

General Terms and Conditions

I. The Contracting Parties

I.1. The Service Provider

Name of the Service Provider: Andrea Cseresznyés, sole proprietor

Address: 4002 Debrecen, Dombhát utca 1.

Registration number: 55818890

Tax number: 57215860-1-29

Telephone number: +36-70-269-6187;

E-mail address: info@corpusvitae.hu

Website: <https://corpusvitae.hu>

I.2. The Customers

A customer is someone who uses any of the services of the www.corpusvitae.hu **website** (hereinafter referred to as the **Website**) or purchases information materials or online marketing services uploaded to the Website.

The services of the Website can be used by those Customers who accept these General Terms and Conditions. Please, if you wish to be an active user of the Website, carefully read our General Terms and Conditions and use our services only if you agree with all of their points and consider them binding on you.

For the purposes of these General Terms and Conditions, a Customer is a natural person who uses a service of the Website – in his own name or on behalf of an organization. By accepting these General Terms and Conditions, the Customer declares that he has the capacity to act with regard to the use of the services of the Website.

The use of the services available on the Website is done with a referring behavior. Contracts concluded in relation to the services used are not filed, are concluded exclusively in electronic form, cannot be retrieved later, and do not refer to a code of conduct. In case of questions arising regarding the operation of the Website, we are at your disposal at the given contact details!

I.3. Main definitions

- **Distance contract:** a Consumer contract concluded within the framework of a distance selling system organised for the provision of the product or service under the contract, without the simultaneous physical presence of the parties, in such a way that, in order to conclude the contract, the contracting parties use exclusively a means of communication between distant parties.

- **Service provider:** a natural person or legal person or an organisation without legal personality providing a service related to the information society.

- **Consumer:** a natural person acting for purposes outside his/her independent occupation and economic activity (hereinafter referred to as: buyer)

- **Contract for the provision of services:** any contract other than a sales contract, under which the undertaking provides a service to the Consumer or undertakes to provide a service, and the Consumer pays or undertakes to pay the consideration for the service.

II. General information.

II.1. Purpose, amendment, scope of the GTC

The scope of these General Terms and Conditions extends to the Website www.corpusvitae.hu. The Service Provider has issued the General Terms and Conditions in order to regulate in detail the conditions related to the services of the Website and its use, the rights, obligations of the Service Provider and the Customer and other important circumstances related to the services of the Website.

The General Terms and Conditions contain the general terms and conditions of the legal relationship between the Service Provider and the Customer entering into a contractual relationship with it. The Customer who uses any of the services of the Website accepts these General Terms and Conditions by referring to them and recognizes them as binding on him. Regarding issues not regulated here, the Hungarian laws and official regulations in force at all times regarding the Service Provider's activities, as well as the provisions of Act V of 2013, the Civil Code (hereinafter: Ptk.), and Act LXXVI of 1999 on Copyright (hereinafter: Szjt.) shall apply without any special stipulation.

The Service Provider reserves the right to amend the General Terms and Conditions in whole or in part at any time. The General Terms and Conditions and any amendments thereto shall enter into force upon publication and shall remain in force as long as the Service Provider provides the services of the Website or amends the General Terms and Conditions. The date of publication of these General Terms and Conditions, and their entry into force at the same time, is: **February 3, 2025**.

II.2. Subject of the contract:

The subject of the contract is all services available on the Website, which the Clients use or purchase against payment of a fee. The language of the contract is Hungarian. By placing the order, the Client declares that he accepts the parameters of the service and recognizes it as meeting his requirements in all respects. The Service Provider provides the Clients with an online interface for using the services of the Website and purchasing the knowledge materials, courses, and online trainings available there.

II.3. Definition of product offering:

The Service Provider carries out its activities on the Website in order to provide services aimed at spinal gymnastics and other natural medicine treatments related to musculoskeletal complaints and the organization of online trainings, examinations, consultations, and advice related to this.

II.3.1. The following products and services can currently be ordered through the webshop;

Online trainings:

- **Spinal training**

- 7 courses around the table

A detailed description of the online trainings, their characteristics, and the services provided with the course can be found on the website www.corpusvitae.hu.

II.4. Personal data:

The use of the Clients' personal data is carried out in accordance with the current regulations of Act CXII of 2011 on the right to information self-determination and freedom of information (hereinafter: Infotv.). The Service Provider stores the Clients' data in order to fulfill the contract and to later prove the terms of the contract.

When using certain functions of the Website, the Clients must provide some of their personal data to the Service Provider. The requested data is recorded, stored, processed and used by the Service Provider. The requested data is essential for the proper use of the Website, for maintaining contact, for fulfilling the order, and for processing.

The Service Provider handles the Clients' data with utmost security, acts in accordance with the Infotv. during their use, and keeps the data only for the period necessary to perform the services provided by the Website. The data management principles and detailed rules applied by the Service Provider can be found in the Data Management Information published by the Service Provider, which is available on the Website www.corpusvitae.hu.

III. Ordering process

In the webshop belonging to the www.corpusvitae.hu Website, the Customer can order the following services;

Online trainings:

- **Spinal training** (Subscription service, the characteristics of which can be found in Section IV.4 of the GTC and on the Website.)

- 7 courses around the table

The customer can select the services that can be ordered through the webshop using the "ONLINE TRAININGS" menu in the header of the page. A detailed description of its characteristics can be found on the page of the selected product or service. By clicking on the "I NEED THIS" button, the process of ordering the selected product or service can be started, and then on the cart page we will find a summary of the products placed in the cart. By selecting the "PROCEED TO CHECKOUT" option, the billing data must be entered, which are the following: full name, e-mail address, telephone number, billing address, in the latter case, company billing can be optionally selected. Before payment, the box in front of the statement "I have read and accept the General Terms and Conditions" must be checked. Before payment, an arbitrary password must also be entered, with which the buyer will automatically create his/her own user account after payment, of which he/she will receive a separate notification by e-mail. Creating a user account is necessary because the videos or other educational materials related to the purchased training can be

viewed through this interface, but the previously provided data can also be modified or supplemented through the account.

After selecting the payment method, the payment can be initiated and the order can be finalized by clicking on the "SEND ORDER" or "JOIN" button.

IV. Payment method for the ordered service and processing of orders

The fee for the services is determined on the Website together with the theme and other conditions of the given TRAINING or other service.

VI.1. Possible payment methods:

- Payment by bank card through the following payment service provider:

Payment via the STRIPE payment service provider is only possible for private individuals!

- Payment by bank card through the STRIPE payment service provider.

(www.stripe.com GTC: <https://stripe.com/en-hu/terminal/legal>, GDPR: <https://stripe.com/en-hu/privacy>)

The total amount to be paid includes all costs. The invoice will be sent to the e-mail address provided for this purpose at the same time as the bank card payment. When paying by bank card, you must provide the details of the bank card (card number, expiration year/month, name, security code) from the bank account assigned to which the payment is made.

IV.2. Processing orders and using services

Orders and applications are processed continuously, within the shortest possible time from payment, which in most cases means 1-2 hours after payment, which period - especially in the event of a technical or other disruption - may be longer.

The videos and other knowledge materials associated with the purchased product can be viewed for an unlimited period from the date of purchase, but they cannot be downloaded. Customers will receive a notification by e-mail about the technical conditions for using the course material.

IV.3. Fee Credit/Payment Confirmation and Registration

The contract between the parties for the purchase of the Service and the provision of the service is concluded on the day the e-mail containing the fee credit is sent. After successful payment, the e-mail confirming the fee credit also arrives at the Customer as a confirmation e-mail about the start of the performance, which also includes the electronic invoice. After payment, the Customer will find a registration interface, on which he must enter his username, e-mail address, and password to log in to his own account, after which the purchased service becomes accessible.

IV.4. Subscription services

In the case of subscription services, the subscription fee is also paid by bank card through the STRIPE system. The system automatically deducts the subscription fee from the subscribers' bank account every month. The electronic invoice is issued and sent to the subscriber via e-mail within 15 days after the monthly fee is deducted. The subscription can be terminated at any time, the notice period is 30 days from the date of written notification of termination. The subscription will also be terminated without written notification of termination or in the event of non-payment of the subscription fee (deletion of subscription and bank card details).

V. Purchase Price/Service Fee

The purchase price is always the amount indicated next to the selected Service, which is the gross purchase price.

The Service Provider reserves the right to change the prices of the Services that can be ordered from the Website, provided that the modification enters into force simultaneously with its appearance on the Website. The price change does not apply to the Service that has already been ordered at the time of the modification.

VI. Refusal/rejection of the service

The Service Provider reserves the right to refuse orders, e.g. due to a conflict of competitive interests.

The Service Provider reserves the right to refuse to provide the Service – before it begins. In such a case, any consideration already paid in the meantime will be refunded to the Customer immediately, but no later than on the business day following the notification of the refusal to provide the Service (initiating a refund to the Customer's bank card used at the time of purchase through the STRIPE system).

If the Service Provider does not fulfill its contractual obligations because it is unable to provide the ordered service, it is obliged to inform the Customer thereof immediately, but no later than within 3 business days. In this case, at the Customer's choice, the Service Provider may offer another time for the use of the ordered service, or the Customer may request an immediate refund of the amount paid, but no later than within 3 days following the notification.

VII. Liability:

The Service Provider primarily develops the Knowledge Materials for the target group specified on the service data sheet. The contents of the Services are developed based on a preliminary, non-representative survey by the Service Provider. The Knowledge Materials do not provide any educational qualifications. The Service Provider assumes no liability for the successful implementation of the Knowledge Materials/Services offered by it by the Customer, nor for the fact that – in the event of successful implementation – it is sufficient in itself to achieve the intended goals of the ordered **online training**, given that it is influenced by many circumstances independent of the Service Provider and the service.

The Service Provider is not liable for any problems or errors attributable to the Customer's erroneous and/or inaccurate order data.

Furthermore, the Service Provider is not liable for any damages resulting from the Customer forgetting their password or for any reason not attributable to the Service Provider.

The Service Provider reserves the right to provide services only upon advance payment or not to provide services at all to Customers who regularly fail to comply with the rules set forth in these General Terms and Conditions or otherwise cause damage to the Service Provider.

The Service Provider is not liable for any damages resulting from any technical faults in the Internet network, any malfunction of communication devices, any malfunction of any software or program, or any technical malfunctions.

The use of the Website services assumes that the customers are aware of and accept the possibilities and limitations of the Internet. The user or customer acknowledges that they must assess the possible risks associated with browsing and shopping themselves, and must ensure the safe use of their computer and the protection of the data stored on it.

By placing an order on the Website, each customer declares that they have understood and accepted these Terms of Use and that they are not subject to any reason that would prevent or restrict their ability to act. On our Website, you can only choose from the payment methods listed. Our Website is not responsible for the payment of the order value that differs from this.

VIII. Right of withdrawal

VIII.1. Exercise of the right of withdrawal in general

According to Government Decree 45/2014 (II.26.), the buyer acting as a Consumer (see: Section I.3.) may withdraw from a contract concluded outside the business premises and between absent parties within 14 days from the date of receipt of the product by the Consumer or a third party designated by the Consumer, other than the carrier, without any adverse legal consequences and without giving any justification. The Consumer, as a buyer (hereinafter referred to in this chapter as: Consumer) may exercise this right by using the declaration template in Annex 2 to Government Decree 45/2014 (II.26.) or by means of another clear declaration. The Consumer's declaration may be sent by post to 4028 Debrecen, Kassai út 129. II/211. or electronically to info@corpusvitae.hu.

VIII.2. Right of withdrawal for products sold through the www.corpusvitae.hu webshop

Some products sold in the www.corpusvitae.hu webshop can be considered digital content provided on a non-tangible data medium, therefore, based on Section 29 (1) (m) of Government Decree 45/2014 (II.26.), the Consumer loses his right of withdrawal if the business has started the performance with the express prior consent of the Consumer, and the Consumer has simultaneously declared that he has acknowledged the loss of his right of withdrawal.

Based on this, if the Service Provider, as a business, starts providing the service within 14 days of the date of purchase, in this case the Consumer, by finalizing the order, also gives his/her express consent to start the performance, which also means the acknowledgement of the loss of the right of withdrawal. In such a case, the Consumer is not entitled to a right of withdrawal.

In the case of certain services, the Service Provider may charge a one-time registration fee, which is not part of the Service Provider's refund obligation.

VIII.3. Validity of the Consumer's declaration of withdrawal

The right of withdrawal shall be deemed to have been exercised within the deadline if the Consumer sends his/her declaration within the deadline. The deadline is 14 days.

The Consumer is responsible for proving that he/she exercised his/her right of withdrawal in accordance with this provision.

The Service Provider is obliged to confirm the Consumer's declaration of withdrawal on an electronic data medium upon its receipt.

VIII.4. The Service Provider's obligations in the event of withdrawal by the Consumer The Service Provider's obligation to refund

If the Consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014. (II. 26.), the Service Provider shall refund the full amount paid by the Consumer as consideration, including the costs incurred in connection with the performance, no later than fourteen days after becoming aware of the withdrawal.

VIII.5. Method of the Service Provider's obligation to refund

In the event of withdrawal or termination in accordance with Section 22 of Government Decree 45/2014. (II. 26.), the Service Provider shall refund the amount due to the Consumer in the same manner as the payment method used by the Consumer. With the express consent of the Consumer, the Service Provider may use another payment method for the refund, but the Consumer may not be charged any additional fees as a result. The Service Provider is not liable for any delay resulting from the Consumer providing an incorrect and/or inaccurate bank account number or postal address.

IX. Warranty

This section of the information for customers as consumers was prepared pursuant to the authority of Section 9 (3) of Government Decree 45/2014 (II.26.) and Annex 3 to Government Decree 45/2014 (II.26.).

IX.1. Warranty

In which case can you exercise your warranty right?

In the event of defective performance by the Operator, you may assert a warranty claim against the Operator in accordance with the provisions of the Civil Code.

What rights do you have based on your warranty claim?

If the service provided by the Website is defective, the Customer may request that the defect be corrected immediately, but no later than within 3 working days. If the Operator does not correct the error within this deadline, in the case of a fee-based service, the fee paid for the defective service shall be refunded to the customer. If the customer deems it probable that he will lose interest after the provision of the defective service, in this case he may request a refund of the fee paid without correcting the error.

Within what deadline can the customer assert his warranty claim?

The customer is obliged to report the error immediately after its discovery, but no later than within two months of its discovery. At the same time, we draw the attention of customers to the fact that they may no longer assert their warranty rights beyond the two-year limitation period from the performance of the contract.

Against whom can Customers assert their warranty claims?

Customers may assert their warranty claims against the Operator.

What other conditions are there for asserting warranty rights?

Within six months of performance, there is no other condition for asserting warranty claims other than notification of the defect, if the Customer proves that the service was provided by the Operator. However, after six months of performance, the Customer is obliged to prove that the defect recognized by the Customer already existed at the time of performance.

X. Protection of intellectual property

www.corpusvitae.hu as a Website and the contents found on this Website are considered copyrighted works and are subject to the provisions of the Hungarian Copyright Act. It is prohibited to download (reproduce), re-transmit to the public, use in any other way, electronically store, process and sell the contents appearing on the Website or any part thereof without the written consent of the Operator. Any material may be taken from the Website and its databases only with a reference to the given website, even with written consent.

The Operator reserves all rights to all elements of its service, its Domain names.

It is prohibited to adapt or reverse engineer the content or parts of the Websites; to establish user IDs and passwords in an unfair manner; to use any application

with which the Websites or any part thereof can be modified or indexed.

X. Complaints handling and legal remedies

The Customer, as a consumer (hereinafter referred to as: consumer for the purposes of this section), may submit consumer complaints regarding the product or the Operator's activities to the following contact details:

Name: Andrea Cseresznyés, sole proprietor

Address: 4002 Debrecen, Dombhát utca 1.

Registration number: 55818890

Tax number: 57215860-1-29

Telephone number: +36-70-269-6187;

E-mail address: info@corpusvitae.hu

website: <https://corpusvitae.hu>

The consumer may communicate his/her complaint to the Operator orally or in writing, which concerns the conduct, activity or omission of the Operator or a person acting in the interest or on behalf of the Operator directly related to the distribution or sale of the goods to consumers.

The Operator shall immediately investigate the oral complaint and remedy it as necessary. If the consumer does not agree with the handling of the complaint or if immediate investigation of the complaint is not possible, the Operator shall immediately record the complaint and its position on it and, in the case of a

verbal complaint submitted in person, hand over a copy of it to the consumer on site. In the case of an oral complaint communicated by telephone or using other electronic communications services, it shall be sent to the consumer within 30 days at the latest - in accordance with the provisions relating to the response to a written complaint - simultaneously with the substantive response. Otherwise, the written complaint shall be dealt with as follows. The Operator shall - unless otherwise provided for by a directly applicable legal act of the European Union - respond to the written complaint in writing and take measures to communicate it within thirty days of its receipt. A shorter deadline may be established by law, a longer deadline by law. The Operator shall justify its position rejecting the complaint. The Operator shall provide a unique identification number to the oral complaint communicated by telephone or using electronic communications services.

The minutes of the complaint must include the following:

1. the name and address of the consumer,
2. the place, time and method of submitting the complaint,
3. a detailed description of the consumer's complaint, a list of the documents, records and other evidence presented by the consumer,
4. the Operator's statement on the consumer's position on the complaint, if immediate investigation of the complaint is possible,
5. the signature of the person taking the minutes and - with the exception of a verbal complaint submitted by telephone or using other electronic communications services - the consumer,
6. the place and time of taking the minutes,
7. in the case of a verbal complaint submitted by telephone or using other electronic communications services, the unique identification number of the complaint.

The Operator is obliged to keep the minutes of the complaint and a copy of the response for five years and present them to the supervisory authorities upon their request.

In the event of rejection of the complaint, the Operator is obliged to inform the consumer in writing of which authority or conciliation body he can initiate proceedings with his complaint - depending on its nature. The information must also include the seat, telephone and internet contact details and correspondence address of the competent authority or the conciliation body at the consumer's place of residence or stay. The information must also include whether the Operator will use the conciliation body procedure to resolve the consumer dispute.

If a potential consumer dispute between the operator and the consumer is not resolved during negotiations, the following legal remedies are open to the consumer:

Complaint to the consumer protection authorities. If the consumer notices a violation of his consumer rights, he is entitled to file a complaint with the consumer protection authority competent for his place of residence. After assessing the complaint, the authority decides on the conduct of the consumer protection procedure. The first-instance consumer protection authority tasks are performed by the district offices competent according to the consumer's place of residence, a list of these can be found here:

<http://jarasinfo.gov.hu/>

X.1. Court proceedings

A customer is entitled to enforce his claim arising from a consumer dispute before a court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

We inform you that you may file a consumer complaint against us. If we reject your consumer complaint, you are also entitled to contact the Conciliation Board competent for your place of residence or stay: the condition for initiating the conciliation board proceedings is that the consumer attempts to resolve the

dispute directly with the relevant enterprise. The conciliation board specified in the consumer's application is competent for the proceedings, instead of the competent body, based on the consumer's request.

The Operator, as an enterprise, is obliged to cooperate in the conciliation board proceedings.

Within this framework, businesses are obliged to send a response to the conciliation body's call, and the obligation to appear before the conciliation body ("ensuring the participation of the person authorized to establish a settlement at the hearing") is also recorded as an obligation.

If the registered office or place of business of the business is not registered in the county of the chamber operating the territorially competent conciliation body, the business's obligation to cooperate extends to offering the possibility of concluding a written settlement in accordance with the consumer's needs.

In the event of a breach of the above obligation to cooperate, the consumer protection authority has the authority, based on which, as a result of the change in the law, a mandatory fine will be imposed in the event of unlawful conduct by businesses, and there is no possibility of waiving a fine. In addition to the Act on Consumer Protection, the relevant provision of the Act on Small and Medium-Sized Enterprises has also been amended, so that the imposition of a fine will not be waived in the case of small and medium-sized enterprises either.

The fine may range from HUF 15,000 to HUF 500,000 for small and medium-sized enterprises, while for non-small and medium-sized enterprises with an annual net turnover exceeding HUF 100 million subject to the Accounting Act, it may range from HUF 15,000 to 5% of the annual net turnover of the enterprise, but not more than HUF 500 million. By introducing the mandatory fine, the legislator aims to emphasize cooperation with conciliation bodies and to ensure the active participation of enterprises in the conciliation body procedure.

The conciliation body is responsible for the out-of-court settlement of consumer disputes. The conciliation body is responsible for attempting to reach an agreement between the parties for the purpose of settling the consumer dispute; if this is unsuccessful, it shall make a decision on the case in order to ensure the simple, fast, efficient and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the consumer or the undertaking, advise on the rights and obligations of the consumer.

The conciliation body shall be initiated at the request of the consumer. The request shall be submitted in writing to the chairman of the conciliation body: the requirement of written form may be met by letter, telegram, teletypewriter or fax, or by any other means that enables the recipient to permanently store the data addressed to him for a period appropriate to the purpose of the data and to display the stored data in an unchanged form and content.

The request shall include

- a. the name, place of residence or place of stay of the consumer,
- b. the name, registered office or relevant establishment of the undertaking concerned by the consumer dispute,
- c. if the consumer wishes to exercise jurisdiction instead of the competent conciliation body, the designation of the body requested,
- d. a brief description of the consumer's position, the facts supporting it and the evidence thereof,
- e. the consumer's statement that the consumer has attempted to resolve the dispute directly with the relevant business
- f. the consumer's statement that no other conciliation body has been initiated in the case, no mediation procedure has been initiated, no claim has been filed or a request for a payment order has been submitted,
- g. the motion for the board's decision,
- h. the consumer's signature.

The application must be accompanied by the document or a copy (extract) thereof, the content of which the consumer refers to as evidence, in particular the written statement of the business rejecting the complaint, or, failing that, by other written evidence available to the consumer about the attempt at the required conciliation.

If the consumer acts through an authorized representative, the authorization must be attached to the application.

More information about the Conciliation Bodies can be found here: <http://www.bekeltetes.hu>

More information about the territorially competent Conciliation Bodies is available here: <https://bekeltetes.hu/index.php?id=testuletek>.