

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as “**Terms and Conditions**”, “**GTC**”) of **PhoneIn Ltd.** (hereinafter referred to as “**PhoneIn**”, “**Service Provider**”) apply to the transfer of product in return for payment and for test purposes, (hereinafter referred to as “**Product(s)**”) to the customer (hereinafter referred to as “**Customer**”, “**User**”).

This document is not filed, it is concluded in electronic form, it is written in English and it does not qualify as a written contract. These GTC are available, downloadable, and printable from the www.phonein.io address on the website.

General Information

1. Contact details:

<i>Company name:</i>	PhoneIn Ltd.
<i>Headquarter::</i>	III/4. 37-39. Akácfa Street, Budapest, 1072 HUNGARY
<i>Company registration number:</i>	01-09-323411
<i>Court of Registry:</i>	Registry Court of Budapest-Capital Regional Court
<i>Tax number: :</i>	26310622-2-42
<i>Statistical symbol:</i>	26310622-2630-113-01.
<i>Account number:</i>	10918001-00000099-60250009
<i>Represents:</i>	Jesse Ian Smith managing director
<i>Phone number:</i>	
<i>E-mail address::</i>	jesse@phonein.io
<i>Hosting provider details:</i>	

- Purchases on this website (www.phonein.io “**Website**”) are possible with an order placed electronically, as specified in this GTC. The contract is concluded in English if the English website is used.
- All legal entities and other organizations without legal personality, as well as natural persons are entitled to use the services of this website, if they accept the provisions of these GTC as binding on them and register validly and successfully - also confirmed by the Service Provider, or provide the information required to complete the service in the case of a one-time purchase.
- In matters not regulated in these GTC, as well as in the interpretation of these GTC, Hungarian law shall prevail, with special regard to the relevant provisions of Act V of 2013 on the Civil Code (Civil Code). The mandatory provisions of the relevant legislation, which are binding on all, shall apply to the parties without any special stipulation.
- These Regulations shall be valid from 1st of December 2020 until revoked. The Service Provider reserves the right to unilaterally amend any provision of these GTC by notifying the Costumers by prior publication on the website.
- The Service Provider shall publish the amendments on its Website no later than 14 days before they enter into force. After the entry into force of the amendment, the User accepts the contents of the amended GTC by browsing the Website - as using the service. Previously submitted orders are governed by the GTC in force at the time of submission.
- If a user accesses the Service Provider's Website and reads its content in any way - even if he / she is not a registered user of the Website, he / she acknowledges that the provisions of these Regulations are binding on him / her at all times. If the User does not accept these terms and conditions, he / she is not entitled to view the content of the webpage.

Nearly finalized products

8. Customers may purchase Nearly Finalized Products (hereinafter referred to as “**Prototype(s)**”) on the Website of PhoneIn. If a Product is a Prototype, it is expressed in the product description on the Website as follows: “*nearly finalized product*” or “*PhoneIn Launch*” . With the transfer of Prototypes, PhoneIn aims to include the customers in the development of the Product and incorporate their feedbacks and experiences in order to be able to provide a final version of the Product to all customers which takes into account the customer wishes and experiences as far as possible. Customers shall agree to complete a survey within one year after purchasing, to obtain feedback on the product quality and share his or her opinion and experiences. The survey shall not take longer, than 5-10 minutes to fill out. The provided comments, suggestions, or other feedback regarding the Prototype, grant PhoneIn rights to use in any way and for any purpose without any limitation.
9. Prototypes are experimental and may be substantially different from the commercially released versions. Customer accepts that as a result of this, Prototypes are not complete – therefore they do not have the certifications which are necessary to the final commercial release – but are already available for testing and long-term usage.
10. PhoneIn’s liability towards the Customer is, as set out above, limited to
 - a. repair (within 1 year of purchase) or
 - b. replacement (within 3 months of purchase) of Prototype or
 - c. refund of purchase price (within 3 months of purchase).
11. No other remedies, warranties, conditions or provisions on liability stated or implied through application of law or regulation are applicable.
12. The total liability of PhoneIn for any claim whether in contract, tort (including negligence) or otherwise arising out of, connected with or resulting from the manufacture, sale, delivery, resale, replacement or use of any Prototype/Product shall in no event exceed the price agreed for the Prototype/Product or part thereof which have given rise to such claim. PhoneIn is not responsible for any further damage thereby caused to Customer or any third party.
13. In no event shall the purchase of the Prototype grant Customer any right to use the intellectual property rights attached to the Prototype/Product. PhoneIn retains all intellectual property rights in relation to the Prototype/Product, and shall obtain any modifications or improvements to the Prototype/Product that may result from suggestions or input from Customer, including but not limited to rights under patent, copyright, trademark, mask work, and trade secret laws, in all jurisdictions.

Placing an order

14. When placing on order please fill out the required fields. You can select the way of payment and the delivery options too. Details regarding these are indicated on the webpage during the ordering process. In case of any questions please contact our customer service. Press the "Checkout" button to send the order, after which the system will provide your order number.
15. After sending the order, the User will receive an automatic confirmation e-mail to the address recorded during registration. If the automatic confirmation is not received within the expected time period from the sending of your order, but no later than within 48 hours, the Customer is released from the obligation to make an offer or a contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to him. The Service Provider excludes its responsibility for the confirmation if it does not arrive on time because the User provided an incorrect e-mail address during registration, the message was placed in the "spam" folder, or the lack of free storage space in the e-mail account may be on the mail server cannot receive a message as a result of an error.
16. Even after the order process has been completed, you have the option to modify the order until the arrival of the order confirmation e-mail (not the automatic confirmation) within a maximum of 4 hours by contacting the customer service by phone or per e-mail.
17. The essential characteristics and the instructions for the use of the goods that can be purchased can be found in detail on the page of the specific product or shall be sent to User per e-mail after purchase.
18. The Service Provider reserves the right to change the price of the products that can be ordered from the Website, provided that the change takes effect simultaneously with its appearance in the Web Store. The change does not affect the purchase price of products already ordered in stock. If an incorrect price is indicated on the site, especially with regard to the price of 0 HUF/EUR or 1 HUF/EUR, which is obviously incorrect or possible due to a system error, the Service Provider is not obliged to deliver the product at the wrong price.

Delivery

19. Unless otherwise agreed, packaging shall be included in the purchase price. The Product shall be delivered in PhoneIn’s standard packaging.

20. In case of force majeure (war events, natural disaster, strike, loss of production caused by suppliers, etc.), the Service Provider is released from the obligation to deliver and the confirmed delivery deadline. In such a case, the Service Provider will do everything in its power to continue the delivery as soon as possible.
21. The Service Provider is not able to deliver the products on a specific date. Delivery time for products in stock depending on the chosen delivery method and product availability may differ from 1 month to 6 months.

Price

22. The Buyer shall pay the price for the Product quoted in the Agreement. The price shall not include Hungarian VAT, import or export duties or other public charges and fees unless otherwise agreed. All prices are expressed in EUR and shall be paid in EUR if the order was done in English on the English website. All prices are expressed in HUF and shall be paid in HUF if the order was done in Hungarian on the Hungarian website.

Withdrawal Notice

23. We provide the following information to Partners who qualify as consumers in accordance with 45/2014. (II. 26.) Government Decree:
24. *Right of withdrawal*
 - a. *You have the right to withdraw from the contract without giving any reason within 14 days. Similarly, if performance of the contract has begun in the case of a service contract, you have the right to terminate the contract without giving any reason within 14 days.*
 - b. *The withdrawal period expires 14 days from the date on which you or a third party other than the carrier designated by you takes over the product.*
 - c. *If you wish to exercise your right of withdrawal, you must send a clear statement of your intention to withdraw (by electronic mail) to the addresses given in this document or you can also submit another statement expressing your intention to withdraw in electronic form. If you choose to do so, we will immediately acknowledge receipt of your withdrawal on a durable medium (such as an email).*
 - d. *You will exercise your right of withdrawal within the deadline if you send your notice of withdrawal before the expiry of the 14-day period. The consumer can also exercise his right of withdrawal from the day of concluding the contract until the day of receipt of the product.*
25. *Legal effects of withdrawal*
 - e. *If you withdraw from this contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of withdrawal, for any consideration paid by you, including transport costs (excluding any additional costs incurred as a result of your offer, chose a mode of transport other than the cheapest mode of transport). For a refund, we will use the same payment method as the original payment method, unless you expressly consent to the use of another payment method; you will not incur any additional costs as a result of using this refund method. In case of cash on delivery, we will refund the justified amount to the bank account number agreed with the customer service by e-mail. We may withhold a refund until we have received the product back or you have confirmed that you have returned it: the earlier of the two dates must be taken into account.*
 - f. *You must return the product to us without undue delay, but no later than 14 days from the date of notification of your withdrawal. The deadline is considered to have been met if you send the product before the 14-day deadline. You will bear the direct cost of returning the product.*
 - g. *You can only be held liable for the depreciation of the product if it has occurred as a result of use in excess of what is necessary to determine the nature, properties and function of the product.*

Consumer rights (Liability and Warranty) – regarding non-Prototype products

26. The Service Provider performs erroneously if the service does not meet the quality requirements established in the contract or legislation at the time of performance. In this case, the Client shall comply with Article XXIV of the Civil Code. According to its Chapter (Defective performance), it is entitled to enforce its claim according to which a non-consumer Customer can make a claim for a warranty of supplies within 1 year from the performance. **We provide the following information to Partners who qualify as consumers in accordance with 45/2014. (II. 26.) Government Decree.**
27. *Supplies Warranty (liability for defects)*
 - a. *In the event of defective performance of the product, you may assert a warranty claim against the company in accordance with the Civil Code.*

- b. *You may, at your option, have the following supplies warranty claims: You may request a repair or replacement, unless it is impossible to meet your choice or it would incur a disproportionate additional cost to your business. If you have not requested or could not request the repair or replacement, you may request a pro rata reduction of the consideration or you may have the defect repaired at someone else's expense, or you may have it repaired or, ultimately, withdraw from the contract. You can transfer from one of the chosen warranty rights to another, but you will bear the cost of the transfer, unless it was justified or given by the company.*
- c. *You must report the defect immediately after it is discovered, but no later than two months after the defect is discovered. However, I would like to draw your attention to the fact that you can no longer exercise your warranty rights beyond the limitation period of two years from the performance of the contract.*
- d. *Please note that you can enforce your supplies warranty claim against your business.*
- e. *Within six months of the performance, there are no conditions other than the notification of the error to enforce your warranty claim, if you prove that the product or service was provided by the Service Provider. However, after six months from the date of performance, you are obliged to prove that the defect you recognized already existed at the time of performance.*

28. Product Warranty

- a. *The consumer may only exercise his product warranty claim against the manufacturer or distributor of the movable property. You must prove the defect of the product in the event of a product warranty claim.*
- b. *In the event of a defect in a movable thing (product), you may, at your option, assert a product warranty claim or a claim specified in the point above. As a product warranty claim, you may only request the repair or replacement of a defective product.*
- c. *I would like to inform you that the product is defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.*
- d. *You can assert your product warranty claim within two years of the product being placed on the market by the manufacturer. Upon expiry of this period, he shall lose this right.*
- e. *The manufacturer (distributor) is only released from its product warranty obligation if he can prove that:*
 - i. *it manufactured or placed the product on the market outside its business, or*
 - ii. *the defect was not detectable at the time of placing on the market according to the state of the art or*
 - iii. *your product defect is due to the application of legislation or a mandatory official regulation.*
- f. *It is sufficient for the manufacturer (distributor) to prove a reason for the exemption.*
- g. *Please note that due to the same error, you cannot claim a warranty for a product and a product warranty at the same time, in parallel. However, if your product warranty claim is successfully enforced, you can assert your warranty claim against the manufacturer for the replaced product or repaired part.*

29. Warranty

- a. *In the event of defective performance of the product, in accordance with 151/2003. (IX. 22.) Government Decree, on the statutory warranty for certain non-perishable consumer goods, the Service Provider obliged to provide guarantee if you are a consumer. Service Provider provides 12-months warranty period in case of a sales price of at least HUF 10,000, unless the Service Provider or manufacturer defines longer warranty period. In this case, the longer warranty period applies. We can only enforce the warranty if you return the product in full.*
- b. *The Service Provider is released from its warranty obligation only if it proves that the cause of the defect arose after the delivery.*
- c. *Please note that due to the same defect, you cannot assert a warranty and guarantee claim or a product warranty and guarantee claim at the same time, in parallel, otherwise, you are entitled to the warranty rights regardless of the rights set forth in clauses regarding Product Warranty and Supplies Warranty.*
- d. *The warranty claim is not valid for malfunctions or injuries resulting from improper use. For further details on warranty administration, see the Civil Code, 19/2014. (IV. 29.) NGM Decree, and 45/2014. (II. 26.) Government Decree.*

Complaint handling method

- 30. *The aim of the Service Provider is to fulfil all orders in the appropriate quality, with the complete satisfaction of the User. If the User who qualifies as a consumer still has a complaint regarding the contract and its performance, he / she may submit his / her complaint at the contact details provided above.*
- 31. *The Service Provider shall immediately examine the oral complaint and remedy it if necessary. If the User does not agree with the handling of the complaint, the Service Provider shall immediately take minutes of the complaint and its position on it, and provide a copy of it to the User by e-mail. If it is not possible to investigate the complaint immediately, the Service Provider shall draw up a report on the complaint afterwards and provide a copy to the User by e-mail.*

32. The Service Provider shall respond to the written complaint within 30 days in writing, by e-mail, and shall justify its position rejecting the complaint. The Service Provider shall keep a copy of the reply for 3 years and present it to the inspection authorities upon request.
33. If you do not agree with the result of the complaint handling, we provide the following information to our Partners who are consumers in accordance with the applicable legislation.
34. In the above case, you can turn to the Consumer Protection Department of the competent Government Office or to one of the conciliation bodies operating under the Chamber of Commerce and Industry. In consumer protection administrative authority matters, the district office and the county office according to the county seat act in the first instance, and in the second instance the Pest County Government Office acts with national competence on the designation of the consumer protection authority 387/2016. (XII. 2.) of the Government. You can find it on the website <http://jarasinfo.gov.hu>.
35. Conciliation bodies can help resolve consumer disputes out of court in a much faster and more cost-effective way. Their purpose is to reach an agreement between the parties. However, their decision is not binding in the absence of a declaration of submission. At the request of the conciliation body, it shall provide advice on the consumer's rights and obligations.
36. In the case of cross-border consumer disputes related to online sales and service contracts, the conciliation body operating under the auspices of the Budapest Chamber of Commerce and Industry has exclusive jurisdiction.
37. In the event of a consumer complaint, the EU's online dispute resolution platform can also be used, which requires easy registration on the European Commission's website. The online interface is available at: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>
38. The Service Provider is obliged to cooperate in the conciliation board proceedings. As part of this, he is obliged to send a reply to the conciliation body by letter and, if he has a seat or establishment in the given county, he must ensure the participation of the person authorized to reach an agreement at the hearing.
39. In the final case, the consumer can also turn to the competent court, where he can even put his claim in pen on the day of the complaint. Attachment of documentary evidence is still essential.

Miscellaneous provisions

40. Products sold by Service Provider (including but not limited to the product "PhoneIn") are electronic devices therefore careful attention is expected using / installing them. These Products can cause serious injury, death, or damage of the connected electric devices therefore all provisions in the product manual shall be strictly obeyed.
41. The Service Provider shall not be liable for any damage caused by the use of the Website. User is responsible for the protection of the device used for Internet communication and the data contained therein. The prices, pictures, descriptions and technical data indicated on the Website are for information purposes only and are intended for a wider knowledge of the products. The pictures are illustrations. The Service Provider assumes that in case of online shopping, the User already knows the product selected by him, he has collected information about it from other sources as well. The Service Provider is not responsible for any errors or misspellings on the Website. In the event of a typo or incorrect data, the data given in the official notice of the manufacturer or supplier shall apply.
42. The Service Provider manages its data in a GDPR compliant manner, details of which can be found in the published data protection information.
43. The Service Provider reserves all rights related to the distribution and copying of any part of its Website or Webshop by any method. Any use of all or part of the websites, in accordance with copyright law, is prohibited without the prior written consent of the Service Provider (reproduction, distribution, rework, etc.).
44. Unauthorized use has civil and criminal consequences as well as liability for damages. By using the Webshop, the User acknowledges that in case of using any of its content without a license, the Service Provider is entitled to a penalty. The amount of the penalty is EUR 100 per image and EUR 5 per word. Customer acknowledges that this penalty clause is not excessive and browses the Site with this in mind.
45. If any part of these GTC becomes invalid, it does not affect the validity and legality of the remaining parts.
46. If the Service Provider does not exercise its right under these GTC, the failure to exercise the right shall not be considered a waiver of a given right. Waiver of the rights set forth herein shall be effective only upon express written notice to that effect. If the Service Provider occasionally does not strictly adhere to any of the conditions or stipulations of the GTC, it does not mean a waiver of their strict compliance with them at a later date.
47. The parties shall settle their disputes primarily amicably. The User and the Service Provider stipulate the Hungarian jurisdiction and the exclusive jurisdiction of the Buda Central District Court of Budapest and the Keckskemét Regional Court for legal disputes falling within the scope of these Regulations.
48. If due to any mandatory applicable law or a decision or act by any competent authority, any of the provisions in the Agreement or these General Terms and Conditions, cannot be enforced or an amendment of any provision is required, PhoneIn and the Customer shall endeavour to find an alternative solution as near the existing provision as possible.