

General Terms of Use

effective as of 22.06, 2023

1. General Conditions

These Terms of Use (“**GTU**” or “**Agreement**”) – along with the relevant legal regulations in force- regulate the access to and use of the trenerkft.hu website made available by **TRÉNER FLIGHT ACADEMY Korlátolt Felelősségű Társaság** (registered seat: 4400 Nyíregyháza, Repülőtér 1., Hungary; company registration number: 15-09-084850– here in after: “**TFA**”) (here in after: “the **Website**”) for You as visitor or user of the Website (“**User**” or “**You**”).

This Agreement is a legally binding contract between You and TFA. By accepting this GTU You represent and warrant that You are above the respective legal age and You are fully capable of entering into this binding Agreement.

The Website and all information, documents, communications, posts, files, text, graphics, software, and products accessible through the Website (“**Content**”) are made available for You as the person accessing the Website exclusively for Your personal use subject to the terms and conditions set forth in this document, in the TFA Privacy Policy and other relevant documents made available for you. By accessing the Website You accept these General Terms of Use and all other applicable documents as binding for Your use of the Website.

By accessing the Website, You accept that TFA may modify these General Terms of Use and all other applicable documents at any time without advance notice. You are responsible for regularly reviewing all the applicable documents. Continued use of the Website following any such changes shall constitute your acceptance of such changes.

2. Service Provider Information

Name: TRÉNER FLIGHT ACADEMY, Service Provider, Limited Liability Company

Registered Office: 4400 Nyíregyháza, Repülőtér u 1,

Company Registration Number: 15-09-061647,

Tax Number: 11240695-2-15,

Name of the Register Court: Metropolitan Court of Budapest Company Court

Bank Account Number: 11600006-00000000-50535679,

IBAN: HU91116000060000000050535679,

SWIFT / BIC: GIBAHUHB,

Web Store Phone Number: +36 42 430-138,

Web Store Email Address: info@trenerkft.hu,

Hosting Service Provider Information: MediaCenter Hungary Ltd.,

Registered Office Address: 6000 Kecskemét, Erkel Ferenc Street 5,

Tax Number: 13922546-2-03,

<https://www.mediacenter.hu/ceg.php>

Any information on the Website is placed here for information purposes only and may not be considered a contractual offer.

All content of the Website may be accessed by any User without registration. The Website may be used without the User revealing their identity in any way or having to provide any personal data.

3. Terms of Use of the Website

3.1. Only individuals who have reached the age of 18, i.e., adults, are allowed to use the Web Store. To use the Web Store as a minor, the consent of a parent or legal guardian is required.

3.2. In the context of these GTC, the Customer shall mean any natural or legal person, as well as an organization without legal personality using the service. The Customer is considered a consumer when ordering the service. According to Section 8:1 (1) point 3 of the Civil Code, a consumer is a natural person who acts outside the scope of his profession, independent occupation, or business activities.

3.3. The Service Provider is not obligated to verify the accuracy of the personal data provided in the Web Store, and the Service Provider shall not be held responsible in this regard.

3.4. The Customer may use the Web Store at their own risk and acknowledges that the Service Provider is not responsible for any pecuniary or non-pecuniary damages arising from the use of the Web Store, beyond liability for intentional misconduct, gross negligence, or breach of contract that causes harm to life, bodily integrity, health, or contractual obligations.

4. Ordering Procedure, Quotation

4.1 After selecting the specific type of Service, the Customer can click on the image to obtain information about the essential conditions of the Service, including its key features, purchase price (with tax indication), and other relevant terms. The information available during the

selection of the specific Service type in the Web Store, together with these Terms and Conditions, provides the Customer with the necessary information for ordering the Service.

4.2 When selecting a specific Service, the Customer has the option to specify if they intend to gift the Service. In such cases, upon ordering the Service, the Service Provider will send a virtual gift voucher to the Customer electronically. During the Service ordering process, the Customer can also provide a personalized message, which will be displayed on the gift voucher.

4.3 The process of registration and purchasing the flight experiences is as follows: The Customer has the option to select the number of participants and define the itinerary. Following the selection of the specific Service type, the Customer can order the Service by clicking the “Add to Cart” button, which adds the Service type to the virtual cart. In the virtual cart, the Customer can review order-related information and also modify or remove items from the cart. After completing the review, to initiate the ordering process, the Customer can click the “Proceed to Checkout” button. Here, they can verify the order contents, provide the necessary billing and payment information, and then submit the order by clicking the “Place Order” button. Submitting the order constitutes an offer made by the Customer, but it does not automatically imply the acceptance of the offer by the Service Provider.

4.4 Registration is not mandatory for making a purchase; however, without providing the required information and personal data, the Customer cannot avail themselves of the Service. Compulsory data to be provided is indicated with an asterisk (*) in the virtual checkout.

4.5 The Customer has the option to correct input errors in the virtual cart before proceeding to checkout. Clicking the “X” button allows the removal of a specific Service from the cart, and the quantity of ordered Services can be adjusted in the appropriate column. If the Customer possesses a coupon, they can enter the coupon code during both cart assembly and at the checkout.

5. Prices, Payment Method

5.1 The prices provided on the Webstore are in Hungarian Forint and include the value-added tax, i.e., they are gross prices. The prices specified in the order are final prices.

5.2 Payment for the Services can only be made through bank card payment via the OTP Simple system. To complete the transaction, the Service Provider’s system will automatically redirect

the user to the OTP Simple page, where they can easily settle the total amount of the order by providing the requested information.

6. Offer Commitment, Formation of the Contract

6.1 In accordance with applicable legal provisions, the Service Provider shall confirm the order submitted by the Buyer within a maximum of 48 hours from its receipt via an automatic email, in which the Service Provider confirms the receipt of the order. The arrival of the confirmation email to the Buyer does not constitute the formation of the contract; it merely serves as notification of the receipt of the order.

6.2 The confirmation email contains the following: the flight voucher. If the Buyer identifies any errors regarding the provided information based on the confirmation email, they are obligated to notify the Service Provider within 24 hours of receiving the confirmation email, either by phone or email as provided by the Service Provider. Otherwise, the Service Provider will consider that all data in the confirmation email corresponds accurately to reality.

6.3 The submission of the Buyer's order to the Service Provider creates an offer commitment on the Buyer's part; however, the Buyer is entitled to withdraw their offer before the Service Provider accepts it, in which case the offer commitment ceases to exist.

6.4 If the confirmation email does not arrive in the Buyer's inbox within 48 hours of the order being submitted to the Service Provider, the Buyer is released from the offer commitment, and they are not obligated to proceed with the Service.

6.5 The acceptance of the offer by the Service Provider will be confirmed through a separate email sent to the Buyer, which constitutes a declaration of acceptance and agreement. The contract is considered to be formed when the Service Provider's acceptance of the offer arrives at the Buyer.

6.6 The Service Provider may contact the Buyer by phone or email to clarify any open questions related to the order. The phone numbers and email addresses will be used by the Service Provider exclusively for order processing and delivery purposes, without using them for promotional purposes without the explicit consent of the Buyer.

6.7 The contract concluded electronically constitutes a contract in electronic form, and it is governed by the provisions of the Civil Code, the Act on Electronic Commerce Services, and certain aspects related to information society services (Act CVIII of 2001). The contract falls

under the scope of Government Decree 45/2014 (II.26.), regulating detailed rules for contracts between consumers and businesses, and takes into account the provisions of Directive 2011/83/EU on consumer rights.

6.8 Contracts made through the Webstore are not considered written contracts, and the Service Provider does not archive them, making them inaccessible and unviewable after the fact. The Service Provider is not subject to any codes of conduct. Contracts can only be concluded in the Webstore in the Hungarian language.

6.9 The validity period of the scenic flight vouchers is one year. The voucher is valid for one year from the date of issuance, and it cannot be used after the expiration date.

7. Prices and Payment Terms

7.1 The prices provided in the Webstore are in Hungarian Forint and include the value-added tax, meaning they are gross prices. The prices specified in the order are final prices.

7.2 The Service Provider reserves the right to unilaterally modify, offer discounts on, or withdraw the prices of the Services.

7.3 The payment for the Services can only be made through bank card payment via the OTP Simple system. For transaction processing, the Service Provider's system automatically redirects the user to the OTP Simple page, where they can easily settle the final amount of the order by providing the requested information.

7.4 The Service Provider does not store the payment data entered during the transaction. These data are managed by the operator and provider of the SimplePay Service, OTP Mobil Szolgáltató Korlátolt Felelősségű Társaság (OTP Mobil Kft., registered office: 1143 Budapest, Hungária krt. 17-19.), and their data protection regulations apply to these personal data.

7.5 The Service Provider will always issue an invoice or an equivalent document for the Service ordered, which will be sent electronically to the Buyer. The data regarding the invoice will be provided to the tax and customs authority in accordance with the provisions of Act CXXVII of 2007 on value-added tax. The Service Provider disclaims any responsibility for the legal consequences arising from any false information provided by the Buyer during the order.

8. Right of Withdrawal

8.1 Right of Withdrawal

8.1.1 The Buyer is entitled to withdraw from this contract without giving any reason within 14 days. The withdrawal period shall expire 14 days after the day on which the contract is concluded.

8.1.2 If the Buyer wishes to exercise their right of withdrawal, they must send a clear statement of their withdrawal intention to the following email address: [info@trenerkft.hu]. For this purpose, the Buyer may use the withdrawal form provided by the Service Provider in connection with these GTCs. The Service Provider shall promptly acknowledge receipt of the withdrawal statement. The Buyer shall be deemed to have complied with the deadline for withdrawal if they send their withdrawal statement before the expiry of the above-mentioned deadline.

8.2 Effects of Withdrawal

8.2.1 If the Buyer withdraws from the contract, the Service Provider shall reimburse all payments received from the Buyer, without undue delay and in any event not later than 14 days from the day on which the Service Provider is informed of the Buyer's decision to withdraw from this contract. The Service Provider will carry out such reimbursement using the same means of payment as the Buyer used for the initial transaction unless the Buyer has expressly agreed otherwise; in any event, the Buyer will not incur any fees as a result of such reimbursement.

9. Warranty

9.1 Under what circumstances can the Buyer exercise their warranty rights?

The Buyer may assert warranty claims against the Service Provider in accordance with the rules of the Civil Code in the event of defective performance by the Service Provider. In the case of vouchers, the warranty right is valid for one year from the issuance of the voucher.

9.2 What rights does the Buyer have based on their warranty claim?

In the event of defective performance, the Buyer may request a proportional reduction of the consideration or, in the final instance, withdraw from the contract. In case of withdrawal, the Buyer may switch to another warranty claim, but the cost of such switch shall be borne by the Buyer unless it was justified or caused by the Service Provider.

9.3 Within what deadline can the Buyer assert their warranty claim?

The Buyer is obliged to report the defect immediately after its discovery.

9.4 Against whom can the Buyer assert their warranty claim?

The Buyer can assert their warranty claim against the Service Provider.

10. Buyer's Remedies

10.1 Complaint Handling

10.1.1 The Buyer can submit consumer complaints regarding the Service to the Service Provider at the following contact information:

Mailing address: Tréner Flight Academy 4400, Nyíregyháza Repülőtér u. 1.

Email address: info@trenerkft.hu

10.1.2 The Service Provider will immediately examine the verbal complaint and, if possible, remedy it immediately. If immediate remedy of the verbal complaint is not possible due to the nature of the complaint or if the Buyer does not agree with how the complaint is handled, the Service Provider will record the complaint in a protocol, which will be kept for 3 (three) years along with the substantive response to the complaint.

10.1.3 In the case of a verbal complaint made in person, the Service Provider will provide the Buyer with one copy of the protocol on the spot, or if this is not possible, the Service Provider will follow the written complaint rules detailed below. In the case of a verbal complaint made by phone or other electronic communication means, the Service Provider will send the Buyer a copy of the protocol no later than simultaneously with the substantive response. In all other cases, the Service Provider will proceed in accordance with the legal regulations concerning written complaints.

10.1.4 A complaint recorded by phone or other communication means will be given a unique identifier by the Service Provider to facilitate tracking of the complaint. The Service Provider will respond substantively to the written complaint within 30 (thirty) days, i.e., it will arrange for the forwarding (dispatch) of the response to the customer's complaint within this deadline.

10.1.5 In the event of rejecting a complaint, the Service Provider will inform the Buyer of the reasons for the rejection and of which authority or conciliation body, depending on the nature of the complaint, the Buyer can turn to. The information will also include the seat, telephone

and internet contact details, as well as the mailing address of the competent authority or the conciliation body depending on the Buyer's place of residence or habitual residence. The information will also cover whether the Service Provider is willing to participate in a conciliation body procedure for the settlement of consumer disputes.

10.2 Other Remedies

10.2.1 If a consumer dispute that arises between the Service Provider and the Buyer cannot be resolved through negotiations with the Service Provider, the Buyer, who is a consumer, may turn to the conciliation body competent according to their place of residence or habitual residence and initiate a procedure with the body. The contact information for Conciliation Bodies can be accessed through the following link: <https://bekeltetes.hu/udvozlo?id=testuletek>

10.2.2 If the Buyer qualifies as a consumer and does not have a place of residence or habitual residence, the jurisdiction of the conciliation body is determined by the location of the Service Provider, whose details are as follows:

Szabolcs-Szatmár-Bereg County Conciliation Board Address: 4400 Nyíregyháza, Széchenyi u.
2. Phone: 06-42-420-180 Fax: 06-42-420-180 Email: bekelteto@szabkam.hu

10.2.3 In addition to the above, the Buyer has the following means of enforcing their rights:

Lodging a complaint with consumer protection authorities. Initiating legal proceedings.

10.2.4 In the case of cross-border consumer disputes, the Buyer can submit a complaint to the European Commission's Online Dispute Resolution platform, which is accessible after prior registration via the following link: <http://ec.europa.eu/odr>.

11. Unilateral Amendment of these GTC

11.1 The Service Provider reserves the right to unilaterally amend these GTC at any time with prior notification to users on the Website. The Service Provider will publish this notification on the Website in a timely manner before the amended GTC takes effect. The modified provisions will become effective for the Buyer upon their first use of the Website following the entry into force, with regard to subsequent orders and further use of the Webshop.

You can download the currently valid General Terms and Conditions [here](#).

You can download the withdrawal form template [here](#).