

## General Terms and Conditions

**Sárkány Anita e.v.** (registered office: 7633 Pécs, Ybl Miklós utca 7/1., floor -2, door 10, Hungary; registration number: 61752146; tax number: 72166615-1-22; e-mail: info@anitasarkany.com; phone: +36 70 328 2324) as service provider (hereinafter: the Service Provider), on the one hand, and the user of the service available on the Service Provider's website referred to in point 1 (hereinafter: the User), on the other hand (hereinafter together: the Parties), agree as follows:

### Key points in brief

Please read the full text carefully. We draw your particular attention to the provisions below, because they are especially important or may differ from what you would usually expect. By sending your booking, you expressly accept them.

- The Service is psychological counselling and does not qualify as health care (point 1).
- An individual consultation lasts 50 minutes; a couples consultation lasts 75 minutes (point 5).
- You can cancel a booked appointment at least 48 hours in advance; if you cancel later or do not attend, the fee is not refunded (point 5).
- The Service Provider waits 15 minutes for you; if you do not join within that time, the consultation counts as held (point 5).
- If the Service Provider cancels the appointment, you can choose between a new appointment and a full refund (point 5).
- The content of the consultations is confidential; the limits of confidentiality are set out in point 5.
- Once the booked consultation has taken place, the right of withdrawal ends (point 24).
- The Service Provider's liability is limited to the extent permitted by law (point 14).
- In a crisis, call the emotional support helpline on 116-123 or the emergency number 112.

### Subject of the contract

1. The Service Provider owns the website [www.anitasarkany.com](http://www.anitasarkany.com) (hereinafter: the Website), through which the Service Provider provides psychological counselling (hereinafter: the Service), helping the User to gain psychological knowledge and, where needed, to receive help in solving their problem. On the Website, the User can choose from the Service Provider's different types of services.

***The Service covered by this contract does not qualify as health care; the Service Provider provides psychological counselling only.***

Any natural person with legal capacity may be a User. For a minor with limited legal capacity (aged 14 or over), the consent of their legal representative is required to use the Service. However, if, contrary to their statement and the untrue age they provided, the User has in fact not yet reached the age of 18, the Service Provider cannot accept any liability. Persons without legal capacity may not use the Service. Using the site assumes that the User is in full possession of their mental faculties and can take responsibility for their own life and decisions. If the opposite becomes apparent during the consultation with the psychologist, the psychologist will recommend seeing a doctor, psychiatrist or other appropriate professional, but will not check or arrange for this to happen. The User acknowledges that the articles and blog posts on the Website do not constitute professional opinions, since every situation and problem is unique and requires individual assessment, which is the User's responsibility.

Everyone may book an appointment strictly with their own details and at their own responsibility, and may pay for and use the Service only for themselves (in the case of couples therapy, this is the joint responsibility of the parties). When booking, the User must provide a phone number and e-mail address at which they can actually be reached. If this is not met, we may refuse to provide the Service, and no refund obligation arises on our part. Only the real details of the person paying for the Service may appear on the invoice, and providing them is the User's obligation.

2. The Parties agree that by using the Website referred to in point 1, and by giving their express consent when using certain menu items, the User acknowledges and accepts that these activities create a contractual relationship between the User and the Service Provider, which is governed by these General Terms and Conditions (and by the version currently published on the Website referred to in point 1), whose provisions are binding on the Parties. The contract is a written contract in the Hungarian language; the Service Provider files it and keeps it for five

years from its conclusion. The English translation of these General Terms and Conditions is for information only; in the event of any discrepancy between the two language versions, the Hungarian text prevails.

## Content of the Service

3. As part of the Service set out in point 1, the Service Provider personally provides psychological counselling to Users, according to the types of services shown on the Website.

4. Through certain menu items, the Service Provider allows the User to use further services on the Website for a fee. When using these services, the User expressly acknowledges that their statement requesting the service creates an obligation to pay a fee.

***These services and their fees are set out on the page of the relevant service type under the “Services” menu item. The full amount of the fee includes all costs for the billing period.***

The online activity carried out by the Service Provider is not a health service (i.e. it is not psychotherapy). The level of intervention is determined jointly by the Service Provider and the User and is recorded in an oral agreement at the end of the first session. This must include the exact name of the intervention (e.g. psychological counselling, supportive conversation) and its purpose. The first session is therefore an orientation, during which the Service Provider assesses the problem described and makes recommendations for next steps (e.g. continuing online consultations, in-person therapy, or referral to another professional such as a psychiatrist).

## Using the Service

5. The User uses the Service as follows: on the Website referred to in point 1, the User can book an online psychological consultation by clicking the “Book an appointment” button under the Services menu item. The User chooses from the types of services shown there (e.g. individual counselling, couples therapy) and then selects a suitable time slot in the calendar. The User is then redirected to the page of the payment service provider (Barion Payment Zrt.), where they complete the payment by entering the requested details.

The User receives a confirmation of the booking at the e-mail address they provided, including the name of the selected service, a detailed description of how contact will be made, and other useful information, so that no one can register using another person’s e-mail address or a false e-mail address. This confirmation certifies the conclusion of this contract between the Service Provider and the User.

The Service (the psychological consultation) is performed at the time slot selected and booked by the User. Since the User can book in the calendar for the same day as payment or, depending on available slots, for up to 14 days later, the Service is usually performed within a few days of payment, and at the latest within 14 days. An individual consultation lasts 50 minutes; a couples consultation lasts 75 minutes.

The psychological counselling takes place at the time selected by the User, with the Service Provider, by default via a Zoom video call (this may be changed at the suggestion of the Service Provider or the User). The confirmation e-mail sent to the User after booking contains detailed information on how the first conversation will work. At the booked time, the User joins the consultation by clicking the link in the confirmation e-mail.

For the online consultation, the User needs a stable internet connection and a computer, tablet or smartphone with a camera and microphone. The User ensures a calm, undisturbed environment for the duration of the consultation, where the conversation cannot be overheard by unauthorised persons. Providing these conditions, and their costs, are the User’s responsibility.

Bookings, and cancellations, can be made at least 48 hours before the desired time. If the booking is cancelled less than 48 hours before the booked time, the User must pay the fee even if they do not attend the online consultation. Please note that the fee shown on the Website is the price for the psychologist being available to the User at the booked time.

If the Service Provider cancels the booked appointment, or the consultation does not take place for reasons on the Service Provider’s side, the User may choose either a new appointment or a full refund of the fee paid, which the Service Provider makes within 14 days at the latest, using the same payment method as the original payment.

It is the User’s task and responsibility to start the call (or to contact the psychologist through the agreed channel) and to resolve any technical problems that arise along the way. If needed, we can provide technical help at [info@anitasarkany.com](mailto:info@anitasarkany.com) or by phone at +36 70 328 2324 (on weekdays during working hours: 8:00–16:00).

The User agrees to resolve any inconvenience arising from technical problems and to inform the Service Provider of them if necessary. If the call fails, the Service Provider may contact the User using the contact details provided,

but is not obliged to do so. If contact is made late due to technical or other problems, the User accepts that the Service will be shorter by that amount of time. The Service Provider waits for the User to join for 15 minutes from the start time of the consultation. If the User does not join within this time, and the reason is not on the Service Provider's side, the consultation counts as held and the Service Provider does not refund the fee paid.

The Service Provider may, within their own competence, undertake to address certain psychological problems; this decision is the Service Provider's own responsibility, given that they can form only a limited personal impression of the User. The User acknowledges that the online consultation does not qualify as health care, and that in the case of mental health problems the Service Provider recommends in-person psychotherapeutic care.

The Service Provider treats all information learned during the consultations as confidential, in accordance with the professional ethics rules for psychologists and the law, and does not disclose it to third parties. Exceptions to confidentiality apply if the life or physical safety of the User or another person is in immediate and serious danger, or if the law requires the Service Provider to disclose or report information. To ensure the quality of their professional work, the Service Provider may discuss cases in professional supervision in an anonymised form that does not allow the User to be identified. Neither party may make any audio or video recording of the conversation without the other party's knowledge and written consent.

The Service Provider asks the User not to share detailed health-related or other sensitive personal information by e-mail or as a comment when booking, but to discuss it during the consultation.

In certain cases, the psychologist may send the User a payment request, allowing them to book an appointment outside the time slots shown on the Website. It can be paid within 24 hours of being sent; after that, the booking is automatically cancelled.

By clicking the Psychological Tests menu item, the User can complete the test found there. Only the User sees the written evaluation of the test result; however, if the score exceeds a certain level, the Service Provider recommends starting psychotherapeutic treatment. The User acknowledges that in special cases, owing to the self-reflection of the person completing the test, the test may not indicate a problem even though a clinical problem may exist; therefore, in the case of any subjective complaint causing suffering to the User or their relatives, it is necessary to consult a professional!

By clicking the "The Psychologist Answers" menu item, the User may provide certain data (e.g. age, place of residence, other illnesses), which only the Service Provider can see, to help give a more precise answer. Providing these data is not mandatory; the question can also be sent without them. An e-mail notification is sent when the answer is ready. Each person may ask only one question! The answer reflects the Service Provider's impressions and personal opinion; it does not constitute a professional opinion or advice and does not replace a one-to-one, personal consultation with the Service Provider. The User acknowledges that they bear responsibility for the consequences of not having such a consultation.

The User acknowledges that the Service is not suitable for handling a crisis or a condition requiring urgent care. In such cases, or in case of suicide risk, the Service Provider recommends calling the free, 24/7 emotional support helpline on 116-123 or the emergency number 112. In the event of immediate danger to life, the Service Provider acts in accordance with professional and ethical rules and may alert the emergency services if necessary.

The Service Provider declares, and by using the Service the User acknowledges and accepts, that the User is responsible for the accuracy and content of all data and information they provide, and the Service Provider accepts no liability for them.

## **Fee for the Service**

6. The User expressly acknowledges that the psychological counselling set out in point 5 is a paid service. It is provided for a fee, based on a prior booking. The fee for the Service is shown on the page of the relevant service type under the Services menu item of the Website. The User acknowledges that they must provide a billing address to use paid services. The User must pay the fee to the Service Provider using the payment method set out in point 7, at the same time as selecting the time slot referred to in point 5.

## **Payment methods**

7. The fee for the Service can be paid by card.

Online card payments are processed through the Barion system. Card details are not passed to the merchant (the Service Provider). The service provider, Barion Payment Zrt., is an institution supervised by the Central Bank of Hungary (Magyar Nemzeti Bank), licence number: H-EN-I-1064/2013. To pay, the User must provide their first and last name, address, card details and billing information; the Service Provider declares that it does not store

these data, as payment is processed by Barion Payment Zrt. The User acknowledges that by providing these data they authorise the transaction.

Payment works as follows: after pressing the Book an appointment button under the Services menu item and selecting a time slot, the User clicks “Send booking”, enters the requested billing details, and is then redirected to the page of the payment service provider (Barion Payment Zrt.). After the transaction, this system immediately confirms to the Service Provider whether the payment was successful, which the site processes automatically. If the transaction was successful, the electronic invoice is issued immediately, and the User receives it by e-mail in PDF format together with the booking confirmation. The Service Provider keeps the underlying XML file, on the basis of which the invoice is issued, as possible evidence.

The User acknowledges that the data processed by the payment service provider’s site are governed by that provider’s general terms and conditions and privacy policy.

## Newsletter

8. With the User’s express consent, the Service Provider may contact them by direct marketing and send them newsletters with information about the Service Provider’s offers, gifts, promotions, site news and events. When subscribing to the newsletter, the User provides their e-mail address. The User may withdraw this consent at any time, without restriction or giving reasons, free of charge.

## Liability

9. The User undertakes and guarantees that they will use the services under this contract as intended, lawfully, and in full compliance with the applicable laws and these General Terms and Conditions. The User undertakes, upon request and within the deadline set in the request, to reimburse the Service Provider for all damages, fines and other costs enforced against the Service Provider by the competent authorities, courts or third parties because the User breached the applicable laws and/or these General Terms and Conditions.

10. The Service Provider is not liable for any consequences arising from gaps in, or errors in, the data provided or later modified by the User (including information on the User’s state of health).

11. The Service Provider is not liable for any disadvantage arising from the User’s failure to provide the technical conditions needed for the online consultation or a calm, confidential environment (point 5).

12. The Service Provider does everything it can to keep its service running continuously, but accepts no liability for errors and their consequences arising from causes beyond its control, in particular, but not limited to, outages of the internet network, other technical faults, downtime, conduct that compromises the security of information systems, and errors and consequences caused by destructive applications, programs or viruses placed by others.

13. Consulting a psychologist does not relieve individuals of personal responsibility for their own life and future. For persons under guardianship that excludes or limits their legal capacity, care in a health care institution is recommended. The Service Provider gives the User feedback at the end of the first conversation (and, where necessary, during later conversations) and makes recommendations for next steps. Accepting and following these remains the User’s well-considered decision and responsibility. In certain cases, the Service Provider may recommend involving another professional, such as a psychiatrist (if medication may be needed), or seeing a general practitioner (if a physical illness is suspected). The Service Provider may decide, at their own discretion, to suspend or refuse the Service if the User does not seek the professional help recommended or does not keep to other agreements.

14. The User acknowledges that the Service Provider’s liability for damages, including for any damage arising outside what is set out in point 5, is limited to actual direct damage, and the Service Provider expressly excludes liability for any indirect or consequential damage or reliance loss, including lost profits, costs and non-pecuniary damage. The User acknowledges and expressly accepts that claims for damages against the Service Provider may be enforced only up to the amount of the fee for the service concerned. This limitation of liability does not apply to liability for breach of contract caused intentionally, by gross negligence or by a criminal offence, or causing harm to human life, physical integrity or health.

## Copyright

15. By browsing the Website, the User is entitled to use its content for their own personal information purposes. This content is the intellectual property of Sárkány Anita e.v.; using it for business purposes, reproducing it unchanged or in a very similar form, or using it in any other way requires the owner’s written permission and citation of the source. In the event of infringement, we will charge the unauthorised user a contractual penalty of HUF 100,000 per copied page per day. Content counts as copied page content if more than 20% of the full page

content consists of text taken without permission. By taking the content, the user expressly accepts this penalty agreement. We use notarial certification of content as evidence, at the infringer's expense. The User also submits to Hungarian copyright law.

## Provisions concerning the User

16. The User declares and acknowledges that they may not use the Service for commercial and/or business purposes. In particular (but not exclusively), they may not publish or forward advertisements or advertisements of other websites, and may not collect other users' data for commercial purposes or unlawfully. Neither party may record the conversation between the psychologist and the User (including making audio or video recordings). The information shared in it is strictly confidential, which the User respects.

17. The User further declares that when using this Service they will not use or disclose another person's data as their own, and will not use protected data, information, photographs or other products or services without the relevant permission. The User acknowledges that they may not upload to the Website any data, information or photos infected with viruses, malware or other unsolicited or malicious code.

18. The User acknowledges that when using this Service they may not publish, share with others or forward any data, information or opinion that violates any applicable law or other regulation. The User undertakes not to engage in any conduct that violates the Hungarian Criminal Code in force at the time while using the Service.

19. If the Service Provider detects conduct by the User that is unlawful or violates these General Terms and Conditions, it is entitled, after notifying the User in advance, to exclude the User from the Service without any obligation to pay compensation.

## Data protection

20. The Service Provider draws the User's attention to the fact that the data and information it receives contain personal data. It also declares that it fully complies with the laws in force at the time regarding personal data.

21. The Service Provider processes the User's personal data, depending on the purpose of processing, on the basis of performance of the contract, compliance with a legal obligation, legitimate interest, or – for the newsletter, non-essential cookies and the optional data in the "The Psychologist Answers" column – the User's voluntary consent. The data processed include in particular: for appointment booking, name, e-mail address, phone number, type of service selected, date and time; the optional data that can be provided in the "The Psychologist Answers" column: age, place of residence, illnesses; for sending the newsletter: name and e-mail address; when using the Website: the time of the visit, the User's IP address, browser and operating system data and – with the User's consent – the visitor data collected by cookies.

The duration of processing for each purpose is set out in the Privacy Policy. The purpose of processing is to provide the Service effectively and to a high standard. To this end, the Service Provider may keep their own offline notes of the consultations and may use these data only in anonymised form, in professional supervision. The Service Provider uses data processors to provide the Service, which are listed in the Privacy Policy.

Data transfer: the personal data needed to complete the payment transaction are passed to Barion Payment Zrt., which processes the transaction. The Service Provider passes personal data, for the purpose of providing the Service, only to the data processors and recipients listed in the Privacy Policy. The Service Provider may contact the User in connection with the Service using the contact details the User provided. Further provisions on data processing are set out in detail in the Privacy Policy, which forms an integral annex to these General Terms and Conditions.

## Complaints

22. The User may submit complaints about the Service to the Service Provider orally, using the form under the Service Provider's Contact menu item, or by e-mail at [info@anitasarkany.com](mailto:info@anitasarkany.com). The Service Provider handles complaints in accordance with Act CLV of 1997 on Consumer Protection. The Service Provider responds to written complaints in writing, on the merits, within 30 days of receipt. The User acknowledges that a complaint cannot be based solely on the consultation not meeting the User's subjective expectations.

23. If the complaint cannot be resolved, the User, as a consumer, may turn to the conciliation body (békéltető testület) competent for their place of residence or stay, or to the one named in their request. The conciliation body competent for the Service Provider's registered office is the Baranya County Conciliation Body (Baranya Vármegyei Békéltető Testület) (address: 7625 Pécs, Majorossy Imre u. 36., Hungary; phone: +36 72 507 154; e-mail: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu); website: [www.baranyabekeltetes.hu](http://www.baranyabekeltetes.hu)). The User may also submit a consumer protection complaint to the county (or Budapest) government office competent for their place of residence, acting

as consumer protection authority. Otherwise, the provisions of Act CLV of 1997 on Consumer Protection apply accordingly.

## **Termination of the contract**

24. This contract terminates: by written mutual agreement between the User and the Service Provider; by extraordinary termination with immediate effect (in the event of a serious or repeated breach of contract, communicated by registered letter with acknowledgement of receipt – if the Service Provider terminates, the User must pay the full fee for the ordered service and compensate the Service Provider for its damage); or by withdrawal/termination.

The User may withdraw from the contract without giving reasons within 14 days of its conclusion, subject to point 5. By booking an appointment, the User expressly requests the Service Provider to start providing the Service before the withdrawal period expires, and acknowledges that they lose their right of withdrawal/termination once the Service has been fully performed (i.e. once the booked consultation has taken place). The User must send their withdrawal statement in writing, for example by completing the model form annexed to these General Terms and Conditions, to the Service Provider's registered office or e-mail address given in the header. If a fee has already been paid before withdrawal, the Service Provider will refund the fee paid, less the proportionate price of the service performed up to the time of withdrawal, within 14 days of the withdrawal at the latest.

## **Entry into force and amendment of the General Terms and Conditions**

25. These General Terms and Conditions enter into force on the day of their publication and remain valid until revoked or until any amendments enter into force. The Service Provider may unilaterally amend these General Terms and Conditions at any time, provided that it publishes the amendment on its Website, with a notice drawing attention to it, 15 days before the amendment enters into force.

26. The intellectual property rights in all illustrations, the full design, the visual identity, and the professional materials and blog posts on the Website that form part of this Service belong exclusively to the Service Provider; they may not be used, reproduced, distributed, published, transferred or displayed without the owner's prior written permission.

27. If any provision of these General Terms and Conditions later proves invalid, this does not affect the validity of the contract as a whole, and the provisions not affected by the invalidity remain in force. Matters not regulated in this contract are governed by the Hungarian Civil Code and other applicable laws.

## **Model information on the right of withdrawal/termination**

### **Right of withdrawal/termination**

You have the right to withdraw from this contract within 14 days without giving any reason, subject to point 5 of the General Terms and Conditions. Likewise, if performance of a contract for the provision of services has begun, you have the right to terminate the contract within 14 days without giving any reason. The withdrawal/termination period expires 14 days after the day the contract was concluded. To exercise your right of withdrawal/termination, you must send a clear statement of your decision to withdraw/terminate (by post or electronically) to the following address: Sárkány Anita e.v., 7633 Pécs, Ybl Miklós utca 7/1., floor -2, door 10, Hungary; e-mail: [info@anitasarkany.com](mailto:info@anitasarkany.com). You may use the attached model withdrawal/termination form for this purpose. If you do so, we will acknowledge receipt of your withdrawal/termination on a durable medium (for example by e-mail) without delay. You meet the deadline if you send your withdrawal/termination statement before the period stated above expires.

### **Effects of withdrawal/termination**

If you withdraw from this contract, we will reimburse all payments received from you without undue delay and in any event no later than 14 days from the day we receive your withdrawal statement. We will use the same means of payment as you used for the original transaction, unless you have expressly agreed otherwise; you will not incur any additional costs as a result of this reimbursement. If you requested that performance of the service begin during the termination period, you must pay an amount proportionate to the service provided up to the time the contract ends. Likewise, we will refund the part of your payment that exceeds the price of the service we provided.

### **Model withdrawal/termination form**

(complete and return this form only if you wish to withdraw from/terminate the contract)

To: Sárkány Anita e.v., 7633 Pécs, Ybl Miklós utca 7/1., floor -2, door 10, Hungary; e-mail: info@anitasarkany.com; phone: +36 70 328 2324.

I/We hereby give notice that I/we withdraw from/terminate my/our contract for the provision of the following service: online psychological counselling consultation.

Date of conclusion of the contract:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only if this form is submitted on paper)

Date:

## **Model information on warranty rights (kellékszavatosság)**

### **1. Warranty for defects**

In what cases can you exercise your warranty rights? In the event of defective performance by Sárkány Anita e.v., you may assert a warranty claim against the business in accordance with the rules of the Hungarian Civil Code.

What rights do you have under a warranty claim? You may, at your choice, assert the following warranty claims: you may request repair or replacement, unless the claim you choose is impossible to fulfil or would involve disproportionate extra costs for the business compared with fulfilling another claim. If you did not or could not request repair or replacement, you may request a proportionate reduction of the price, repair the defect yourself or have it repaired by someone else at the business's expense, or, as a last resort, withdraw from the contract. You may switch from your chosen warranty right to another, but you bear the cost of switching, unless it was justified or the business gave cause for it.

Within what period can you assert your warranty claim? You must report the defect without delay after discovering it, and no later than two months after discovering it. You can no longer assert your warranty rights after the two-year limitation period from the performance of the contract.

Against whom can you assert your warranty claim? You can assert your warranty claim against the business Sárkány Anita e.v.

What other conditions apply to asserting your warranty rights? Within six months of performance, there is no condition for asserting your warranty claim other than reporting the defect, provided you can show that the service was provided by Sárkány Anita e.v. After six months from performance, however, you must prove that the defect you identified already existed at the time of performance.