the order (including the selected Products, quantity, price, delivery method, payment method, delivery and billing information), thereby enabling the Customer to carry out a final review before submitting the order.

6.6. Language, Form and Archiving of the Contract

6.6.1.

The language of the Contract concluded between the Service Provider and the Customer shall be the language of the Webshop interface used by the Customer at the time of placing the order (Hungarian, English or German).

The Service Provider shall provide the pre-contractual information, contractual declarations and all mandatory consumer information required by law in the language selected by the Customer.

In the event of any discrepancy in the interpretation of the different language versions of these General Terms and Conditions, the Hungarian language version shall prevail, without prejudice to any mandatory consumer protection information.

6.6.2.

The Contract shall not constitute a written agreement. It is concluded exclusively by electronic means on the basis of the order data and the Customer's declarations recorded and archived in the Service Provider's information technology system.

The Service Provider does not register the Contract in a filing system; accordingly, the Contract is not subsequently accessible as a formally filed agreement. The Customer may access information and declarations relating to the Contract in the manner specified in Section 6.6.3, namely through the Customer Service or, in the case of a registered Customer, through the User Account.

6.6.3.

The Service Provider confirms the conclusion of the Contract by sending an order confirmation by e-mail containing the essential details of the order.

Following the conclusion of the Contract, the Customer may at any time request information by e-mail through the Service Provider's Customer Service regarding the principal terms of the Contract, including in particular the ordered Products, the purchase price, the delivery charges and the payment methods.

In addition, a registered Customer may view the archive of previous orders through the User Account, provided that such functionality is available in the Webshop.

6.6.4.

The Contract shall be archived electronically for the retention period required by applicable law.

The Service Provider shall grant access to the archived data exclusively in accordance with its internal access authorisation procedures and under controlled conditions.

7. Prices, Payment and Invoicing

7.1. Display of Prices

Prices are displayed based on the destination country and currency selected by the Customer.

The displayed prices include the value added tax (VAT) and any other mandatory charges applicable in the Customer's country of habitual residence or the selected destination country.

The price displayed and accepted by the Customer during the checkout process shall constitute the final purchase price under the Contract.

7.2. Price Changes

The Service Provider reserves the right to modify its prices.

Such modifications shall not affect orders that have already been placed and confirmed.

Where the Webshop automatically updates prices on the basis of exchange rate fluctuations by reference to an underlying HUF base price, such updates shall take place once daily and shall not constitute an individual price modification within the meaning of Section 7.2.

7.3. Payment Methods

7.3.1. Online Payment (Stripe / PayPal)

Payment shall be made, at the Customer's choice, either by credit/debit card via Stripe or through a PayPal account, using a secure PCI DSS-compliant payment service provider.

7.4. Invoicing

The Webshop issues electronic invoices.

By placing an order, the Customer consents to the issuance of an electronic invoice.

7.5. EU Distance Sales and VAT Status

The Service Provider applies the value added tax (VAT) rules governing intra-EU distance sales, including the One Stop Shop (OSS) scheme. The displayed prices include the VAT rate applicable in the Customer's destination country.

A Customer acting in the capacity of a Business Customer shall provide a valid intra-Community VAT identification number when placing the order. If the VAT identification number is invalid or not provided, the Service Provider shall be entitled to charge the value added tax applicable in the Customer's country.

8. Rules Governing Promotional Prices and Discounts

8.1. Previous Price Rule

Where a price reduction is offered, the Service Provider shall indicate the lowest price applied during the 30 days preceding the application of the discount.

This shall constitute the "previous price."

8.2. Authenticity of Discounts

The Service Provider shall apply only genuine and actual discounts in compliance with the applicable legal requirements governing the indication of prices.

8.3. Types of Discounts

The following types of discounts may be applied:

- coupon codes (percentage-based or fixed amount);
- first purchase discount;
- loyalty point discount;

- subscription discount;
- bundle discount;
- seasonal promotions;
- quantity discount;
- automatic discounts.

8.4. Combination of Discounts

The Service Provider shall apply the following principles:

- as a general rule, only one discount may be applied to a single order;
- loyalty point discounts and subscription discounts may not be combined;
- automatic discounts may not be combined with coupon codes unless expressly permitted by the Service Provider;
- affiliate discounts may not be combined with any other discount.

8.5. Duration and Conditions of Discounts

Discounts shall be valid only for the specified period and subject to the stated conditions.

The Service Provider may modify or withdraw discounts without prior notice; however, such modification or withdrawal shall not affect orders that have already been placed.

9. Inventory Information, Fulfilment Deadlines and Pricing Errors

9.1. Inventory

The inventory information displayed in the Webshop is updated in real time.

In the event of an inventory shortage, the Service Provider shall be entitled to:

- make a partial delivery (subject to the Customer's prior consent); or
- terminate the Contract and refund the purchase price.

9.2. Pricing Errors (Obvious Pricing Mistakes)

In the event of an obvious pricing error (e.g. EUR 9 instead of EUR 99), the Service Provider shall not be obliged to fulfil the order.

The Customer shall be notified without undue delay, and any amount already paid shall be refunded.

9.3.

A pricing error shall be presumed to be obvious under applicable civil law and consumer protection practice where it is clearly recognizable as such by an average consumer.

10. Delivery, Receipt and Transfer of Risk

10.1. Delivery Methods

The Service Provider offers the following delivery methods:

- home delivery by courier service;
- collection at a parcel shop or parcel locker.

The availability of delivery services and the carrier used may vary depending on the destination country. The countries currently served and the delivery conditions applicable to each country are displayed on the Website and during the checkout process.

10.2. Delivery Charges

10.2.1.

Delivery charges are clearly displayed in the Webshop, during the checkout process and in the order confirmation e-mail.

Free delivery is available only for orders exceeding the minimum order value specified by the Service Provider.

10.2.2.

Where delivery is made outside the customs territory of the European Union, any customs duties, taxes and other charges imposed by the authorities of the destination country shall be borne by the Customer.

The Service Provider shall inform the Customer of such charges before the order is completed during the checkout process.

10.3. Delivery Time

The standard delivery time is 3–5 business days.

The Service Provider shall notify the Customer without undue delay if a foreseeable delay occurs.

Delivery times may be extended during special promotions, marketing campaigns or periods of exceptionally high order volume.

10.4. Transfer of Risk

The risk of loss or damage shall pass to the Customer upon receipt of the Product.

If the Customer is in default with accepting delivery, the risk shall pass at the time when delivery should originally have taken place.

10.5. Failed Delivery

If delivery by the courier is unsuccessful:

- a further delivery attempt may be made; or
- the Product may be returned to the Service Provider.

Redelivery of a returned parcel shall be subject to payment of an additional delivery charge.

10.6. Consequences of Failure to Meet the Delivery Deadline

If the Service Provider fails to meet the delivery deadline specified in Section 10.3 for reasons attributable to the Service Provider, the Customer may grant an additional reasonable period for performance.

If the Service Provider fails to perform within such additional period, the Customer shall be entitled to withdraw from the Contract.

The Customer shall be entitled to withdraw from the Contract without granting an additional period if:

- a) the Service Provider has expressly refused to perform; or
- b) according to the agreement of the Parties or the evident purpose of the Contract, performance was required within the agreed delivery period, and the Service Provider failed to meet that deadline.

In the event of withdrawal, the Service Provider shall refund the consideration paid by the Customer without undue delay and, in any event, no later than 14 days, in accordance with Section 11.4 of these General Terms and Conditions.

11. Right of Withdrawal (14 Days)

11.1.

Pursuant to Government Decree No. 45/2014 (II.26.), the Consumer has the right to withdraw from the Contract without giving any reason.

The right of withdrawal set out in this Chapter applies exclusively to a natural person acting outside his or her trade, business, profession or occupation (Consumer) and shall not apply to Business Customers, unless otherwise expressly agreed by the Parties.

11.2. Withdrawal Period

The withdrawal period shall expire 14 days after the day on which the Consumer, or a third party designated by the Consumer other than the carrier, takes possession of the Product.

The Consumer may also exercise the right of withdrawal during the period between the conclusion of the Contract and the receipt of the Product.

11.3. Exercising the Right of Withdrawal

The Consumer may communicate the intention to withdraw by any of the following means:

a) by using the model withdrawal form attached to these General Terms and Conditions in accordance with Annex 2 of Government Decree No. 45/2014 (II.26.), and sending it by post to the Service Provider's address: Hungary - 1029 Budapest, Csatlós str 3. or electronically to return@bodyfact.eu;

b) by submitting any other unequivocal statement expressing the intention to withdraw through one of the contact details specified above;

c) by using the "Withdraw from the Contract" online withdrawal function available in the Webshop, if such functionality is provided.

The withdrawal shall be deemed to have been exercised within the statutory period if the Consumer sends the withdrawal notice before the expiry of the above-mentioned 14-day period.

The burden of proving that the right of withdrawal has been exercised in accordance with this Section and within the prescribed time limit shall rest with the Consumer.

Upon receipt of the Consumer's withdrawal notice, the Service Provider shall acknowledge receipt without undue delay on a durable medium (by e-mail).

Model Withdrawal / Termination Form:

Withdrawal / Termination Form

(Based on Annex 2 to Government Decree No. 45/2014 (II.26.) – please complete and return this form only if you wish to withdraw from the Contract.)

Addressee:

BODYFACT Limited Liability Company

1029 Budapest, Csatlós utca 3., Floor 1, Door 3, Hungary

Postal address: Hungary - 1029 Budapest, Csatlós str 3.

E-mail: **return@bodyfact.eu**

I hereby give notice that I withdraw from my contract of sale relating to the following

Product name:

Date of order / Date of receipt:

Name of Consumer:

Address of Consumer:

Signature of Consumer (*only if this form is submitted on paper*):

.....

Date:

11.4. Obligations of the Service Provider in the Event of Withdrawal

If the Consumer lawfully withdraws from the Contract, the Service Provider shall reimburse, without undue delay and in any event no later than 14 days from becoming aware of the withdrawal, the full amount paid by the Consumer as consideration, including the delivery costs (with the exception of any additional costs resulting from the Consumer's express choice of a delivery method other than the least expensive standard delivery method offered by the Service Provider).

The reimbursement shall be made using the same method of payment that the Consumer used for the original transaction, unless the Consumer has expressly agreed to another method. In any event, the Consumer shall not incur any additional fees as a result of such reimbursement.

The Service Provider may withhold the reimbursement until it has received the Product back or until the Consumer has provided unequivocal evidence of having returned the Product, whichever occurs first.

11.5. Obligations of the Consumer in the Event of Withdrawal

The Consumer shall return the Product to the Service Provider, or hand it over to a person designated by the Service Provider, without undue delay and in any event no later than 14 days after communicating the withdrawal, unless the Service Provider has offered to collect the Product itself.

The return shall be deemed timely if the Consumer dispatches the Product before the expiry of the above-mentioned period.

Unless otherwise agreed by the Service Provider, the direct cost of returning the Product shall be borne by the Consumer.

The Service Provider shall not accept parcels sent cash on delivery (COD) or carriage forward.

The Consumer shall only be liable for any diminished value of the Product resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the Product.

Any damage to the returned Product, missing components or the absence of the original packaging shall not in itself justify refusal of reimbursement. However, the Service Provider shall be entitled to deduct from the amount to be refunded any diminution in value resulting from handling beyond what is necessary to examine the Product.

Apart from the obligations expressly described above, the Consumer shall not incur any additional costs or obligations in connection with exercising the right of withdrawal.

11.6. Exceptions to the Right of Withdrawal (*Section 29(1) of Government Decree No. 45/2014 (II.26.)*)

The Consumer may **not** exercise the right of withdrawal in the following cases:

- a) in the case of a service contract, after the service has been fully performed, provided that performance began with the Consumer's prior express consent and acknowledgment that they would lose their right of withdrawal upon full performance;
- b) in respect of goods or services whose price depends on fluctuations in the financial market beyond the Service Provider's control;
- c) in respect of non-prefabricated goods manufactured on the basis of the Consumer's instructions or explicit request, or goods clearly personalized for the Consumer;
- d) in respect of goods that are liable to deteriorate or expire rapidly;
- e) in respect of sealed goods which are not suitable for return for health protection or hygiene reasons once unsealed after delivery — this exception applies to the food products and food supplements marketed by BODYFACT, subject to the provisions of Section 11.7 of these Terms and Conditions;
- f) in respect of goods which, by their nature, become inseparably mixed with other goods after delivery;

- g) in respect of alcoholic beverages whose actual value depends on market fluctuations beyond the Service Provider's control, where the price was agreed upon at the time of concluding the contract but delivery takes place only after the 30th day following the conclusion of the contract;
- h) in the case of a contract under which the Service Provider visits the Consumer at the Consumer's explicit request for the purpose of carrying out urgent repair or maintenance work;
- i) in respect of the sale of sealed audio or video recordings or sealed computer software where the Consumer has unsealed the packaging after delivery;
- j) in respect of newspapers, periodicals and magazines, except for subscription contracts;
- k) in the case of contracts concluded at a public auction;
- l) in the case of contracts for accommodation services, transport, car rental, catering services or leisure activities where the contract specifies a fixed date or period for performance;
- m) in respect of digital content not supplied on a tangible medium, where performance has begun with the Consumer's prior express consent and the Consumer has acknowledged that, by giving such consent, they lose their right of withdrawal.

11.7. Special Rules for Sealed Food Products in Collective Packaging

11.7.1. Pursuant to the provisions of the Hungarian Civil Code and Government Decree No. 45/2014 (II.26.), the Consumer is, as a general rule, entitled to exercise the 14-day right of withdrawal without giving any reason, as set out in this Section.

11.7.2. The provisions of this Section shall apply where the ordered product is marketed in sealed packaging that cannot be returned for health protection or hygiene reasons once opened. Such products include, in particular, the food products marketed by BODYFACT in manufacturer-sealed packaging bearing product identification markings, including collective boxes containing multiple individual sachets.

11.7.3. If the Consumer breaks the manufacturer's external seal of the collective box (e.g. factory adhesive seal, protective film, or any other tamper-evident sealing

element), the Service Provider shall be entitled to refuse the Consumer's withdrawal without giving any reason, based on the statutory exception set out in Section 11.6(e), citing hygiene and health protection considerations. This provision shall apply even where the individual sachets appear to remain unopened after the collective box has been opened.

11.7.4. If the collective box has not been opened and the manufacturer's seal remains intact, the Consumer may exercise the right of withdrawal without giving any reason in accordance with Sections 11.1–11.5 of these Terms and Conditions.

11.7.5. The Service Provider shall display a clear and prominent notice referring to the contents of this Section on the product page, in the shopping cart and in the order confirmation.

12. Warranty for Defects (Statutory Warranty) and Product Warranty

The statutory warranty for defects and product warranty provisions set out in this Chapter apply to Consumers only. In the case of Business Customers, the statutory limitation periods and burden of proof shall be governed by the general provisions of the Hungarian Civil Code applicable to contracts concluded between businesses.

The statutory warranty provisions contained in this Chapter reflect the minimum level of consumer protection provided by Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods, which is implemented uniformly throughout the Member States of the European Union through their respective national laws. Where the law of the Consumer's Member State of habitual residence provides for more favourable protection than that set out in this Chapter, the more favourable provisions shall prevail.

12.1. Statutory Warranty for Defects

When may you exercise your statutory warranty rights?

If the Service Provider performs the contract defectively, you may assert a statutory warranty claim against the Service Provider in accordance with the provisions of the Hungarian Civil Code.

What rights are you entitled to under the statutory warranty?

At your option, you may exercise the following statutory warranty rights:

You may request repair or replacement, unless the remedy chosen by you is impossible or would impose disproportionate additional costs on the Service Provider compared to another available remedy.

If you have not requested, or could not request, repair or replacement, you may claim a proportionate reduction of the purchase price, have the defect remedied at the Service Provider's expense (either by yourself or by a third party), or, as a last resort, withdraw from the contract.

You may change from one statutory warranty remedy to another; however, you shall bear the costs of such change unless it was justified or made necessary by the Service Provider's conduct.

Within what period may you assert a statutory warranty claim?

You are required to notify the Service Provider of the defect without undue delay after discovering it, but no later than two (2) months after its discovery.

Your statutory warranty rights expire two (2) years after the date of performance (delivery).

Against whom may you assert your statutory warranty claim?

You may assert your statutory warranty claim directly against the Service Provider.

What other conditions apply to the enforcement of statutory warranty rights?

Within one (1) year from the date of performance, there is no condition for enforcing a statutory warranty claim other than notifying the defect, provided that you can prove that the product was supplied by BODYFACT Ltd.

After the expiry of one (1) year from the date of performance, the burden of proof shifts to you, and you must demonstrate that the defect already existed at the time of delivery.

12.1.1. Exception – Taste, Texture and Personal Preference

Taste, texture and personal preference shall not, in themselves, constitute a product defect and shall not give rise to any statutory warranty claim.

12.2. Product Warranty

When may you exercise your product warranty rights?

If a movable product (for the purposes of this Section: the "Product") is defective, you may, at your choice, assert either:

- a statutory warranty claim under Section 12.1; or
- a product warranty claim,

in accordance with the provisions of the Hungarian Civil Code.

What rights are you entitled to under a product warranty claim?

Under a product warranty claim, you may only request the repair or replacement of the defective Product.

When is a Product considered defective?

A Product is considered defective if:

- it fails to comply with the quality requirements applicable at the time it was placed on the market; or
- it does not possess the characteristics described by the manufacturer.

Against whom may you enforce your product warranty rights, and within what time limit?

Product warranty claims may be asserted against the manufacturer or distributor (manufacturer) within two (2) years from the date on which the Product was placed on the market by the manufacturer.

Upon expiry of this period, the right shall lapse.

What is the burden of proof in product warranty claims?

You must prove that the defect already existed when the Product was placed on the market by the manufacturer.

When is the manufacturer exempt from product warranty liability?

The manufacturer shall be exempt from product warranty liability if it proves that:

- the Product was not manufactured or placed on the market in the course of its business activities;
- according to the state of scientific and technical knowledge at the time the Product was placed on the market, the defect could not have been detected; or
- the defect resulted from compliance with mandatory legal requirements or binding regulatory provisions.

Please note that you may simultaneously assert a statutory warranty claim against the Service Provider and a product warranty claim against the manufacturer in respect of the same defect.

If your product warranty claim is successful, any subsequent statutory warranty claim relating to the replaced Product or the repaired component may thereafter only be asserted against the manufacturer.

12.3. Commercial Guarantee

The products distributed by BODYFACT—including food supplements, foods and related accessory products (such as shakers)—do not fall within the categories of durable consumer goods subject to the mandatory guarantee under Decree No. 10/2024 (VI.28.) of the Ministry of Justice concerning the designation of product categories covered by compulsory guarantees.

Accordingly, no statutory mandatory guarantee applies to these Products.

The Service Provider does not provide any voluntary commercial guarantee for these Products.

13. Handling of Quality Complaints

13.1. Complaint Submission Channels

Quality complaints may be submitted through any of the following channels:

- by e-mail: quality@bodyfact.eu
- via the Customer Service contact form
- in accordance with the information enclosed with the shipment

A quality complaint may be submitted in the language selected by the Customer during the ordering process (Hungarian, English or German), and the Service Provider shall investigate and respond to the complaint in the same language.

13.2. Required Supporting Documents

For the efficient investigation of a quality complaint, the Service Provider may request:

- the Product batch number;
- photographs showing the nature of the defect; and
- proof of purchase.

13.3. 72-Hour Service Level Commitment (SLA)

The Service Provider undertakes to review the submitted complaint and provide an initial response within 72 hours of receipt.

13.4. Resolution of Quality Complaints

Following the investigation of the quality complaint, and depending on the nature and severity of the issue, the Service Provider may resolve the complaint by one of the following means:

- replacement of the Product;
- refund of the purchase price;
- partial compensation; or
- extension of the investigation period where further examination is required.

13.5. Product Inspection

The Service Provider shall be entitled to request that the Product alleged to be defective be returned for examination and quality assessment.

14. Food Recall Procedure

14.1. Obligation to Initiate a Food Recall

The Service Provider is legally required to initiate a food recall procedure without undue delay whenever a food safety risk is identified.

14.2. Notification of Customers

Customers shall be informed of a product recall through one or more of the following channels:

- e-mail notification;
- a notice published on the Webshop; and
- social media, where necessary.

14.3. Mandatory Contents of the Recall Notice

The recall notice shall include:

- the exact name of the affected Product;
- the manufacturing batch number;
- the reason for the recall;
- the nature of the identified health risk;
- instructions for returning the Product; and
- the compensation or refund procedure.

14.4. Immediate Compensation

The Service Provider shall refund the purchase price of any recalled Product without undue delay, regardless of:

- whether the Customer is able to present the purchase receipt (except in cases of fraud); or
- whether the Product has been opened.

14.5. Batch Identification

The Service Provider shall identify the affected production batches on the basis of:

- Shopify order records; and
- the manufacturer's batch register.

14.6. Compliance with the EU Food Safety Rapid Alert System

The Service Provider's food recall procedure is consistent with the principles of the Rapid Alert System for Food and Feed (RASFF) of the European Union.

15. Customer Reviews and User-Generated Content (Review & UGC Policy)

15.1. Purpose of the Customer Review System

15.1.1.

BODYFACT operates a customer review system for the following purposes:

- a) improving the customer experience and supporting product development;
- b) conducting customer satisfaction surveys, i.e. assessing the Customer's satisfaction with their order and the purchased Product, in accordance with Section 15.3 of these Terms and Conditions;
- c) collecting customer feedback; and
- d) marketing and commercial communication purposes, including incentivised review requests (commercial communications) as described in Section 15.7 of these Terms and Conditions.

15.1.2.

Customer satisfaction requests referred to in Section 15.1.1(b), provided that they do **not** include any incentive (such as a coupon, loyalty points or a discount), shall **not** be regarded as advertising or direct marketing communications. Such requests shall be treated separately from the incentivised review requests referred to in Section 15.1.1(d), which constitute commercial communications.

The different legal bases for the processing of personal data applicable to these two types of requests are set out in Sections 15.3 and 15.7 of these Terms and Conditions and in BODYFACT's Privacy Notice in force from time to time.

15.1.3.

Customer reviews may be collected and managed through the system of a third-party service provider, including, in particular, Yotpo or an equivalent service provider.

15.1.4.

The review system may allow Customers, in particular, to:

- submit a star rating;
- publish a written review;
- upload photographs; and
- upload videos.

15.2. Verified Customer Reviews

15.2.1. BODYFACT primarily collects and displays reviews submitted by verified customers.

15.2.2. A person qualifies as a verified customer if:

- the Product was actually purchased in the BODYFACT Webshop;
- the order has been fulfilled; and
- the e-mail address associated with the order matches the e-mail address used in the review system.

15.2.3. Verified customer status is determined through technical and administrative verification based on the order data recorded in the Shopify system, the order identification number and the customer's e-mail address.

15.2.4. Reviews authenticated in this manner may be displayed with the designation "Verified Customer" or an equivalent label.

15.2.5. In accordance with European Union consumer protection rules, BODYFACT applies appropriate and proportionate measures to ensure that reviews identified as originating from verified customers are linked to actual purchases.

15.3. Requesting Reviews

15.3.1. Following the fulfilment of an order, BODYFACT may invite the Customer to submit a review through an automated electronic message. Such communication constitutes customer satisfaction information only and, except in the case of incentivised reviews under Section 15.7 of these Terms and Conditions, does not contain advertising content.

The legal basis for the processing of personal data relating to review request messages is BODYFACT's legitimate interest. Detailed information regarding the legal basis and the categories of processed data is set out in BODYFACT's Privacy Notice in force from time to time.

15.3.2. The link for submitting a review shall be sent exclusively to the Customer associated with the relevant order.

15.3.3. Submission of a review is voluntary.

15.3.4. The Customer may unsubscribe from review request messages at any time, free of charge and without providing a reason. The method of unsubscribing is indicated in the relevant message.

Unsubscribing shall not affect the Customer's entitlement to receive other communications arising from the contractual relationship with BODYFACT (e.g. order confirmations or invoices).

15.4. Licence for User-Generated Content

15.4.1. By submitting any text, image, audiovisual or other content, the Customer grants BODYFACT a non-exclusive, royalty-free, worldwide, transferable and sublicensable licence to use such content.

15.4.2. This licence includes, in particular, the right to use the content for:

- display in the Webshop;
- publication on product pages;

- e-mail marketing communications;
- social media communications;
- online and offline advertising campaigns;
- remarketing campaigns;
- printed marketing materials; and
- public relations and corporate communications.

15.4.3. The licence applies to both the original content and technically modified versions thereof.

15.4.4. The Customer may request the withdrawal of the licence at any time through BODYFACT Customer Service. Such withdrawal shall take effect only for the future and shall not affect any lawful use made prior to the withdrawal.

15.4.5. Duration of the Licence

The licence granted by the Customer under this Section shall remain valid for five (5) years from the date the content is uploaded. The Customer may withdraw the licence at any time with future effect in accordance with Section 15.4.4 of these Terms and Conditions.

The limitation of the licence period shall not affect uses lawfully made during the licence term (for example, printed marketing materials already published), where retroactive withdrawal would impose a disproportionate burden.

15.5. Image Rights, Voice Recordings and Personality Rights

15.5.1. The Customer represents and warrants that they have the necessary rights to the uploaded content.

15.5.2. Where the uploaded content contains the Customer's likeness, voice or any other personal characteristics, the Customer expressly consents to their use in accordance with these Terms and Conditions.

15.5.3. If the uploaded content includes third parties, the Customer represents and warrants that they have obtained the appropriate consent from those individuals.

15.5.4. The Customer shall bear full responsibility for any claims arising from unlawfully uploaded content and shall indemnify and hold BODYFACT harmless against all such claims.

15.5.5. BODYFACT is entitled to electronically log and retain records of the Customer's consent, including the date and time of consent, the order identification number, the user identification, and the version of the legal document accepted.

15.6. Moderation Policy

15.6.1. BODYFACT reserves the right to moderate submitted reviews either before or after publication.

15.6.2. BODYFACT shall not remove a review solely because it is negative.

15.6.3. In accordance with Regulation (EC) No. 1924/2006, BODYFACT may reject or remove, in particular, content that:

- is unlawful;
- is offensive or obscene;
- is misleading;
- promotes hatred or discrimination;
- infringes the rights of third parties;
- contains personal data;
- contains advertising or promotional material;
- is unrelated to the Product;
- contains claims relating to the prevention, treatment or cure of diseases; or
- contains statements that present risks from the perspective of food law, advertising law or consumer protection law.

15.7. Incentivised Reviews

15.7.1. In certain cases, BODYFACT may provide a coupon, loyalty points, a discount or another incentive in exchange for submitting a review.

15.7.2. The incentive is linked solely to the submission of a review.

15.7.3. The incentive shall not, either directly or indirectly, depend on whether the review is positive or negative, on the rating awarded, or on the tone of the review.

15.7.4. A review request message containing an incentive constitutes advertising within the meaning of the applicable legislation governing commercial advertising activities. Such messages may be sent only to Customers who have provided their prior, explicit and unambiguous consent. The legal basis for the processing of personal data in this context is the Customer's consent.

Detailed rules regarding the giving of consent and its withdrawal at any time, free of charge (unsubscribe), are set out in BODYFACT's Privacy Notice in force from time to time.

15.7.5. Where the Customer has not provided the consent referred to in Section

15.7.4, BODYFACT may send only the non-incentivised customer satisfaction review request referred to in Section 15.3 of these Terms and Conditions.

15.8. Technical Editing and Translation

15.8.1. BODYFACT may:

- format reviews;
- correct spelling and grammar;

- make technical abridgements;
- translate reviews; and
- display reviews in multiple languages.

15.8.2. In making such modifications, BODYFACT shall not alter the substantive content or meaning of the review.

15.9. Data Processing

15.9.1. The processing of personal data relating to customer reviews and user-generated content (UGC)—including the categories of processed data, the legal bases for processing, data subject rights, retention periods, and the rules governing withdrawal of consent and requests for deletion—is governed in detail by BODYFACT's Privacy Notice in force from time to time.

15.9.2. The legal basis for the processing of personal data relating to review request communications under Sections 15.3 and 15.7 of these Terms and Conditions is governed by Sections 15.3.1 and 15.7.4, respectively.

16. Complaints and Legal Remedies

16.1. BODYFACT aims to fulfil all orders with the appropriate quality and to the Customer's full satisfaction. If, however, the Customer has a complaint concerning the Contract or its performance, the complaint may be submitted orally or in writing through any of the following channels:

- a) by telephone;
- b) by e-mail;
- c) via the customer service contact form available in the Webshop; or
- d) by post addressed to BODYFACT's registered office.

(Contact details: see Section 2.1. "Service Provider Information" of these Terms and Conditions.)

16.2. Oral Complaints

The Service Provider shall investigate oral complaints immediately and, where necessary, remedy them without delay.

If the Customer disagrees with the handling of the complaint, or if the complaint cannot be investigated immediately, the Service Provider shall promptly prepare a written record of the complaint and of its position regarding the complaint.

A copy of the record shall be provided to the Customer:

- a) immediately, in the case of an oral complaint made in person; or
- b) no later than together with the substantive response, where the complaint was communicated by telephone or by other electronic communications services. In such cases, the complaint shall also be assigned a unique identification number.

The record shall include:

- the Customer's name and residential address or e-mail address;
- the place, date and method of submitting the complaint;
- a detailed description of the complaint and a list of the evidence presented;
- the Service Provider's position, where the complaint can be assessed immediately;
- the signatures of both the person preparing the record and the Customer (except in the case of complaints made by telephone or other electronic communications);
- the place and date of preparation; and
- in the case of complaints submitted by telephone or other electronic communications, the unique complaint identification number.

16.3. Written Complaints

The Service Provider shall provide a substantive written response to the written complaint within 30 days of its receipt, using a verifiable method, and shall ensure that the response is communicated to the Customer.

Where the complaint is rejected, the Service Provider shall provide reasons for its decision.

The Service Provider shall acknowledge receipt of the written complaint without undue delay by e-mail sent to the e-mail address provided by the Customer.

The Service Provider shall retain the record of any oral complaint, the written complaint, and its substantive response for three (3) years, and shall make them available to the competent supervisory authority upon request.

16.4. Legal Remedies in the Event of Complaint Rejection

If the Service Provider rejects the Consumer's complaint or fails to resolve it within the statutory time limit, the Consumer may, at his or her discretion, pursue any of the following remedies:

- a)** submit a complaint to the Hungarian consumer protection authority having jurisdiction based on the Service Provider's registered office; a Consumer whose habitual residence is in another Member State may also contact the consumer protection authority of his or her own Member State, which shall cooperate with the competent Hungarian authority in accordance with Regulation (EU) 2017/2394. The contact details of the authority having jurisdiction based on the Service Provider's registered office are set out in Section 16.4.1 of these GTC;
- b)** initiate proceedings before the conciliation body referred to in Sections 17.1–17.3 of these GTC or, if residing in another Member State, before the alternative dispute resolution (ADR) body operating in his or her own Member State;
- c)** initiate court proceedings, subject to the jurisdiction rules set out in Section 18.3 of these GTC.

This Section 16.4 applies exclusively to Consumers. Any dispute between a Business Customer and the Service Provider may only be brought before the court having jurisdiction pursuant to Section 18.3.

16.4.1. Competent Consumer Protection Authority

The consumer protection authority having jurisdiction based on the Service Provider's registered office is:

Consumer Protection Department of the Budapest Metropolitan Government Office
(1072 Budapest, Nagy Diófa u. 10–12., Hungary, e-mail:
fogyasztovedelem@bfkh.gov.hu).

The up-to-date contact details of the consumer protection authority having jurisdiction based on the Consumer's place of residence are available at
<https://kormanyhivatalok.hu>.

16.5. Competent Consumer Protection Authorities

If the Service Provider rejects the Consumer's complaint, a Consumer residing or staying in Hungary may lodge a complaint with the consumer protection authority of the competent Metropolitan or County Government Office having jurisdiction based on the Consumer's place of residence or stay. The up-to-date list of the competent authorities and their contact details is available at <https://kormanyhivatalok.hu>.

The consumer protection authority having jurisdiction based on the Service Provider's registered office is:

Consumer Protection Department of the Budapest Metropolitan Government Office
1117 Budapest, Prielle Kornélia u. 4/B., Hungary

Telephone: +36 1 450 2598

E-mail: fogyasztovedelem@bfkh.gov.hu

If the Consumer's place of residence or habitual residence is located in another Member State of the European Union, the United Kingdom, Iceland or Norway, Section 16.6 of these GTC shall apply.

16.6. European Consumer Centre

If the Purchaser's place of residence is located in an EU Member State other than Hungary (the Service Provider's registered office), or in the United Kingdom, Iceland or Norway, the Purchaser may contact the European Consumer Centre:

<https://www.eccnet.eu/>

17. Conciliation Body and Legal Remedies

17.1.

The Purchaser may initiate proceedings before the conciliation body having jurisdiction based on his or her place of residence or habitual residence; failing this, the conciliation body having jurisdiction based on the Service Provider's registered office shall have jurisdiction. At the Purchaser's request, a conciliation body designated by the Purchaser may also conduct the proceedings instead of the otherwise competent body.

The conciliation body having jurisdiction based on the Service Provider's registered office is:

Budapest Conciliation Board

Registered office: 1016 Budapest, Krisztina krt. 99., Hungary

Postal address: 1253 Budapest, P.O. Box 10, Hungary

E-mail: bekelteto.testulet@bkik.hu

Telephone: +36 1 488 2131

17.2. Competent Conciliation Bodies Based on the Purchaser's Residence

The Consumer may also apply to the regional conciliation body having jurisdiction based on his or her place of residence or habitual residence. The up-to-date list of the regional conciliation bodies and their contact details is available at

<https://bekeltetes.hu>.

The contact details of the conciliation body having jurisdiction based on the Service Provider's registered office are set out in Section 17.1 of these GTC.

If the Consumer's place of residence is located in a country other than that of the Service Provider's registered office, Sections 16.6 and 17.3 of these GTC shall apply.

17.3.

Where the Purchaser is a Consumer residing in another Member State of the European Union, he or she is also entitled to refer the dispute to the alternative dispute resolution body operating in his or her Member State of residence.

17.4.

The Parties shall endeavour to resolve their disputes amicably before initiating judicial proceedings.

18. Final Provisions

18.1. General Provisions

These GTC form an integral part of every contract concluded between the Service Provider and the Purchaser.

18.2.

These GTC and all contracts concluded between the Service Provider and the Purchaser shall be governed by the laws of Hungary, subject to the protective clause set out in Section 1.7 of these GTC.

18.3. Jurisdiction

For disputes between the Service Provider and a Business Customer, the Parties agree to the exclusive jurisdiction of the competent Hungarian courts having jurisdiction based on the Service Provider's registered office.

Where the Purchaser is a Consumer whose habitual residence is in another Member State of the European Union, this jurisdiction clause shall not prevent the Consumer from bringing proceedings before the courts of his or her Member State of habitual residence. In accordance with Regulation (EU) No 1215/2012, the Service Provider may bring proceedings against the Consumer only before the courts of the Member State in which the Consumer has his or her habitual residence.

18.4.

These GTC shall enter into force on **7 July 2026**.

Contact and Legal Remedies

Service Provider: BODYFACT Ltd.

Registered office:

Hungary – 1029 Budapest, Csatlós Street 3., Floor 1, Door 3.

Customer Service: hello@bodyfact.eu

Privacy matters: privacy@bodyfact.eu

The Purchaser is entitled to lodge a complaint with the Hungarian National Authority for Data Protection and Freedom of Information (NAIH) and, in relation to consumer disputes, to initiate proceedings before the competent conciliation body or the competent court.