

Terms and Conditions - Kolics Imre

GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

Effective: From 26 September 2026 until withdrawal or amendment.

Website: <https://vaszonkepalevegobol.hu>

PART I: GENERAL TERMS AND CONDITIONS (GTC)

1. Details of the Service Provider (Business Operator)

- **Name:** Kolics Imre sole proprietor (e.v.)
- **Registered office / Postal address:** 7900 Szigetvár, Gábor Áron utca 9.
- **Tax number:** 67534821-1-51
- **Email address:** info@kimedia.hu
- **Telephone:** +36-30/997-2426
- **Hosting provider details:**
 - **Name:** InfoNetfort Kft.
 - **Address:** 7900 Szigetvár, Szent István ltp 17. IV/25.
 - **Email:** kapcsolat@netfort.hu

2. Basic Provisions and Scope of the Contract

2.1. These General Terms and Conditions (hereinafter: GTC) contain the terms and conditions for using the services available on the website <https://vaszonkepalevegobol.hu> operated by Kolics Imre e.v. (hereinafter: Service Provider), including photography, videography, aerial photography, short film production and digitisation of analogue/physical media, as well as the ordering and purchase of physical products (canvas prints, prints, etc.).

2.2. By using the website, registering or submitting an order, the Customer/Buyer (hereinafter: Customer) declares that they have read, accept and acknowledge these GTC as binding upon themselves.

2.3. The contract between the parties qualifies as a contract concluded electronically, which is not considered a written contract, does not refer to a code of conduct, is not filed, but can be accessed retrospectively. The language of the contract is Hungarian.

3. Services and Products Available for Order

3.1. Services

- **Digitisation:** Conversion and saving of analogue, obsolete or physical media (e.g. VHS/VHS-C tapes, Hi8/Video8, slides, negatives, printed photographs, etc.) into digital formats (e.g. MP4, JPG).
- **Photography and videography:** Photography and video recording for events, portraits, real estate, event-related or individual purposes.
- **Aerial photography (drone photography and videography):** Aerial photography and videography carried out with the appropriate permits and in compliance with airspace use regulations.
- **Short film production / Post-production:** Editing, colour correction, sound adjustment and final assembly of recorded raw footage into a completed short film.

3.2. Products

- **Canvas prints and customised prints:** Physical canvas prints and wall decorations created using photographs taken by the Service Provider or provided/selected by the Customer.

4. Ordering Process and Formation of the Contract

4.1. Product purchase: The Customer selects the desired product on the website, chooses its size and sets the required parameters, then adds it to the cart. After providing the shipping and billing details and selecting the payment and shipping method, the order becomes a binding order subject to a payment obligation by finalising the order ("Submit Order / Payment").

4.2. Ordering services (Digitisation, Photography, Videography, Short Film): In the case of services, the Customer consults with the Service Provider via the contact form, email, telephone or in person. The Service Provider provides an individual quotation based on the quantity, condition and duration of the materials to be digitised. The contract is concluded upon acceptance of the quotation in writing (by email) or on the basis of a personal handover receipt, the handover of the analogue media and, where stipulated, payment of the deposit/advance payment.

4.3. The Service Provider sends an automatic confirmation email or handover receipt confirming receipt of the order.

5. Prices, Payment and Shipping Terms

5.1. The prices displayed on the website are stated in Hungarian forints (HUF). The Service Provider applies the personal VAT exemption (AAM) or another tax regime in accordance with applicable legislation; the prices represent the total amount payable.

5.2. Payment Methods

- Bank transfer (advance payment to the bank account number provided in the confirmation).
- Cash on delivery (upon receipt of the product or returned digitised materials, to the courier or at the collection point).
- Cash payment (in the case of personal collection).
- Online bank card payment (if integrated into the website).

5.3. Shipping terms: In the case of products, as well as original and completed digital media handed over for digitisation, delivery/return delivery is carried out by a contracted courier service, or the handover and receipt take place in person.

6. Service-Specific Rules

6.1. Special Conditions for Digitisation Services

- **Condition of original media:** The Customer acknowledges that analogue media (VHS tapes, old tapes, photographs) naturally deteriorate over time. The Service Provider performs digitisation using the most effective technological procedures reasonably expected from them, but assumes no liability for fundamental physical and quality defects of the supplied materials (e.g. stretched tape, mould, tracking errors, discolouration).
- **Risk of tape damage:** Although the Service Provider handles the submitted media with the utmost care, aged and fragile tapes/materials may tear or become damaged unpredictably during playback or digitisation. In such cases, the Service Provider shall not be liable for damages, but will, where possible, attempt to professionally repair/splice the tape.
- **Return and storage of original materials:** The Service Provider stores the digitised original media and completed digital files for 30 days from the date of handover/payment if the Customer does not collect them. After this period, the Service Provider is entitled to charge

a storage fee or destroy the materials/place them in responsible custody.

- **Content and legal responsibility:** The Customer declares, aware of their criminal and civil liability, that they possess the necessary user/copyright rights in relation to the materials submitted for digitisation and that the materials do not contain content contrary to law (e.g. prohibited pornographic, extremist or illegal content).

6.2. Photography, Videography and Drone Footage

- **Weather and technical conditions:** The production of aerial footage (drone photography/videography) is strictly dependent on weather conditions and statutory airspace use permits. In the event of adverse weather or an official prohibition, the Service Provider is entitled to postpone the recording to a new date agreed with the Customer.
- **Delivery and storage of raw materials:** The Service Provider delivers the final photographs, videos or short film in the agreed format. Raw unedited materials (RAW photographs, unedited video clips) are only provided under a separate written agreement and for an additional fee.

6.3. Copyright and Intellectual Property

- Photographs, video recordings and short films created by the Service Provider constitute the intellectual property of the Service Provider. By paying the service fee, the Customer acquires a non-exclusive right of use for their own/personal (or, based on prior agreement, business) purposes.
- In the case of digitisation services, the copyright of the existing original recording remains with the original rights holder/Customer; the Service Provider is commissioned to perform the conversion and technical operations.

6.4. Right to One's Image and Publication

The Service Provider may publish photographs and short films created by them in their reference materials only with the prior consent of the Customer/data subject. Materials submitted for digitisation that belong to third parties/private individuals will under no circumstances be published by the Service Provider and will be treated confidentially!

7. Consumer's Right of Withdrawal and Termination (Government Decree 45/2014. (II. 26.))

7.1. In the case of product purchases: The Consumer may withdraw from the contract without giving a reason within 14 days from receipt of the product.

7.2. Exceptions to the Right of Withdrawal/Termination

- **Customised products:** The right of withdrawal cannot be exercised in the case of a non-pre-manufactured canvas print or print produced according to the Consumer's instructions or at their express request (e.g. a canvas print made from a custom photograph).
- **Digitisation and other services:** Following full completion of the service, provided that the Service Provider began performance with the Consumer's express prior consent and the Consumer acknowledged that they would lose their right of termination once the service had been fully completed. If the digitisation process has already started but has not yet been completed, the Consumer is obliged to pay a fee proportionate to the work performed up to the time of termination.

8. Statutory Warranty, Product Warranty and Guarantee

In the event of defective performance, the Customer may exercise a statutory warranty or product warranty claim against the Service Provider in accordance with the provisions of the Hungarian

PART II: PRIVACY POLICY (GDPR)

1. General Principles

Kolics Imre e.v., as Data Controller, is committed to protecting the personal data of users and customers. We collect and process personal data in accordance with the applicable European Union legislation (GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council) and Hungarian legislation (Infotv. – Act CXII of 2011).

- We process personal data only for the purposes defined by law or specified in the consent.
- The content of materials submitted for digitisation (photographs, videos, audio) is treated strictly confidentially; such materials are not made accessible to third parties, disclosed publicly or sold.

2. Details and Contact Information of the Data Controller

- **Name of the Data Controller:** Kolics Imre e.v.
- **Registered office / Place of data processing:** 7900 Szigetvár, Gábor Áron utca 9.
- **Telephone:** +36-30/997-2426
- **Email:** info@kimedia.hu
- **Website:** <https://kimedia.hu>
- **Tax number:** 67534821-1-51

3. Definitions (Based on Article 4 of the GDPR)

- **Data subject / User:** Any identified or identifiable natural person who can be identified, directly or indirectly, on the basis of personal data.
- **Personal data:** Any information relating to the data subject – in particular the name, identification mark, and one or more elements characteristic of their physical, physiological, mental, economic, cultural or social identity.
- **Processing:** Any operation performed on data (e.g. collection, recording, storage, alteration, use, transmission, creation of photographs, audio or video recordings, conversion, deletion).

4. Scope, Purpose, Duration and Legal Basis of Data Processing

4.1. Webshop Purchases, Registration and Service Orders

Type of data processed	Purpose of data processing	Duration of data processing	Legal basis for data processing (GDPR)
Username, password	Identification, registration, account login.	Until withdrawal of consent (until account deletion).	Consent – Article 6(1)(a)
Name, Email address, Telephone number	Communication, order and digitisation arrangements.	Until performance of the contract / limitation period (5 years).	Performance of a contract – Article 6(1)(b)
Billing name and address	Issuing a proper invoice, accounting obligations.	8 years from the date of issue of the invoice (Accounting Act, Section 169).	Legal obligation – Article 6(1)(c)
Shipping name and address	Delivery of goods or return delivery of digitised media.	Until delivery of the ordered goods/materials.	Performance of a contract – Article 6(1)(b)

4.2. Digitisation (Temporary Storage of Submitted Images, Videos and Audio Materials)

Type of data processed	Purpose of data processing	Duration of data processing	Legal basis for data processing (GDPR)
Content of analogue media submitted for digitisation (likeness, audio, family videos, etc.)	Performance of the digitisation order, format conversion, delivery to the Customer.	For 30 days following handover/collection (a security backup in case of data loss/failed download), after which it is permanently deleted.	Performance of a contract – Article 6(1)(b)

Note: On the 30th day following successful delivery, the Service Provider permanently and irreversibly deletes backup copies of the completed digitised files from all local and cloud-based storage.

4.3. Photography, Videography and Short Film Production (Self-Created Recordings)

Type of data processed	Purpose of data processing	Duration of data processing	Legal basis for data processing (GDPR)
Image and voice of the Customer and persons appearing in the recordings	Performance and delivery of the ordered service.	Until performance of the contract (1-year security backup).	Performance of a contract – Article 6(1)(b)
Selected photographs, short films published for reference purposes	Service Provider's own marketing and portfolio.	Until withdrawal of consent or objection.	Voluntary consent – Article 6(1)(a)

4.4. Contact Form, Email and Telephone Enquiries

Type of data processed	Purpose of data processing	Duration of data processing	Legal basis for data processing
Name, Email address, Telephone number, Note	Contact, quotation.	For 90 days from the date of the last contact.	Consent – Article 6(1)(a)

5. Newsletter and Direct Marketing

5.1. We send newsletters only to Users who have previously given their explicit and voluntary consent to receive them.

5.2. Unsubscribe procedure: The data subject may unsubscribe at any time and free of charge by clicking the “Unsubscribe” link at the bottom of the newsletter or by email (info@kimedia.hu).

6. Data Processors and Data Transfers

The Data Controller uses the following data processors to fulfil its obligations:

1. Hosting provider (Website and server operation):

- **Name:** InfoNetfort Kft. (7900 Szigetvár, Szent István ltp 17. IV/25., kapcsolat@netfort.hu)
- **Task:** Providing hosting services, storing databases.

2. Accounting and Invoicing:

- **Task:** Issuing accounting documents and bookkeeping in accordance with the Accounting Act.

3. Courier service / Parcel delivery:

- **Task:** Return delivery of ordered products and media submitted for digitisation/completed media.

7. Cookies and Analytics

7.1. The website uses cookies to ensure operation, improve the user experience and perform statistical analyses.

7.2. The website uses Google Analytics and Google Ads services in an anonymised manner to analyse visitor traffic.

7.3. Users can delete or disable cookies in their own browser at any time.

8. Rights of Data Subjects (Articles 15–22 of the GDPR)

The data subject may request the following in writing via the contact details of the Data Controller:

- Right to information and access
- Right to rectification
- Right to erasure (“right to be forgotten”)
- Right to restriction of processing
- Right to data portability
- Right to object
- Right to withdraw consent

The Data Controller shall provide written information on the measures taken no later than 1 month from the submission of the request.

9. Data Security

9.1. The Data Controller ensures the protection of data and files submitted for digitisation against unauthorised access, alteration, transmission or destruction.

9.2. Digitised family and personal recordings are stored in closed, password-protected systems during the delivery period.

10. Legal Remedies and Complaints

11.1. Complaint to the Data Controller: info@kimedia.hu | +36-30/997-2426

11.2. Complaint to the Authority (NAIH):

- **Name:** National Authority for Data Protection and Freedom of Information
- **Registered office:** 1055 Budapest, Falk Miksa utca 9-11. (Postal address: 1363 Budapest, Pf. 9.)
- **Telephone:** +36 (1) 391-1400
- **Email:** ugyfelszolgalat@naih.hu
- **Web:** <http://www.naih.hu>

11.3. Right to take legal action: In the event of a violation of their rights, the data subject may take legal action against the Data Controller (the proceedings may also be initiated before the court having jurisdiction according to the place of residence or habitual residence of the data subject).

11. Main Applicable Legislation

- **GDPR:** Regulation (EU) 2016/679 (General Data Protection Regulation)

- **Infotv.:** Act CXII of 2011 on informational self-determination and freedom of information
- **Ptk.:** Act V of 2013 on the Civil Code
- **Eker. Act:** Act CVIII of 2001 on electronic commerce services
- **Fgytv.:** Act CLV of 1997 on consumer protection
- **Accounting Act:** Act C of 2000 on Accounting
- **Government Decree 45/2014. (II. 26.)** on the detailed rules of contracts between consumers and businesses