

Terms and conditions of the pizzahut.hu Web Site

§ 1. Definitions

1. The terms used in the present regulations shall have the following meaning:

- 1.1. **Account** – User's account constituting a set of resources and rights in the Service Provider's IT system available for the User, created after the User's registration; User may register and gain access to the Account via the Web Site as part of the Services provided on the basis of the present Regulations or another access channel made available by the Service Provider subject to the rules specified in separate regulations;
- 1.2. **Regulations** – the present regulations for rendering services electronically;
- 1.3. **Pizza Hut Restaurants** – restaurants belonging to the Pizza Hut network run by the Service Provider in the territory of Hungary;
- 1.4. **Web Site** – the web site available at: www.pizzahut.hu;
- 1.5. **Service Provider** – AmRest Kft. (registered seat: 1138 Budapest, Dunavirág utca 2-6., 3. torony, 2. emelet; company registration number at the Court or Registration of the Metropolitan Court: 01-09-165835; tax ID: 10751563-2-44; e-mail address: kontakthu@amrest.eu; phone number: 06 1 300-3000);
- 1.6. **Hosting Provider** – 3E Kolczynski, Lizewski, Gedziorowski, Rostocki Spolka Jawna (registered seat: ul. Podbielny 51, 02-732 Warsaw, Poland, e-mail address: info@3e.pl) ensuring Web Site hosting services for the Service Provider;
- 1.7. **User** – a natural person using the Services in accordance with the present Regulations;
- 1.8. **Order** – an order placed by a User via the Web Site for food, beverages or other articles from the menu of a selected Pizza Hut Restaurant which are intended for current consumption in the household which are physically supplied by the Pizza Hut Restaurant to the User's place of residence, stay or work in regular supplies or to be collected at a Pizza Hut Restaurant.
- 1.9. **Organizer** – AmRest Kft., the provider of services under these terms and conditions.

§ 2. General provisions

1. The present Regulations specify the conditions and the principles of rendering services electronically via the Web Site.
2. The Services are rendered as part of the Web Site by the Service Provider.
3. The present Regulations constitute regulations as referred to in Article 5 of Act CVIII of 2001 on the questions regarding electronic commercial services and services connected to informational society ("**E-Commerce Act**"), as well as in Government Decree 45/2014. (II. 26.) on the detailed rules of agreements between the consumer and the business organization.

§ 3. Services provided by electronic means

1. Services rendered by the Service Provider via the Web Site (herein "**Services**") including:
 - 1.1. informing the Users on the offer of Pizza Hut Restaurants;
 - 1.2. enabling the Users to find the closest Pizza Hut Restaurants with the use of Pizza Hut Restaurants' virtual map;
 - 1.3. enabling the Users to place Orders;
 - 1.4. enabling the Users to register the Account;
 - 1.5. providing the Users access to the Account;
 - 1.6. enabling the Users to monitor the Order;
 - 1.7. enabling the Users to lodge complaints.
2. The Services are available for all Internet network users with a reservation that the Services referred to in § 3 par. 1 subpar. 1.2 to 1.6 are available for natural persons with full capacity to perform acts in law. Persons having limited capacity to perform acts in law (including persons between 14 and 18 years old) may use the Services, as referred to in § 3 par. 1 subpar. 1.2 to 1.6, with consent of their statutory representative (e.g. parent).

3. The Services, as referred to in § 3 par. 1 of the Regulations, are rendered free of charge. Placing the Order via the Service constitutes a binding offer with a payment obligation in accordance with the information displayed on the Web Site.
4. As part of using the Services, Users must not enter any illegal content, including:
 - 4.1. information and data processed in a way posing a risk of infringement of IT security or stability of the Web Site;
 - 4.2. information infringing intellectual property rights, including copyrights and rights to trademarks belonging to the Service Provider or third parties;
 - 4.3. other information and data infringing mandatory provisions of law.
5. Purchase price is specified next to the goods. The purchase price includes VAT and the cost of packaging and delivery.
6. Minimal order amount is HUF 1,000.
7. Delivery fee may depends on the delivery area. The current shipping fee for a particular shipping address can be found on the Website, and after the delivery address has been selected, the exact delivery fee is displayed into the "Basket" as indicated in Section 4, paragraph 6.

§ 4. Placing Orders

1. Orders are carried out in the supply area of particular Pizza Hut Restaurants. Information on the possibility to execute a supply at the address provided by a User and the Pizza Hut Restaurant carrying out the supply is available on the Web Site at the beginning of the Order placing procedure. The possibility of carrying out a particular Order by a specific Pizza Hut Restaurant is checked by the system automatically. If it is impossible to carry out an Order for the provided address, the User is informed about the fact in an adequate notice.
2. Payment for an Order may be, at the User's choice, made upon delivery in cash, VISA or Master Card payment card, or online via the PayU S.A. payment system.
3. Orders may be placed both by Users having an Account and Users not having an Account.
4. For Users who do not have an Account and want to place an Order, the procedure is:
 - 4.1. select the Order type on the Web Site;
 - 4.2. fill in the following mandatory fields in the form: town, street and house number, mobile telephone number, e-mail address;
 - 4.3. confirm the correctness of the mobile telephone number by entering to the Order form a special code received from the Service Provider in a text message;
 - 4.4. select the ordered products offered by the Pizza Hut Restaurant by ticking them in the Web Site offer, select quantity, amount or size of a particular product and, if possible, make modifications for a particular product;
 - 4.5. select the payment method;
 - 4.6. place the Order by clicking on "Megrendelés és fizetés" - "Order and pay".
5. For the Users who have an Account and want to place an Order, the procedure is as follows:
 - 5.1. log in to the Web Site with the use of their login and password;
 - 5.2. select the Order type on the Web Site;
 - 5.3. from the list of saved addresses choose the address at which the Order is to be sent or enter a new delivery address;
 - 5.4. select the ordered products offered by the Pizza Hut Restaurant by ticking them in the Web Site's offer, select quantity, amount or size of a particular product and, if possible, make modifications for a particular product.
 - 5.5. select the payment method;
 - 5.6. accept the Order clicking "Megrendelés és fizetés" - "Order and pay".
6. When all the steps specified in § 4 par. 4 and 5 above are properly completed, the Order is accepted for fulfilment. Users may visit the "Cart", check its content and remove or add products

any time until placing the Order. The total Order is shown and can be changed or deleted before the User places the Order to identify and amend data entry mistakes.

7. The Service Provider confirms the placed order via e-mail within 5 minutes from placing the Order. Should the User not receive the confirmation within 5 minutes from placing the Order, the User shall call the following number 0036 70 682 1990 for clarification of the User's Order.
8. Orders may be placed by the Users acting on behalf of other subjects, including legal entities or organisations without legal personality.
9. Users may request a VAT invoice for the placed Order. To receive VAT invoice, select "VAT invoice" when placing the Order. Users having an Account will be able to save 3 sets of data necessary to issue VAT invoice, and it is possible to search for the identification data with the buyer's tax ID number. Users who do not have an Account will need to provide the data specified on the VAT Invoice each time.
10. By accepting the present Regulations, the User gives his consent to Service Provider to send two status text messages per order about the status of the Order with the following text: "Thank you for your order! It has been received by our restaurant. Best regards!" and "Thank you for your order. It has already been prepared by our chef and taken by the driver. We are on the way! Bon appetite!" or "Your order has already been prepared in the restaurant and it is ready to pick up. Bon appetite!"

§ 5. Registration and access to the Pizza Hut Account

1. Pizza Hut Account is registered online by filling in a registration form available on the Web Site in the "Open an Account" tab.
2. Fields of the registration form that must be filled in are clearly marked.
3. Users enter their personal data necessary so the Service Provider can perform the agreement between the User and the Service Provider, to contact the Users, as well as to open and maintain the Account.
4. After the User fills in and sends the registration form, the Service Provider sends to the electronic mail address specified by the User, confirmation of the registration and creation of the Account. The Account is activated when the User clicks on the activation link included in the e-mail sent by the Service Provider.
5. The User gains access to the Account after providing the previously selected login and password. The login and the password are confidential. The Service Provider hereby informs the User that providing access to the login and the password to the third parties may pose a risk for the User's privacy or other legally protected interests.
6. The Account enables:
 - 6.1. online monitoring of the Order status;
 - 6.2. placing complaints referring to the Order via the form available after logging in to the Account;
 - 6.3. receiving text messages about the Order status;
 - 6.4. storing the addresses for delivery of Orders;
 - 6.5. storing data necessary to issue VAT invoices for maximum three buyers;
 - 6.6. editing data referring to the User.

§ 6. Technical requirements

1. The Web Site may be accessed from an internet connected PC equipped with an operational system (Windows, Mac OS, Linux or similar) and an internet browser – Internet Explorer, Opera, Firefox, Google Chrome or Safari in the current version.
2. The Web Site may be also accessed from mobile devices such as smartphones, tablets or palmtops. Use of mobile version of the Web Site is technically possible only with an internet connected mobile device equipped with one of the popular browsers in the current version (Android Browser, Chrome Mobile, Internet Explorer Mobile, Opera Mini or Safari Mobile).
3. In order to make use of Services based on localization mechanisms (localization of the device on the Pizza Hut Restaurants' map) the User needs to have a mobile device equipped with a GPS receiver with the GPS function switched on (permit for access to information on the User's location is required). GPS data are used only for localization of the device on the Pizza Hut Restaurants' map, the Service Provider does not store or further process these data.

§ 7. Agreement validity and termination of the Services

1. Users may use Services or terminate them at any time. The agreement on rendering the Services connected with the Account is concluded for an indefinite period of time at the moment the Account is activated in accordance with § 5 par. 4 of the Regulations. The minimum period of the User's obligations has not been defined, and a User is not obliged to use the Service in any specific period.
2. Termination of the Services may be reported by an e-mail with the User's declaration sent at the e-mail address: kontakthu@amrest.eu or by a letter sent at the Service Provider's address (AmRest Kft., 1138 Budapest, Dunavirág utca 2-6., 3. torony, 2. emelet).
3. Considering that the Order contains perishable goods and goods with short quality time, Users do not have the right to withdraw from the Order after receiving the confirmation from the Service Provider.
4. In the event the Service Provider receives a declaration on the User's termination of the Services, the User shall not be charged with any costs of the rendered Service.
5. Execution of the right to terminate the Services in line with the rules defined in the present article shall have no impact on the completion of the Orders and performance of the Parties' obligations referring to the Orders placed by the User prior to the date of termination.

§ 8. Complaints referring to the Orders

1. The Service Provider shall complete the Orders without defects. The Service Provider bears liability towards the User under warranty in reference to physical and legal defects of the subject of the Order pursuant to the provisions of the Hungarian Civil Code.
2. Complaints referring to the Orders may be lodged:
 - 2.1. via the Web Site – by the Users having a Pizza Hut Account;
 - 2.2. via telephone at the telephone number of the Pizza Hut Restaurant carrying out the Order – by all of the Users;
 - 2.3. in writing, at the address of the Service Provider (AmRest Kft., 1138 Budapest, Dunavirág utca 2-6., 3. torony, 2. emelet).
3. A complaint should consist of personal details of the person lodging the complaint (first name and surname, correspondence address, and optionally – e-mail address and telephone number), reason of the complaint and the User's request.
4. Complaints shall be considered by the Service Provider within 14 days from the date of their receipt, unless mandatory provisions of law specify a shorter period.

5. The person placing a complaint will be informed by the Service Provider about the method of considering the complaint via a letter sent at the address provided in the complaint or an e-mail – depending on the method of placing the complaint.
6. Complaints referring to physical or legal defects of the products included in the Order shall be considered in accordance with the provisions of the Hungarian Civil Code referring to warranty for defects.

§ 9. Complaints referring to the Services

1. Any complaints referring to the Services may be lodged:
 - 1.1. at the electronic address of the Service Provider (kontakthu@amrest.eu) or
 - 1.2. in writing at the address of the Service Provider (AmRest Kft., 1138 Budapest, Dunavirág utca 2-6., 3. torony, 2. emelet).
2. A complaint should consist of the first name and surname of the person lodging the complaint, the reason of the complaint and the User's request.
3. Complaints shall be considered in the order in which they are lodged, within 14 days from the date of their receipt by the Service Provider.
4. The person placing a complaint will be informed about the method of considering the complaint via a letter or electronic mail – depending on the method of placing the complaint.

§ 10. Personal data protection

1. The Service Provider, as the data controller of the personal data of Users processes the personal data of Users based on Article 13/A of the E-Commerce Act, and when processing is necessary for the performance of a contract or in order to take steps at the request of the data subject prior to entering into a contract in accordance with the provisions of General Data Protection Regulation (GDPR) 2016/679., and Act CXII of 2011 on the right of informational self-determination and the freedom of information, as well as with the provisions of the E-Commerce Act.
2. The Service Provider processes the following personal data of Users: personal data included in the Account's registration form and the Order form, namely first name, surname, address, phone number, e-mail address, date of Order, GPS data (location).
3. The Service Provider processes the personal data specified in par. 2 above for the following purposes: rendering the Services and fulfilling the Order, maintaining the Account that enables use of the services rendered electronically by the Service Provider, handling complaints.
4. In the course of the registration, the User may also give consent to processing his or her personal data for marketing purposes, as well as to receiving marketing information from the Service Provider, including offers and promotions referring to the Service Provider, at the electronic mail address and the telephone number provided by the User. Such consent is voluntary and the use of Services is not subject to it.
5. Personal data of the Users making payments online via the PayU system are provided by the Users themselves to PayU S.A. with its registered office at: ul. Grunwaldzka 182, 60-166 Poznań, KRS: 0000274399.
6. Detailed rules of the Service Provider's data processing, the principles of protecting Users' privacy, including the Service Provider's technical means preventing gaining and modifying, by unauthorised parties, the personal data sent electronically have been described in the document titled "Privacy Policy" available on the Web Site.

§ 11. Out-of-court dispute settlement

1. The User may apply out-of-court methods of complaint consideration and claim enforcement such as:

- 1.1. turning to the Service Provider with his or her claim (address: 1139 Budapest, 1138 Budapest, Dunavirág utca 2-6., 3. torony, 2. emelet, e-mail address: kontakthu@amrest.eu, phone number: 06 1 300-3000)
 - 1.2. applying to the Budapest Capital Government Office, Consumer Protection Department (address: 1052 Budapest, Városház u. 7.);
 - 1.3. applying to the Budapest Arbitration Board (address: 1016 Budapest, Krisztina krt. 99., phone number: 06-1-488-2131, website: www.bekeltet.hu).
2. Detailed information on out-of-court methods of complaint consideration and claim enforcement, and the rules of access to the procedures is available on the website of the Hungarian Authority for Consumer Protection: www.nfh.hu.

§ 12. Other information for the Users

1. The Regulations may be downloaded free of charge any time in .pdf format at: www.pizzahut.hu in order to make it possible for the Users to store it and read it at any time.
2. Agreements on Service rendering are concluded with the Service Provider in Hungarian.
3. The agreement concluded through the Order and confirmation does not qualify as written agreement, the Service Provider does not file it and it will not be available later.
4. The Service Provider hereby informs the Users that in reference to Service rendering:
 - 4.1. the Service Provider does not apply ethical codes within the meaning of point o) of Article 11 (1) of Government Decree No. 45/2014. (II. 26.) on the detailed rules of agreements between consumers and companies or within the meaning of the provisions on prohibition of unfair commercial practices against consumers;
 - 4.2. the Service Provider does not collect any deposits from the Users and does not requires any other type of financial guarantees;
 - 4.3. the Service Provider does not make any warranties and does not offer any post-sales services;
 - 4.4. the Service Provider does not implement any means of protection against content copying or accessing without the Service Provider's consent.
5. Delivery time of the order is between 30 and 60 minutes, the exact delivery time will be provided on the order summary page.

§ 13. Amendments to the Regulations

1. The Service Provider may amend the present Regulations for significant reasons, for example:
 - 1.1. amendments in the generally applicable legal provisions having direct impact on the content of the present Regulations;
 - 1.2. issuance of an order or decision having direct impact on the content of the present Regulations by the court or public administration authorities;
 - 1.3. introduction of new functionalities of the Web Site;
 - 1.4. preventing infringements of law or infringements of the present Regulations;
 - 1.5. removing ambiguities or doubts as to interpretation;
 - 1.6. The Service Provider's transformation (change to their legal status), change of the Service Provider's or Hosting Provider's name, change in registration data, identification numbers, address, URL address, e-mail address or the telephone number specified in the Regulations.
2. In any case, amendments to the Regulations shall not impact the User's rights or the Service Provider's obligations arising before the date the amended Regulations become binding for the Users.
3. The Service Provider shall inform about the amendments to the Regulations on the Web Site, as well as in an e-mail message sent at the address associated with the Pizza Hut Account.

4. Amendments to the Regulations shall be binding for Users who do not terminate the Services in 30 days from the date of informing about the amendments in accordance with § 13 par. 3 of the Regulations.

§ 14. Final provisions

1. In any matters not regulated herein, legal provisions generally binding in Hungary shall apply, including the provisions of the Hungarian Civil Code and the E-Commerce Act.
2. Any disputes shall be settled by a regular court specified in accordance with the provisions of Act III of 1952 on the Code of Civil Procedure.

AmRest Kft.