

Note: Please read carefully this User Agreement. This User Agreement constitutes and regulates terms and conditions of access to and use of website www.schalipharma.com (hereinafter – «Website») and is a legally binding contract between User and Company. By signing up through Website or Application, User agrees with terms and conditions of this Agreement. Waiver of terms and conditions set out in this Agreement implies no access to and no use of Website.

User Agreement

Edition 10.01.2021

SCHALI® Group AG (hereinafter – «Company») set out terms and conditions of User Agreement that is posted on our website <https://www.schalipharma.com/documents/user-agreement-en.pdf>. Any person who desires to be a User in sense of this User Agreement is free to accept this Agreement. The person who has accepted this User Agreement has to accept terms and conditions of Privacy and Confidentiality Policy posted on our website <https://www.schalipharma.com/documents/privacy-en.pdf>.

1. Terms and meanings

1.1. Throughout this User Agreement, terms have following meanings, unless otherwise stated in Agreement:

«Company»	Material Invers KFT is a Hungarian legal entity. Legal address: 1093 Hungary, Budapest, Lónyai utca 47. Mailing address: 1097 Hungary, Budapest, Timot ut. 6. Telephone: +36305175089 Registration number: 01-09-703238 Tax number: 12783142-2-43 Bank account number: 12010611-00158722-00100000
«Personal profile»	Number of safeguarded webpages of Website, which are available to User after User has signed up and logged in through Website.
«Healthcare Specialist»	Person who provides advice on quality characteristics and use of SCHALI® products in conformity with instructions for use to those products. Relations between Healthcare Specialist and Company are regulated in Cooperation Agreement.
«Privacy and Confidentiality Policy»	Rules of use of any information posted on Website. Privacy and Confidentiality Policy is posted on our website https://www.schalipharma.com/documents/privacy-

	en.pdf . Privacy and Confidentiality Policy constitutes an integral part to this Agreement.
«User»	Legal entity or physical person that/who has signed up through our Website and that/who is capable of using System in accordance with our rules, terms and conditions.
«Website»	Number of information, data, graphs, designs, pictures, photos, videos, and other proprietary products, software, services, applications, features, which enable proper operation and use of Website: www.schalipharma.com .
«Services»	Proprietary software that is available to User in Personal Profile and enables easy use of System.
«Advice»	Advice and other related advisory service provided by Healthcare Specialist to User through Services of Website.
«System»	Website, Services, Advice.
«Products»	Number of sale units or a sale unit manufactured by Company, data of which are posted on Website for the purpose of sale.
«Agreement»	This User Agreement.
«Parties»	Company and User.
«User's account»	Number of User's personal information and data that are saved and stored in System and that are necessary for User's identification and access to User's Personal Profile and settings.
«Access to User's account»	Personal identification login data (mobile phone number or email address, and password) that User submits to Company during login and that enable User's identification and access to User's Personal Profile.
«Terms and Conditions»	Rights and obligations set out in this Agreement and Policy as well as in other rules and policies of Website that regulate use of Website, Services and Advice, Company's software and products by User.
«Other agreements»	Any other agreements and contracts that are concluded with Company and/or affiliated entities irrespective of this Agreement.

1.2. All other terms and definitions throughout this Agreement shall be interpreted in sense of the Law of the Hungary and in sense of commonly applicable regulations.

1.3. Relevant legislation:

1.3.1. The contract is governed by the provisions of Hungarian law, in particular the following laws:

CLV Consumer Protection Act 1997

Law CVIII of 2001 on Certain Matters of Electronic Commerce Services and Information Society Services.

Act V of 2013 on the Civil Code

Government regulation 151/2003. (IX.22.) On the compulsory guarantee for consumer durables

Government Decree 45/2014. (II.26.) Detailed rules governing contracts between consumers and businesses

Order of the National Ministry of Economy dated 19/2014. (IV.29.) On the rules of procedure for the consideration of warranty and warranty claims in sales to consumers
Copyright Act LXXVI 1997

CXX Act of 2011 on the Right to Self-Determination and Freedom of Information
Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on combating unjustified geo-blocking and other forms of discrimination based on the nationality of customers, place of residence or location in the internal market, as well as amending Regulation (EC) No. 2006/2004 and (EU) 2017/2394 and Directive 2009/22 / EC

Regulation 2016/679 (April 27, 2016) of the European Parliament and of the Council (EU) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation)

Valid prospectus: This data protection prospectus is governed by Hungarian law, in particular by Act CXII of 2011 on the right to information self-determination and freedom of information. and Regulation 2016/679 of the European Parliament and of the Council of (27. April) 2006 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Regulation (EC) No 95/46 / EC by the Administrator.

1.4. Scope and approval of the general conditions of the contract

1.4.1. The content of the agreement between us, in addition to the provisions of the applicable binding legal acts, is governed by these General Terms and Conditions (hereinafter “GTC”). Accordingly, these GTC contain your and our rights and obligations towards you and us, the terms of the contract, the terms of performance, the terms of delivery and payment, the rules of responsibility and the conditions for exercising the right of withdrawal.

Technical information required to use the Website, which is not included in these GTC, is provided by other information available on the Website.

You must familiarize yourself with the provisions of these General Conditions before placing an order. By making a purchase through our online store, you accept the terms of these General Conditions and fully participate in the agreement between you and the Seller.

1.5. Language and form of the contract:

1.5.1. The language of contracts subject to these General Terms and Conditions may be Hungarian, English, Russian, Chinese, Ukrainian, German.

1.6. Prices:

1.6.1. Prices are indicated in Euro currency and include VAT 27%. Prices are informative. It is possible that the Seller may change prices for commercial reasons. Price changes do not apply to contracts already concluded.

1.7. The titles of the headings (articles) of the Agreement are intended solely for the convenience of using the text of the Agreement and have no literal legal meaning.

2. Applicability and acceptance of terms and conditions

2.1. Terms and conditions set out in this Agreement, **Privacy and Confidentiality Policy**, and other rules and policies of Website are posted on our Website <https://www.schalipharma.com/documents/privacy-en.pdf>, and regulate use of Website, Services and Advice, Company’s software and products (hereinafter – System) by By entering System, User agrees with and had to follow present Terms. Use of Website, Services and Advice will be disabled, if User gives no consent to Terms.

- 2.2. User accepts and agrees that Company is empowered to modify terms and conditions any time by posting new terms and conditions on Website. By continuing use of System, User accepts and agrees with new Terms.
- 2.3. If Terms are posted or provided by Company in any other language than English, User agrees that translation from English serves for better understanding of rules for use of Services or Website only and English text of Terms prevails. User may and/or has to enter into other agreements for additional Service or purchase of products («Other agreements») to be provided by Company or affiliated entities.

3. **Subject of Agreement**

- 3.1. Company enables use of System by User in the way specified in **Article 7** of this Agreement and in any other way enabled by System for User in accordance with this Agreement.
- 3.2. Pursuant to this Agreement, User is empowered to use System within a certain time and on a certain area, where User may use System in fully.

4. **Scope of nonmedical cooperation**

- 4.1. Company's Products and statements on certain Company's Products are intended neither for the purpose of therapy, nor of medical advice, but for informational purposes only. User is recommended to consult attending medical doctor or healthcare specialist before using Company's products. Information posted by Company on Website, Product's label or package should not be considered as substitution of professional medical advice. On this Website, Company clearly warns User of self-healing and managing User's health condition without professional medical advice. Information posted by Company on Website is not comprehensive and is intended neither for characteristics, nor for treatment of every disease, disorder, condition etc. Company also warns User of neglecting and postponing medical advice, after User have read information posted on Website. User has to read carefully information on Product's label and package before using Product. Should User find any mismatch between information on product's label or package and posted specification, User should contact Company (or Company's regional representative) immediately and clarify product's data, dosage and use before using them.

5. **Online registration (Sign-up) in System**

- 5.1. Online registration in System and access to certain Services and Advices on Website are enabled once User has completed following steps:
 - 5.1.1. User filled in obligatory information in Cooperation enquiry or SCHALI® Personal Pharma Health Care Programme Application completely and in those forms that mostly corresponded with User's entity and interest, and online registration was completed successfully;
 - 5.1.2. User agreed with Privacy and Confidentiality Policy by tapping the arrow under «I accept Privacy and Confidentiality Policy»;
 - 5.1.3. User entered a correct verification code that System sent to User's mobile phone number given;
 - 5.1.4. User accepted online registration in System by tapping «Sign up» in the email that System automatically sent to User as confirmation.
- 5.2. User has to log in on Website to get access to Service and Advice. Company is empowered any time and without prior notice to restrict use of certain Service or Advice for User or to make use of certain Service or Advice for User conditional and subject to other Terms that Company may introduce from time to time.
- 5.3. Service and Advice (or any part of Service and Advice) may differ from region to region or from country to country and may also relate to type of User and terms of other agreements. Company provides no warranty that a certain Service or Advice or Service's or Advice's feature or function or upgrade to Service or Advice will be available to every User. Company is empowered to restrict, cancel or introduce different levels of access to and use of any Service and Advice (or any part of Service and Advice) for different Users.

- 5.4. Company may constitute, modify, update, and introduce any Terms as well as Company may suspend or terminate any Service or Advice (or any part of Service or Advice) any time and without prior notice.
- 5.5. Some Service and/or Advice may be provided by Company's affiliated entities, also on behalf of Company.

6. User's account

- 6.1. User has to sign up for getting access to or use of System. Unless otherwise agreed by Company, one User might sign up for one User's account only. Company is empowered to terminate or delete User's account, if Company reasonably suspects User of having signed up for or managing two or more User's accounts. Company is empowered to reject User's enquiry for online registration without explanation of reasons.
- 6.2. While signing up through Website, User obtains User's account, User's identification number and has to create User's password (all together to be referred to as User's account data).
- 6.3. Combination of User's identification number and password is unique and individual and is intended just for one User's account. Every User is held responsible for keeping User's identification number and password confidential and safe in respect of entire actions undertaken from User's account. User may not share with, transfer to or allow other persons to use User's identification number or password. User is obliged to notify Company immediately on any case of unauthorised use of User's password or account data or of any other violation of User's account safety (notice of violated confidentiality).
- 6.4. User agrees and accepts that Company may consider any actions undertaken from User's account (including, but not limited to, posting any information about Company or Products, entering into any other agreements or accepting rules, ordering and/or purchasing any Service, Advice and/or Products, sending emails through User's given email address or phone number) as allowed by User and done by User solely.
- 6.5. User realizes that unauthorised transfer of User's account data to other person(s) or disposal of User's account data by other users (multiple disposal) may harm Company and/or other User(s) of Website irreparably. User is obliged to hold Company and/or Company's affiliated entities, management, employees, agents and representatives unharmed of any loss and expenditures (including, but not limited to, lost profit and/or lost revenue) that may arise due to multiple disposal of User's account. User agrees and accepts that in case of multiple disposal of User's account or if due to User's fault, User's account data are known to other person(s), Company is held responsible for no loss that may arise due to such violation and is empowered to terminate or delete User's account without User's consent.

7. Use of System

- 7.1. System enables following functions to User:
 - 7.1.1. Purchasing retail or wholesale Products on Website and tracking history of orders, purchases and payments;
 - 7.1.2. Enjoying Company's loyalty programme, if User is signed up as Customer:
 - a) Earning bonus points for every User's purchase, with the exception of sets with presentation Products purchased under the SCHALI® Personal Pharma health programme;
 - b) To use the accumulated points for the purchase of Products on the Site by deducting them from the User's balance and using them as cash when placing an order for the Products (first purchased separately, and then for the Products in the set with presentation Products for the SCHALI® Personal Pharma health care program. Subsequent accrual of points will be charged to the residual order amount, i.e. the amount minus the points that were used as payment. The User can pay by points only when the order will receive the status "Completed";
 - c) Tracking history of purchases in terms of time, order, delivery, payment, earned bonus points, collected bonus points and spent bonus points in loyalty programme.
 - d) Enjoying other options provided in System.

- 7.1.3. Enjoying SCHALI® Personal Pharma Health Care Programme (hereinafter SCHALI® Personal Pharma) that enables:
- a) Making on-line appointments with Healthcare Specialists;
 - b) Enjoying Healthcare Specialist's advice in chat, video call etc.;
 - c) Making appointments with Healthcare Specialists of a partner medical institution;
 - d) Keeping online **Journal of lab tests results** and tracking history of User's health condition;
 - e) Receiving recommendation of Products;
 - f) Receiving regular reminders and notices on User's health condition throughout User's membership in SCHALI® Personal Pharma;
 - g) Enjoying other options provided in System.
- 7.1.4. Advising other Users of SCHALI® Personal Pharma Health Care Programme, if User is signed up as Healthcare Specialist and follows Terms and other conditions and other agreements that enable:
- a) Making appointments with Healthcare Specialist for User in **Health Control online office**.
 - b) Advising User in online chat;
 - c) Using Company's online archive for better advice in online and offline service, for use of Products in medical institutions in accordance with schemes of use and instructions for use;
 - d) Getting access to User's **Journal of lab tests results** for better advice in SCHALI® Personal Pharma;
 - e) Tracking history of your rewards for your active services and participation in **SCHALI® Personal Pharma** health care programme.
 - f) Enjoying other options provided in System.
- 7.2. User is not empowered to:
- 7.2.1. Circumvent technical restrictions set up in System;
 - 7.2.2. Copy System, System's interface or design;
 - 7.2.3. Modify System in any way;
 - 7.2.4. Perform any actions that may endanger operation and function of System;
 - 7.2.5. Transfer User's account data to another person (s).
- 7.3. User is obliged to use System carefully, follow local regulations and laws, personal law, rights and freedoms of third parties, ethical rules etc. User may apply neither techniques, nor tools that may endanger operation of System and that are not intended in common operation of System.

8. Purchase of goods

8.1. Select a product

- 8.1.1. By clicking on the product categories on this site, you can select the product line you want, including individual products. By clicking on each product, you will find its photo, article, description, price. To make a purchase, you need to pay the price indicated on the site.
- 8.1.2. Products are marked with illustrated photography. The accessories and decorative elements shown in the photographs are not part of the product, unless otherwise stated in the product description. Please note that we are not responsible for spelling errors or incorrect data!

8.2. Placing an item in the shopping cart

- 8.2.1. After selecting a product, click the Add to Cart button to add the desired number of products to the cart without creating a purchase or payment obligation as placing an item in the cart is not a purchase obligation.
- 8.2.2. If you add the selected product to your cart, a separate window will appear with the text "You have just added this product to your cart: Product photo and name." If you do

not want to select multiple products, click the Go to cart button to the right of the message. To continue choosing other products, click the "Continue shopping" button.

8.3. View Cart

8.3.1. Using this website, you can check the contents of your shopping cart at any time by clicking on the shopping cart icon in the upper right corner of the page. Here you can remove selected items from your cart or change the number of items.

8.3.2. If the selected product and its quantity correspond to your wishes, continue the purchase by clicking on the "Place an order" button.

8.4. Checkout

8.4.1. On the checkout page, you will see the final information about the order - a list of products, amount, delivery address. To change the delivery address, select field 1 and make the necessary changes.

8.4.2. By clicking the "Checkout" button, you will be redirected to the payment page for the goods.

8.5. Payment

8.5.1. On our website you can quickly and safely pay by credit card

8.5.2. In case of successful payment, you will be redirected back to the site

8.5.3. Payment is made in the currency determined by the Seller. The seller may suspend the transfer of the product until the seller is satisfied that the product and shipping costs have been successfully paid in full using electronic payment solutions. If the price of the Product has not been paid in full, the Seller may call the Buyer to complete the purchase price.

8.6. Order Processing

8.6.1. You have the opportunity to place an order at any time. The seller will confirm your order by e-mail no later than 2 working days after receiving the application.

8.6.2. In the user's personal account in the "Orders" tab, you can track the status of your order.

9. Delivery of goods

9.1. The seller, at his discretion, chooses the method of delivery of the goods to the buyer.

9.2. There is no shipping fee.

9.3. The total lead time is 14 days from the date of order confirmation.

9.4. Overseas sales

9.4.1. The seller makes no distinction between the use of the Site in Hungary and outside the European Union.

9.4.2. For purchases made outside Hungary, the provisions of these General Terms and Conditions also apply to a consumer who is a citizen or domiciled in a Member State, or an enterprise established in a Member State, within the meaning of this Regulation and within the European Union buys or uses goods and services.

9.4.3. Language of communication and purchase - Hungarian, English, Russian. The Seller is not obliged to communicate with the Buyer in the language of the Buyer's state.

9.4.4. Seller is not obligated to comply with or inform Buyer of any non-contractual requirements such as labeling requirements or industry requirements applicable to the Product in question in accordance with the national laws of the Buyer's country.

10. Return of goods

10.1. Information for consumers in accordance with the Government Decree No. 45/2014. (II. 26.)

Information about the consumer's right to refuse

Clause 3 of paragraph 1 of Article 8: 1. The Civil Code states that only individuals operating outside the sphere of their profession, self-employment or entrepreneurial activity qualify as consumers, therefore legal entities cannot exercise the right of refusal without justification!

In accordance with section 20 of the Government Decree No. 45/2014. (II. 26.) Consumers have

the right to refuse without giving reasons. The consumer can exercise the right of withdrawal:

A) (a) in the case of a product sales contract

aa) goods,

(ab) in the case of the sale of multiple products, if each product is delivered at a different time, within 14 days from the date of receipt of the last product delivered by the consumer or a third party other than the carrier specified by him. Nothing in this clause affects the consumer's right to exercise the right of withdrawal provided for in this clause between the date of the conclusion of the contract and the date of receipt of the product. If the consumer has made an offer to conclude a contract, he has the right to withdraw this offer before concluding the contract, which removes the obligation to make an offer regarding the conclusion of the contract. In case of a delay in sending the goods within 14 days due to the fault of the Seller directly.

10.2. If the consumer has withdrawn from the contract in accordance with section 22 of Government Ordinance 45/2014 (II.26.), The consumer will immediately return the goods to the Seller or a person authorized by the Seller, but no later than fourteen days from the date. exit notifications. The return is considered completed on time if the consumer dispatches the goods before the expiration date.

10.3. Returns cost:

10.3.1. The costs of returning the goods are borne by the consumer. The goods must be returned to the Seller's address. If the consumer terminates the contract for the provision of a service outside the Seller's office after the commencement of performance, he will have to pay the company a fee commensurate with the service rendered until the notice is sent.

10.4. Notice of cancellation, use of consumer's right of cancellation or cancellation

10.4.1. The consumer can exercise his right under Section 20 of Government Regulation 45/2014 (11.26.) By making an unambiguous statement or using a statement template that can be downloaded from the website

10.5. The term of the consumer's declaration of refusal

10.5.1. The right of withdrawal is deemed to have been exercised within the term if the consumer submits the declaration within the specified term. The term is 14 days.

10.5.2. The consumer must prove that he has exercised his right of withdrawal in accordance with this provision.

10.5.3. The seller is obliged to confirm the consumer's notice of withdrawal immediately after receiving it by electronic means, provided that he also guarantees the consumer the exercise of the right of withdrawal on his website

11. Obligations of the Seller in the event of consumer refusal

11.1. Seller's obligation to return money:

11.1.1. If the consumer withdraws from the contract in accordance with section 22 of the Government Ordinance 45/2014 (II.26.), The Seller, within fourteen days after he learns of the refusal and the actual return of the goods, will refund the full amount paid by the consumer as compensation minus transportation costs and insurance

11.1.2. In the event of proper cancellation or termination pursuant to section 22 of Government Ordinance 45/2014 (II.26.), The Seller refunds the amount to the Buyer using the same payment method that the Buyer used to pay the amount to the Seller. With the explicit consent of the consumer, the Seller can use another form of payment for refunds, but does not charge the consumer any additional commissions. The Seller is not responsible for any delay due to an incorrect and / or inaccurately entered bank account or mailing address by the Client.

11.1.3. The seller may withhold the refund until the consumer returns the product or proves unequivocally that it has been returned; the earlier of the two is taken into account. We do not accept cash on delivery or postage.

12. The right to refuse can not be exercised in the following cases

- 12.1.** The seller directly draws your attention to the fact that you cannot exercise your right of withdrawal in the cases listed in paragraph (1) of Article 29 of the Government Regulation 45/2014 (II.26.):
- 12.1.1.** (a) a contract for the provision of a service after the provision of the service as a whole, if the service provider began with the express prior consent of the consumer and the consumer has acknowledged that he will lose his right to refuse;
 - 12.1.2.** (b) a product or service for which the price or payment is independent of the business and may fluctuate even during the period provided for the exercise of the right of withdrawal;
 - 12.1.3.** (c) a product without factory assemblies that has been manufactured in accordance with the consumer's instructions or at the explicit request of the consumer, or that is clearly personalized for the consumer;
 - 12.1.4.** (d) perishable food or food with a short shelf life;
 - 12.1.5.** (e) a sealed product that cannot be returned after opening for health or hygiene reasons;
 - 12.1.6.** (f) a product that, by its nature, is inextricably linked with another product after its transfer;
 - 12.1.7.** (g) a business contract in which the business meets the customer at the explicit request of the customer for urgent repairs or maintenance;
 - 12.1.8.** (h) the sale or purchase of sealed audio or video recordings and computer software in cases where the consumer has opened the packaging after delivery;
 - 12.1.9.** (i) newspapers, magazines and periodicals other than subscription contracts;
 - 12.1.10.** (j) for contracts entered into at open auctions;
 - 12.1.11.** (k) digital content supplied in an intangible medium, if the business started with the explicit prior consent of the consumer, and at the same time the consumer has made a declaration that he will lose his right to opt out;

13. SCHALI® Personal Pharma

- 13.1.** Company enables User to use System for attending SCHALI® Personal Pharma Health Care Programme and getting access to following options:
- 13.1.1.** Healthcare Specialist will study User's Personal Profile (User's personal information, diagnosis, anamnesis etc.) and set up a list of necessary laboratory tests that User will have to undergo in any medical institution or laboratory and submit to User's attending medical doctor before starting SCHALI® Personal Pharma Health Care Programme. This list of necessary laboratory tests will be available to User in User's Personal Profile under «Journal of lab tests results». Once User has uploaded User's laboratory test results into Journal of lab tests results, SCHALI® Personal Pharma will compile User's personal health care programme. Then User has to order and purchase Products. User may use Journal of lab tests results throughout entire membership in SCHALI® Personal Pharma.
 - 13.1.2.** Healthcare Specialist will examine User's Personal Profile and Journal of lab tests results and compile a current course of personal health care programme for User, specifying type of Products, method of use, dosage of main and supporting products for best therapeutic results.
 - 13.1.3.** User's data uploaded into Journal of lab tests results are constantly monitored and controlled for deviations. In case of any deviation, System will notify User on necessity of urgent medical advice. User has to upload data of recent laboratory results regularly. System will send regular reminders and notices on necessary updates to Journal of lab tests results.
- 13.2.** To be able of using System in the way specified in c. 7.1 above, User has to agree and accept processing of User's personal information by Advice as set out in Article 10 below.

14. Personal information

- 14.1.** User agrees, that Company will process User's personal information that User has submitted during online registration in System and that User submits every time, when User uses System.
- 14.2.** User's personal information processing means systematization, collection, storage, clarification (upgrade, modification), retrieve, use, transfer (propagation, distribution, access), depersonalization, locking, removal, deletion and other disposal of User's personal information.
- 14.3.** User's personal information is processed for the purpose of and in accordance with **Privacy and Confidentiality Policy.**

15. General Terms for Users

- 15.1.** To be able to get free access to and use System, User has to agree with and follow all currently valid laws and regulations, governing use of System.
- 15.2.** User agrees to use System for User's private purposes only. User agrees not to:
 - a)** copy, replicate, download, repost, sell, propagate or resell any Service and Advice or any information, text, picture, graph, video, sound, direction, file, database or list etc. that are available on Website (content of Website);
 - b)** copy, replicate, download, collect or in any other way use content of Website for the purposes of business that may compete with Company's business or in any other way use content of Website for commercial purposes. Use of content or data of Website for any other purpose except of that specified in Terms is not allowed.
- 15.3.** User is obliged to read carefully Company's Privacy and Confidentiality Policy that regulates protection and use of User's personal information known to Company and Company's affiliated entities. **User agrees with Terms of Privacy and Confidentiality Policy and accepts use of User's personal information by Company in accordance with Privacy and Confidentiality Policy.**
- 15.4.** Company enables User's access to Content, Products and Services of Website. User is aware of duty to read Terms of use of Website and Privacy and Confidentiality Policy before using Website.
- 15.5.** User agrees not to practice actions that may endanger computer systems and Company's and/or other users' nets, and not to practice unauthorised access to these computer systems and/or nets.
- 15.6.** User agrees not to practice any actions that may endanger Company's feedback system, such as feedback by another User's identification number or by User's second identification number.

16. Obligations of User

- 16.1.** User represents, warrants and accepts that:
 - a)** User has powers and capacities necessary to conclude and perform this Agreement, give consent to and follow Terms;
 - b)** User will use System for personal purposes only;
 - c)** Address given by User during online registration is User's / User's enterprise registered address.
- 16.2.** User will provide true and full information on User, User's enterprise, business or products/services for the purpose of signing up or using any Service or Advice or User's account on Website.
- 16.3.** User will provide true and full information on User's health condition, diagnosis, anamnesis etc. requested in System throughout User's membership SCHALI® Personal Pharma Health Care Programme.
- 16.4.** User represents, warrants and accepts, that:
 - a)** Any information and data provided by User during online registration or every use of System is true, explicit, valid and full;

- b) User will regularly update and modify User's personal information and data to represent them always true, explicit, valid and full.
- 16.5.** User represents, warrants and accepts that User's Content (entire relevant information and data created by User) that User provides, uploads or displays will always conform to following requirements:
- a) is true, explicit, full and legal;
 - b) is not false, misleading or faked;
 - c) does not contain defamatory, libellous, threatening or harassing, obscene, unacceptable, assaulting, offensive, sexually explicit or harmful to minors information;
 - d) does not contain discriminating information or information that propagates race, gender, religion, nationality, disability, sexual orientation and age-related discrimination;
 - e) does not violate any applicable laws and regulations (including, but not limited to, those regulating export policy, consumer protection, fair competition or advertisement) or propagate any events that may violate any applicable laws and regulations;
 - f) does not contain direct or indirect links to other websites, which content may violate Terms.
- 16.6.** User represents, warrants and accepts that:
- a) User will not execute illegal actions on Website;
 - b) User will always act in conformity with Terms and other applicable agreements;
 - c) User will not use System for fraud in respect of any other person or enterprise;
 - d) User will not pretend to be another person or enterprise, falsify User's personality or affiliation to another person or enterprise;
 - e) User will not practice spam emailing or phishing;
 - f) User will not practice illegal actions (including, but not limited to, those that are qualified as crime or subject to civil liability etc.) or encourage any illegal actions;
 - g) User will not copy, replicate, arrogate or misappropriate Company's catalogues, database, lists etc.
 - h) User will not spread any computer viruses or other destroying software and codes that may damage, inhibit, intercept or misappropriate any software or system tools, data or personal information;
 - i) User will not participate in illegal schemes that may endanger data, System or nets used by Company and/or any User on Website or get unauthorised access to those data, System and nets;
 - j) User will not participate in events that may lead to legal responsibility of Company or Company's affiliated entities.
- 16.7.** User may use neither System, nor User's account for the purposes of any business that may be similar to that of Company's Website – ecommerce.
- 16.8.** User will provide any necessary information, data and confirmation, and assist and cooperate, where it is necessary for evaluation of violation of Terms and / or processing other User's claims by Company. If User fails to fulfil this requirement and that failure is resulted in delay, suspend or cancellation of Company's Service, Company is not obliged to prolong terms of that Service and is not held responsible for any loss or damage arisen out of such delay, suspend or cancellation.
- 16.9.** User is held responsible for violating laws and regulations (including laws of User's country of residence), pertaining use of System.

17. Responsibility

- 17.1.** Company is empowered to terminate, modify or decline any time any User's content that User has uploaded or displayed on Website, if Company reasonably supposes that that User's content is illegal, violating Terms, and may lead to legal responsibility of Company or Company's affiliated entities, or that is inappropriate to Company.
- 17.2.** If User breaks any Terms or if Company reasonably supposes that User breaks any Terms, then Company is empowered to take any measures appropriate to Company, including, but not limited to:

- a) suspend or delete User's account and any other accounts related to that User's account, as Company will decide solely;
- b) restrict, downgrade, suspend or terminate any Service or Advice, access to any Service or Advice, or current or future use of any Service or Advice for that User;
- c) delete User's content that User has posted, uploaded or displayed, or restrict number of other User's content that User has posted or displayed;
- d) restrict features of System available to User, as Company will decide solely;
- e) take other necessary measures of correction, influence or impose fines, as Company will decide solely.

17.3. User will be held responsible for violation of Terms in any of following cases:

- a) If third party raises complaint against User, if Company reasonably supposes that User intends to or does not fulfil General Terms of this Agreement or of other agreements;
- b) Company reasonably supposes that User uses or has used stolen credit cards or other false or misleading information for the purpose of any transaction with Company or third parties;
- c) Company reasonably supposes that any information provided by User is invalid, incomplete, false, or misleading;
- d) Company reasonably supposes that User's actions may cause loss or lead to financial responsibility of Company and/or Company's affiliated entities or other Users.

17.4. Company will cooperate with competent authorities, private detectives and/or injured parties in investigation of cases of crime or civil offence. Besides, Company may disclose User's personal information and contact data, if required by law, on demand of local authorities or of enforcement authorities or of injured parties or by summons or by court to do so. Company is not held responsible for loss that may arise out of or as outcome of such investigation. User is obliged not to undertake any actions or raise complaints against Company for such investigation.

17.5. User is obliged to hold Company, Company's affiliated entities, management, employees, agents and representatives unharmed of any loss, expenditures, claims and obligations (including, but not limited to, court and legal fees etc.) that may arise due to presentation, post, display of User's content or due to User's incorrect use of Website or Service, or Terms violated by User.

17.6. User agrees that Company will be not held responsible for any User's content or any other data posted by User on Website, including false, faked, misleading, incorrect, libellous, unauthorised or illegal data, and that solely User will be held responsible for any damage or legal consequences arisen out of such incorrect User's content. Company is empowered to take any measures to protect and control any User's transactions, and User has to cooperate with Company and to allow Company taking appropriate measures.

17.7. Company is not held responsible for Medical Institution's or Healthcare Specialist's or any third parties' failure to perform or for incorrect performance of obligations towards User or any other person defined by User. Company is not held responsible for quality of their advice. Should User wish to claim on quality of advice rendered by Medical Institution, Healthcare Specialist or any third party, User should raise complaints against those institutions directly.

17.8. To be able of using System properly, User has to operate a communication device (PC or mobile phone or similar) that is capable of internet connection. User has to arrange an operable communication device (PC or mobile phone or similar) and availability of internet connection on User's communication device.

17.8.1. Company provides no warranty that System conforms to User's device characteristics, that access to System is fast, continuous, smooth, safe and uninterrupted.

17.8.2. System and software are provided "as is". Use of System is at User's risk only. No service and no internet providers, which nets are used to enter System, no Company's affiliated entities, no agents provide any warranty in respect of System.

17.8.3. Hard- and software mistakes that may disable User's access to System shall be considered as Force majeure and shall release Company of any responsibility for failure of Service in sense of this Agreement.

17.9. Settlement of disputes

The consumer can transmit the complaint to the Company orally or in writing. A complaint may relate to conduct, actions, or omissions by a company or person acting on behalf of or in the best interests of a consumer goods business that is directly related to the distribution or sale of goods.

17.10. Oral complaints should be promptly investigated by the company and, if necessary, resolved. If the consumer is not satisfied with the handling of the complaint or an immediate investigation of the complaint is not possible, the business must immediately register the complaint and send a copy to the consumer on site. In the case of an oral complaint by telephone or in the case of another electronic communications service, the protocol must be sent to the consumer together with a substantive response in accordance with the rules governing the response to a written complaint, no later than 30 days. Otherwise, written complaints are considered as follows, unless otherwise provided by the directly applicable legal acts of the European Union, the Company must respond in writing within thirty days from the receipt of the written complaint and take action on its written communication. A shorter period may be established by law and a longer period may be established by law. If the Company rejects the complaint, it is necessary to provide a reasoned explanation. The company must provide a unique identification number for verbal complaints filed by telephone or electronic communication services.

The complaint protocol must contain:

- A) The name and address of the consumer;
- B) Place, time and method of filing a complaint;
- C) A detailed description of the consumer complaint, a list of documents and other evidence submitted by the consumer;
- D) A statement of the company about its position on the consumer complaint, where the complaint can be promptly investigated;
- E) Signature of the person preparing the report, excluding oral communication by telephone or other electronic communications service of the consumer;
- F) Place and date of recording;
- G) In the case of an oral complaint by telephone or other electronic communication service - a unique identifier of the complaint;

17.11. The company must keep a record of the complaint and a copy of the response within five years and provide it to the regulatory authorities upon request.

17.12. If the complaint is rejected, the company must inform the consumer in writing of which authority or arbitration body the consumer can apply (depending on the nature of the complaint) to initiate proceedings. The information should also include the location, telephone and Internet contact details, and the mailing address of the competent authority or reconciliation body in which the consumer resides or domiciles. The information should also include whether the business is using arbitration to resolve a consumer dispute.

17.13. In the event that any consumer dispute between the Seller and the consumer is not resolved during negotiations, the following remedies are available to the consumer:

A) Complaint to consumer protection authorities. If a consumer discovers a violation of his consumer rights, he has the right to lodge a complaint with the consumer protection authority at his place of residence. Having considered the complaint, the authority will decide on the procedure for protecting consumer rights. The first level consumer protection obligations are carried out by the district offices at the consumer's place of residence, a list of which can be found at:

<http://jarasinfo.gov.hu>

B) Judicial proceedings. The customer has the right to bring an action in court to secure a consumer's claim in civil proceedings in accordance with Act V of 2013 of the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Please be advised that you can file a consumer complaint against us. If your consumer complaint is rejected, you also have the right to apply to the arbitration body competent for your place of

residence or place of residence: the initiation of the arbitration body procedure is the subject of a direct attempt by the consumer to resolve the dispute with the business concerned. At the request of the consumer, the procedure is replaced by the conciliation body indicated in the consumer's request, instead of the competent authority.

The company is obliged to cooperate in the conciliation procedure.

This includes the obligation of the companies to respond to the invitation of the conciliation body and the obligation to appear before the conciliation body ("ensuring the presence of the person authorized to participate in the hearing").

If the establishment or seat of the establishment is not registered in the district in which the Chamber with the territorially competent conciliation body is located, the undertaking's obligation to cooperate should include an offer of the possibility of a written settlement in accordance with the requirements of the consumer.

In the event of a breach of the duty to cooperate, the consumer protection authority has jurisdiction over which, as a result of changes in legislation, mandatory fines are imposed on businesses with unlawful conduct. You can't resist fines. In addition to the Consumer Protection Law, the corresponding provision of the Small and Medium Enterprises Law has also been amended to avoid a fine for small and medium enterprises.

For small and medium-sized enterprises, the fine can range from HUF 15,000 to HUF 500,000, while for large and medium-sized enterprises subject to the Accounting Act with annual net sales exceeding HUF 100 million, the fine can be up to 5.% of the company's annual net proceeds with a maximum fine of HUF 500 million. By imposing a mandatory fine, the legislator seeks to emphasize the obligation to cooperate with the conciliation authorities and to ensure the active participation of businesses in conciliation procedures.

The jurisdiction of the conciliation body includes the out-of-court settlement of consumer disputes. The task of the conciliation body is to try to reach a settlement between the parties with a view to resolving consumer disputes, otherwise it will make a decision on the matter in order to ensure that consumer demands are complied with in a simple, quick, effective and cost-effective manner. right. At the request of a consumer or an enterprise, the conciliation body advises on the rights and obligations of the consumer.

Proceedings in the case of the conciliation body are initiated at the request of the consumer. The request must be sent in writing to the chairman of the conciliation commission: the requirement in writing can be fulfilled by letter, telegram, telegraph or telefax or in any other way that allows the recipient to save the data addressed to him for an appropriate period of time and display the stored data unchanged and in content.

The application must include:

- A) consumer's name, place of residence or place of residence
- B) the name, registered office or location of the enterprises involved in the consumer dispute;
- B) the body requested by the consumer instead of the competent conciliation body, if applicable;
- D) a brief description of the consumer's position, confirming its facts and evidence;
- E) the consumer's statement that he directly tried to resolve the dispute with the interested enterprise;
- F) consumer's statement that no other conciliation body has taken any action on the matter, no mediation has been initiated, no claims have been made, or no claims for payment have been made;
- G) a petition for a decision of the Management Board;
- H) Signature of the consumer.

The application must be accompanied by a document or a copy (extract) of the document, the content of which the consumer refers to the evidence, in particular, a written statement of the enterprise rejecting the complaint, or, otherwise, any other written evidence available to the consumer to prove that it was taken an attempt at reconciliation.

If the consumer acts through an agent, a power of attorney is attached to the application.

More detailed information on conciliation commissions is available on the website:

<http://www.bekeltetes.hu>

More information on regional competent arbitration bodies can be found here:

<https://bekeltetes.hu/index.php?id=testuletek>

- 17.14. Online dispute resolution.** The European Commission has set up a website where consumers can register to resolve online shopping disputes by filling out an application, avoiding litigation, so consumers can claim their rights, for example, without physically contacting the seller. If you want to make a complaint about a product or service purchased online and you don't have to go to court, you can use the online dispute resolution tool.

An online dispute resolution platform is available at:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

18. Modifications to Terms of Agreement

- 18.1.** Company is empowered to modify Terms of this Agreement unilaterally. New edition of this Agreement may be posted in System or sent to User, as specified in c. 16.2 below.
- 18.2.** User is obliged to read carefully every new edition of Agreement. By continuing use of System, User agrees with Terms of a new edition of Agreement. Should User disagree with Terms of a new edition of Agreement, User should first terminate Agreement by sending a notice of termination to Company, once User had logged in and before User started to use System functions.

19. Miscellaneous

- 19.1.** The Parties agree to use email messages for communication throughout performance (modification, supplementation, termination) of this Agreement.
- 19.2.** The Parties agree that all notices, messages, agreements, documents and letters sent to the Parties' registered email addresses are considered as signed and sent by authorised persons of the Parties. User accepts that all actions done with use of User's personal information and User's account data (including notices, messages etc. and other actions enabled in System) will be considered as done by User only.
- 19.3.** Registered email addresses of the Parties:
- 19.3.1.** Company's email: support@schalipharma.com;
- 19.3.2.** User's email: email address given by User during online registration in System.
- 19.4.** The Parties are obliged to keep confidentiality of entire data and information necessary for access to registered email addresses. No confidential information on email addresses may be disclosed to third parties. The Parties will define measures to protect such confidential information from disclosure. If registered email addresses of the Parties are used for correspondence, all actions and documents done and sent from such one Party's registered email address to another Party, even in case of unauthorised access to the registered email address, shall be considered as done and sent by the Party, until another Party has received a notice of violated confidentiality (unauthorised access). If no notice of violated confidentiality (unauthorised access) follows, sending Party will be held responsible for all the data sent from Party's registered email address and their consequences.
- 19.5.** User is obliged to keep confidentiality of User's account data, do not disclose and do not transfer them to third parties. User shall define measures to protect User's confidential information. All actions and messages sent, posted or uploaded from User's Personal Profile should be considered as sent by User solely, until User notified Company on violated confidentiality in case of unauthorised access to User's Personal Profile.
- 19.6.** If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the reminder of this Agreement shall still apply.
- 19.7.** In matters not regulated by this Agreement, the Law of Hungary shall be applied.
- 19.8.** User confirms to have carefully read all provisions of this Agreement, clearly understands and accepts this Agreement.