

# GENERAL CONTRACTUAL CONDITIONS 2025.06.17.

The General Terms and Conditions (hereinafter referred to as the "GTC") contain the terms and conditions for the use of the "www.kristonmethod.com" (hereinafter referred to as the "Website") operated by VITÁL-TRÉNING Health Storage Limited Liability Company as a service provider (hereinafter referred to as the "Service Provider"), the rights and obligations of the consumer (hereinafter referred to as the "Customer") who wishes to use the services (hereinafter collectively referred to as the "Services") published on the Website and detailed in Section 2.

We kindly ask you to read carefully the following information notice, which provides you with details of how and where you can exercise your rights and the principles and practices we follow in accordance with the applicable law. At the same time, these GTC are intended to ensure that the Service Provider complies with the legislation in force in relation to the provision of information to customers. Please only use our Service if you agree with all of its provisions and consider yourself bound by them.

This document is not filed, it is concluded in electronic form only (it is not a written contract, it is not filed by the Service Provider), it does not refer to a code of conduct.

By using the Website, you agree to be bound by the provisions of these Terms and Conditions and acknowledge and agree to the following:

The GTC are available and can be downloaded from the following link: www.kristonmethod.com

## Service provider details:

Name of the service provider: VITÁL-TRÉNING Egészségmegőrző Korlátolt Felelősségű Társaság

The service provider is located at 1061 Budapest, Király utca 14., l./5. Address of the service provider: 2092 Budakeszi, Márity László út 6.

Service provider registration number: 01 09 889471

Tax identification number: 14113253-2-42

Name of registering authority (Service Court): Fővárosi Törvényszék Szolgáltatóbírósága

Language of the contract: Hungarian

# **Contact details of the service provider:**

Website: www.kristonmethod.com

E-mail: info@intimtorna.hu

Phone number: +36305290056 (Friday: 10:00 - 12:00)

Postal address: 1012 Budapest, Logodi utca 50.

## Name and location of the hosting provider:

WebCapital Kft., 7622 Pécs, Rákóczi út 17.

## 1. Basic provisions

1.1 These GTC shall enter into force on 17.06.2025 and shall remain in force until revoked or until next amended.

1.2 The Service Provider reserves the right to unilaterally make any changes or improvements to the GTC or the Website at any time without prior notice. The new, amended GTC shall enter into force when the Service Provider publishes it on www.kristonmethod.com. In the event of a material modification to the GTC, the Service Provider will publish a notice of the modification of the GTC on www.kristonmethod.com 30 (thirty) days prior to the effective date. The information shall contain a



precise reference to the amended provisions of the GTC, the date on which the amendment will enter into force and the contact details of the amended GTC. The Customer accepts the amended GTC by using the Website after the amendment has entered into force. The Website will display the current version of the GTC. If requested, we will send you by email the previous version of the TOS valid before the amendment.

1.3 These GTC contain the rules applicable to the Services provided by the Service Provider through the Website. However, the Service Provider draws the attention of the users to the fact that the Service Provider is not involved in the delivery of the course, because the Customer and the trainer enter into a direct contractual relationship when registering for the course. The Service Provider shall only provide the services indicated in point 2.

#### 2. Services of the Website

## 2.1 Trainer profile

In the "Trainers" section of the website, you can find the trainers teaching the Kriston method (trainer profile) and their contact details. In the trainer profile, you can find the trainer's profile in his/her teaching languages, the trainer's teaching locations, the types of courses he/she teaches, as well as the trainer's evaluations and courses he/she has started so far. This information is always provided by the trainer and is only stored and displayed by the Website.

## 2.2 Courses and activities

On the Website, the Service Provider publishes the descriptions of the different types of courses and details of the courses offered. For each course type, the prerequisites that the Customer must meet in order to enrol in the course are indicated and it is the Customer's responsibility to accept and comply with these prerequisites.

## 2.3 Registering for a course

The Website is solely for the purpose of facilitating the application for the course, i.e. the Service Provider is not involved in the organisation and delivery of the course, its activity and responsibility is limited to the facilitation of the application." The services provided by the Provider and the trainer - and the responsibility for them - are therefore separate." It is the responsibility of the trainer to ensure that the course is conducted in accordance with the advertised conditions. The Service Provider accepts no liability whatsoever in relation to the organisation, delivery or failure to deliver the Course.

The customer can only enrol for a course if he/she has a valid registration on the Website and is logged in to his/her account and has provided the necessary information for enrolment: name, email address, billing details, telephone number. Considering that the Customer is contractually bound to the Trainer for the participation in the course, the Customer accepts the Trainer's Terms and Conditions and can read its Privacy Policy at the time of registration. The application constitutes a commitment of payment to the Trainer.

During the application process, the Customer declares to the Service Provider that he/she will respect the copyright, which is binding on him/her.

When applying for any occupation on the Website, the Customer is responsible for fulfilling the prerequisites indicated. If it is later found that he/she does not fulfil the conditions, the responsibility for this shall be borne by the Customer.

After selecting the payment option and accepting the Trainer's T&Cs, Privacy Policy, Copyright Policy and Declaration of Compliance with the Preconditions, the Customer finalizes the Registration by clicking on the "Sign Up" button.



By registering, the Customer acknowledges that the Service Provider will forward the data to the trainer of the course selected during the registration process in order to take further organizational steps regarding the course (cancellation, change of date, other important circumstances).

Within 24 hours after registration, the Customer will receive an informative e-mail message from the Service Provider to the e-mail address provided by the Customer, which will contain the main details of the course and other information.

# 2.4 Waiting list

If there are no places left on a course, you can apply for a place on the waiting list. Waitlisting does not guarantee admission to a course, it only happens if a place on the course becomes available. The waiting list function of the Website allows the Buyer to be notified of a vacancy and to apply for the course, and if the course is full again, the Buyer will be notified.

## 2.5 Registration for the Website

Registration, i.e. the creation of a user account (profile), is not required to use the Website, but is required to register for a course. When registering, the customer is required to provide the following information: name, email address. After registration, the Customer will receive an email to confirm his registration and the account will be created only after successful confirmation. By registering, the Customer accepts the Website's Terms and Conditions and can read its Privacy Policy.

#### 2.6 Assessments

Customer has the right to rate any Trainer on the Website with whom he/she has attended a session. The evaluation will appear on the Website in the same form, but only the first name of the Customer will be published, not the surname or the name of the municipality. The Trainer shall have the right to subsequently assess the published evaluation as offensive by notifying the Service Provider, after which the Service Provider shall review the evaluation in question and, if it is deemed to be offensive, the evaluation shall be deleted.

The Buyer undertakes not to make any unlawful, defamatory, unethical, untrue, or for any other reason or fact injurious to the Service Provider, any other Buyer or any Trainer in its evaluation. will only monitor reviews if the content of the review is brought to its attention. In such a case, the Service Provider will consider all the circumstances of the case based on the information available to and will be free to remove the entire review. Furthermore, the Service Provider reserves the right to remove any review at any time at its sole discretion.

# 2.7 Audio material

Training audio material may be included with some courses and will be provided by the Service Provider to the Customer who has completed the course and evaluated the trainer. Before the first playback of the audio material, the Customer must accept the Service Provider's copyright statement regarding the use of the audio material. The audio material in MP3 format can be downloaded by the Customer from his/her account in unlimited number of times under "my exercises".

## 2.8 Newsletters

Customers have the possibility to subscribe to several newsletters on the Website. You can subscribe or unsubscribe to or from the Service Provider's central newsletter/newsletters on the Kriston method at the time of registration and at any time in the footer or in your profile.

In addition, the Customer may subscribe to two types of newsletters from each Trainer: the newsletter of the Trainer about the Kriston Method related activity of the Trainer and the newsletter of the Trainer about his/her non-Kriston Method related activity. This can be done by the Customer on the Trainer's



profile, when applying for a session with the Trainer, or on his/her own profile at any time if he/she has already subscribed to any newsletter of the Trainer or applied for any session of the Trainer. The Website only provides the possibility to subscribe and unsubscribe to the Trainer's newsletters, the sending of the newsletters and the related data management after subscription and unsubscription is the full responsibility of the Trainer. The Trainer's information on data management is available in the Trainer's Privacy Notice on the Trainer's profile.

By subscribing to the trainer's newsletter, the Customer acknowledges that the Service Provider will forward the data to the trainer concerned by the subscription, who will be responsible for the lawful use of the data and for sending the newsletter.

## 2.9 User profile

Registration creates a user account that stores

- a) basic information about the user (contact details, billing information),
- b) a list of the services (courses) you have already taken and a list of your current applications,
- c) the list of services they wish to use in the future or are on a waiting list for,
- d) audio material related to the courses attended,
- e) an evaluation of the trainers who have taken the courses,
- f) other content and information provided by the Service Provider.

You are fully responsible for the use of the username and password pair associated with your account and for all activities you undertake through your account or using your password pair.' The User undertakes to notify the Service Provider immediately in the event of any unauthorized use of his/her data or any other breach of security valo .'" The Service Provider shall not be liable for any damages resulting from the storage of the password or from the transfer of the username and password to third parties.

Customers have the option to delete their profile. To do so, you must not have an active course enrolment.

#### 2.10 Service content

The Service Provider may publish on the Website any text, moving or still image content or audio material that it deems suitable for publication for the purpose of learning about or promoting the Kriston Method or for any other purpose. If the Service Provider does not produce such content, it shall in all cases indicate the author and/or source. <a href="mailto:info@intimtorna.hu">info@intimtorna.hu</a>The Service Provider shall be responsible for the publication of such content and shall receive any requests or requests in relation thereto at .

## 2.11 Automatic email

Emails related to the course and the trainer evaluation are necessary for the normal business of the Service Provider and to maintain the quality of the Service and do not constitute a newsletter.

## 3. Complaints handling and other redress

The Customer may submit consumer complaints regarding the purchase or the Service Provider's activities to the following contact details: <u>info@intimtorna.hu</u>. The Service Provider will respond to your written complaint within 30 days.

If the dispute between the Service Provider and the Customer is not settled through negotiations, the Customer may initiate legal proceedings.

If the Customer qualifies as a consumer, the following legal enforcement options are available:



- Submitting a complaint to the consumer protection authority;
- Initiating a procedure before a conciliation board (in Hungary);
- Online Dispute Resolution through the European Commission's platform: https://ec.europa.eu/consumers/odr/

You can find the Hungarian conciliation boards here: http://www.bekeltetes.hu/index.php?id=testuletek

If the consumer did not contact a conciliation board or the procedure was unsuccessful, the consumer may turn to the court.

The applicable law for this legal relationship and for any disputes arising from it shall be Hungarian law.

The law applicable to the legal relations between the parties arising under these GTC and/or to disputes arising between the parties shall be Hungarian law. If the Customer is a consumer, the court of the consumer's domicile in Hungary shall have exclusive jurisdiction in disputes arising from this contract pursuant to Section 26 (1) of the Civil Code. In other matters, the parties agree that the competent and competent court of law shall be the court of the place of the Supplier's registered office.

## 4. Limitation of the Service Provider's Service

- 4.1 The Buyer acknowledges that due to the nature of the Internet, the continuous operation of the Website may be interrupted without the prior knowledge and intent of the Service Provider .' Accordingly, the Service Provider does not guarantee that the operation of the Website will be uninterrupted or error-free or that access to the Website will be continuous or error-free.
- 4.2 The Service Provider is entitled to suspend the Website in whole or in part for maintenance or other security reasons without any prior notice or information.
- 4.3 The Buyer acknowledges that the Service Provider is not liable for any damage or misuse of payment by credit card, whether during or as a consequence of the payment.
- 4.4 The Service excludes all liability for any damage caused by the contractual or unlawful acts or omissions of the Customer or third parties.
- 4.5 The Service Provider does not assume any liability in connection with the information and content of the Website related to individual trainers and courses, in particular information obtained from trainers." The Service shall therefore not be a party to any dispute between the trainer and the Buyer arising from the inadequacy of the quality of the course or the failure to deliver the course.
- 4.6 If, as a result of war, riot, terrorist act, strike, accident, fire, blockade, flood, natural disaster, severe energy supply disruption or any other unforeseeable and unavoidable obstacle beyond the control of the Customer or the Service Provider, one of them is unable to fulfil a contractual obligation, that person shall not be liable for any loss or damage caused by these events.

## 5. Copyright

- 5.1 The Website and its content, including the audio material available in the Customer profile, constitute a copyright work, and therefore any unauthorized copying, use, reproduction, sharing with third parties, retransmission to the public, public disclosure, other use, processing and sale of the content or any part thereof on the Website without the written consent of the Service Provider is prohibited. Even with written consent, any material from the Website and/or its databases may only be reproduced by reference to the Website.
- 5.2 The reviews and comments published by the User on the Website are an integral part of the Website, on which the Service Provider obtains the right of free, unlimited and exclusive use. The Service Provider is entitled to use, exploit, use, publish, revise, delete, publish, without limitation, the reviews, comments.



## 6. Data processing rules

The privacy policy of this website is available at: https://intimtorna.hu/hu/adatvedelmi-nyilatkozat

# 7. Right of withdrawal, right of termination

The Service Provider draws the Customer's attention to the fact that the Customer enters into a contractual relationship with the trainer as a result of the application, therefore the Customer may exercise the right of withdrawal or termination to which the Customer is entitled under the law against the trainer, as set out in the trainer's GTC.

## 8. Miscellaneous provisions

8.1.The issues not regulated in these GTCs and their interpretation shall be governed by Hungarian law, in particular with regard to Act V of 2013 on the Civil Code (hereinafter: Civil Code), Act CLV of 1997 on consumer protection, Act CLV of 2001 on certain issues of electronic commerce services and information society services, Act CLV of 1997 on consumer protection, Act CLV of 2001 on electronic commerce services and information society services, Act CLV of 1997 on consumer protection, Act CLV of 1997 on electronic commerce services and Act CLV of 2001 on certain issues of information society services. Act No. The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

8.2 For the purposes of these GTC, a consumer is a natural person over the age of 18 who is a consumer within the meaning of the Civil Code. 8:1 (1) (3) of the Consumer Act, the consumer shall be deemed to be acting outside the scope of his/her profession, self-employment or business activity.

8.3 The Service Provider and the Customer shall try to settle their disputes primarily through amicable means. If any part of these Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining parts shall not be affected.