

General Terms and Conditions

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1. Effective from 1 January 2024

Please read this document carefully before making a purchase on <https://tickless.com/en/> (hereinafter the "Online Store"). By completing a purchase or placing an order, you accept the provisions of these General Terms and Conditions (hereinafter the "Terms and Conditions").

Legal notice – Operator details

Name: ProtectOne Korlátolt Felelősségű Társaság

Registered office: H-1021 Budapest, Völgy u. 5/A.

Postal address: H-1021 Budapest, Völgy u. 5/A.

Registration authority: Company Registry Court of the Budapest-Capital Regional Court

Company registration number: 01-09-944010

Tax number: 22797933-2-41

Email: info@protectone.com

Website: <https://tickless.com/>

Hosting provider details:

Name: Websupport Magyarország Kft.

Registered office: 1119 Budapest, Fehérvári út 97-99.

Company registration number: Cg. 01-09-381419

Tax number: 125138205-2-43

Email: info@tarhelypark.hu

Website: <https://tarhelypark.hu/>

Introductory provisions

1. These Terms and Conditions set out the general terms governing the use of the Online Store operated by ProtectOne Korlátolt Felelősségű Társaság (registered office: H-1021 Budapest, Völgy u. 5/A.; company registration number: 01-09-944010, maintained by the Company Registry Court of the Budapest-Capital Regional Court; tax number: 22797933-2-41; email: info@protectone.com), as service provider (hereinafter the "Service Provider").
2. A Customer may place an order in the Online Store operated by the Service Provider only after reading these Terms and Conditions and accepting their provisions as binding. By visiting the Online Store, the Customer accepts the provisions of these Terms and Conditions made available by the Service Provider and acknowledges that they are binding. **Customer** means a consumer.
3. The Service Provider sells its products through the Online Store in accordance with these Terms and Conditions. By visiting the Online Store and submitting a valid order, the Customer accepts these Terms and Conditions as binding.
4. These Terms and Conditions apply to every contract concluded between the Service Provider and the Customer through the Online Store. Unless otherwise provided, they also apply to all offers, deliveries and services of the Service Provider.
5. By submitting an order through the Online Store, the Customer expressly consents to the Service Provider using the email address provided during registration for the purpose of concluding the contract. The Customer's order takes effect only if the Service Provider confirms it at the email address provided.
6. By reading and accepting these Terms and Conditions, the Customer acknowledges that different offers and promotions cannot be combined.
7. Please note in particular that the product keeps parasites away with 94% effectiveness. Accordingly, the Service Provider excludes liability if the product's user (a dog or cat) contracts any disease as a result of a tick or flea bite; the resulting veterinary expenses cannot be charged to the Service Provider.

Subject of the contract and purchasing process

1. The subject of a contract concluded in the Online Store is the products offered there by the Service Provider. On making their first purchase, the Customer must provide the information required for the purchase: their full name (surname and given name), email address, shipping and billing addresses, and telephone number. Creating a registered user account is not required to make a purchase.
2. The Customer is responsible for entering accurate information, as the ordered product will be invoiced and delivered on the basis of the information provided. By placing an order, the Customer acknowledges that the Service Provider excludes liability for performance based on inaccurate information entered by the Customer.
3. The prices shown in the Online Store are gross prices and include the applicable VAT. The final purchase price of a product includes VAT, calculated at the rate prescribed by the laws in force on the date the invoice is issued. The displayed prices do not include shipping costs. The invoice for the purchase is sent electronically to the contact address provided by the Customer. The Service Provider reserves the right to change the price of products available for order in the Online Store; a change takes effect when it appears on the website. A change will not adversely affect the purchase price of a product already ordered and confirmed by the Service Provider.
4. The Service Provider retains title to the product until the purchase price has been paid. The product remains the property of the Service Provider until payment of the purchase price. Under the government decree on the detailed rules for contracts between consumers and businesses, a contract concluded through the Online Store qualifies as a distance contract.
5. Products in the Online Store are arranged in categories. By clicking on a product category, the Customer can select the desired product range and then individual products within it. Clicking on a product displays its photograph, item number, description and price.
6. After selecting a product, the Customer may click the "Add to Cart" button to place any number of products in the cart. This creates no obligation to purchase or pay, as placing a product in the cart does not constitute an offer.
7. While using the Online Store, the Customer can check the contents of the cart at any time by clicking the "View Cart" icon at the top of the website. Products can be removed from the cart and their quantities changed there.
8. If the Customer does not wish to select and add further products, they can continue the purchase by clicking the "Cart" button. The cart contents and the total price payable for the selected products will then appear. The Customer must then enter the required details, including the delivery method, payment method and contact information.
9. Once the Customer has checked that the cart contains the products they intend to order and that all information is correct, clicking the "Submit Order" button constitutes an express acknowledgement that they have made an offer and that, if the

Service Provider confirms it in accordance with these Terms and Conditions, their declaration entails an obligation to pay.

10. The Customer may place an order at any time. The Service Provider will confirm the order by email no later than **3** working days after its submission.
11. The purchase price of ordered products may be paid online. Cash on delivery is also available exclusively for orders placed and delivered within Hungary. The surcharge for cash on delivery is HUF 490.
12. For online payment, the Customer may choose between Stripe and PayPal. During payment, the Customer is redirected to the payment page of the financial service provider. Payment therefore takes place directly on a page operated by that provider, in accordance with the rules and security requirements of international financial service providers and card companies, rather than on the Online Store's website. The Service Provider has no access to, and cannot view, the details of the Customer's PayPal virtual account, bank card or associated bank account, including account or card numbers and expiry dates.
13. The Customer acknowledges that the following personal data stored by the Service Provider in its customer database is transferred to the financial service provider acting as a data processor: email address, billing name, billing address and total order value. The nature and purpose of the processing performed by the data processor are described in the Stripe and PayPal privacy notices available at the following links: <https://stripe.com/en-hu/privacy>; <https://www.paypal.com/myaccount/privacy/privacyhub>.
14. To pay by bank card, the Customer needs the following information:
 1. Card number (the number embossed or printed on the front of the card)
 2. Expiry date (the date embossed or printed on the front of the card in MM/YY format)
 3. Security code (the last three digits of the number on the signature panel on the back of the card)
15. The Customer may pay in the Online Store with the following card types:
 1. VISA
 2. MasterCard
 3. Discover
 4. JCB
 5. American Express

Delivery methods

1. The delivery method available for both domestic and international orders is courier service. Detailed information on delivery charges is available at <https://tickless.com/en/shipping-information/>.
2. Shipments are delivered by GLS courier service or by post (MPL).
3. Delivery time is 5 working days from confirmation of the order for products in stock and 10 working days if a product is not in stock. The Customer must therefore provide an address where they can receive the product at the agreed time. The Service Provider's customer service team will inform the Customer by email of the expected delivery time in every case.
4. If the delivery deadline cannot be met for any reason, the Service Provider will inform the Customer by email. The Customer may not make any claim for damages against the Service Provider arising from a delivery delay.
5. If the carrier cannot deliver the product for any reason—for example, because the address provided is incorrect or inaccurate, the Customer or recipient is absent at delivery, or the delivery charge is unpaid—or if the Customer does not or cannot accept the product, including where they cite even a minor defect, the carrier may return it to the Service Provider after leaving a notice. The Service Provider and the Customer will then agree on a new delivery date by email. The Customer will in every case bear the cost of redelivery where the first delivery failed for a reason attributable to the Customer or arising within the Customer's sphere of responsibility.
6. On delivery, the Customer must inspect the package and its contents. If the Customer notices damage to the product, they must notify the carrier and have the carrier draw up a report recording the damage. If the Customer fails to do so, the Service Provider will not accept a subsequent complaint concerning damage to the product.

Special provisions applicable to consumers

Consumer's right of withdrawal

1. The consumer has the right to withdraw from the purchase without conditions or giving reasons within 14 calendar days of receiving the ordered product. The consumer may notify the Service Provider of their intention to withdraw by email no later than the final day of that period.
2. The Service Provider will promptly acknowledge receipt of the consumer's withdrawal notice by email.
3. The consumer may exercise the right of withdrawal:
 1. in the case of a contract for the sale of a product,
 2. in respect of the product, or
 3. where several products are sold and delivered at different times, in respect of the last product delivered,

within the period calculated from the day on which the consumer, or a third party designated by the consumer other than the carrier, receives the product.

1. The above does not affect the consumer's right to withdraw between the date the contract is concluded and the date the product is received. If the consumer made the offer to conclude the contract, the consumer has the right to withdraw that offer before the contract is concluded, thereby ending their obligation to remain bound by it.
2. In the event of withdrawal, the Service Provider must refund the purchase price paid for the product, including delivery and packaging costs, no later than 14 calendar days after the withdrawal and the return of the product. The Service Provider will make the refund using the same payment method the consumer used. With the consumer's express consent, the Service Provider may use another payment method, provided the consumer incurs no additional charge as a result. The Service Provider is not liable for delays caused by an incorrect or inaccurate bank account number or postal address provided by the consumer. If the right of withdrawal is exercised, the consumer must arrange and pay for the return of the product. The Service Provider does not undertake to bear return shipping costs.
3. The consumer is responsible for any reduction in the product's value resulting from use beyond what is necessary to establish its nature, characteristics and functioning, from damage, or from use contrary to its intended purpose. The Service Provider may deduct the reduction in value from the price to be refunded to the consumer and may set off an amount proportionate to that reduction against the refund for the product subject to withdrawal. The Service Provider will have the returned product inspected to assess its general condition, with particular attention to how long it has been used. The reduction in value will be determined on the basis of the nature and purchase price of the product and the extent of wear resulting from the use described above.
4. The Service Provider expressly draws the consumer's attention to the fact that the right of withdrawal cannot be exercised in the cases specified in Section 29(1) of Government Decree 45/2014 (II.26.).

Consumer rights concerning statutory liability for defects and warranties:

Statutory liability for defects (kellékszavatosság):

1. If the Service Provider performs defectively, the consumer may assert a claim against the Service Provider under the rules of the Hungarian Civil Code governing statutory liability for defects.

2. At the consumer's choice, they may request repair or replacement, unless the remedy chosen is impossible or would involve disproportionate additional costs for the business compared with another remedy. If the consumer has not requested, or could not request, repair or replacement, they may request a proportionate reduction in the price or, as a last resort, withdraw from the contract. The consumer may switch from one chosen remedy to another but must bear the cost of doing so unless the switch was justified or the Service Provider gave cause for it.
3. The consumer must notify the Service Provider of a defect without delay after discovering it. A defect reported within two months of discovery is deemed to have been reported without delay.
4. The consumer may assert statutory claims for defects that already existed when the product was delivered within a limitation period of 2 years from receipt. After the two-year limitation period, the consumer can no longer assert these rights.
5. Any part of the repair period during which the consumer cannot use the product as intended does not count towards the limitation period.
6. The limitation period for a statutory claim concerning a part of the product affected by replacement or repair starts again. This rule also applies if a new defect arises as a consequence of the repair.
7. The consumer may assert a statutory claim for defects against the Service Provider.

Product liability for defects (termékszavatosság):

1. If a product is defective, the Customer may choose to assert either a statutory claim against the seller for defects or a product liability claim.
2. Under a product liability claim, the consumer may request only the repair of the defective product or, if repair is not possible within a reasonable time without prejudice to the consumer's interests, its replacement.
3. A product is defective if it does not meet the quality requirements in force when it was placed on the market or does not have the characteristics stated in the manufacturer's description.
4. The consumer may assert a product liability claim within two years of the product being placed on the market by the manufacturer. Once that period has elapsed, the consumer loses this right. The consumer must notify the manufacturer of the defect without delay after discovering it. A defect reported within two months of discovery is deemed to have been reported without delay. The consumer is liable for damage resulting from a delay in notification. The consumer may assert a product liability claim against the product's manufacturer or distributor.
5. The manufacturer (distributor) is exempt from its product liability obligations only if it can prove at least one of the following:
 1. it did not manufacture or place the product on the market in the course of its business activities; or
 2. the defect could not have been identified at the time the product was placed on the market according to the state of scientific and technical knowledge; or
 3. the defect resulted from compliance with legislation or a mandatory official requirement.
6. The consumer may assert a statutory claim against the business and a product liability claim against the manufacturer for the same defect at the same time. If a product liability claim is successfully enforced, the consumer may subsequently assert a statutory claim relating to the replacement product or the repaired part of the product only against the manufacturer.
7. The Service Provider draws attention to the fact that product liability claims follow the rules set out in the Hungarian Civil Code. Accordingly, if the Consumer purchased the product from a reseller or distributor, the Consumer may withdraw from the contract and seek a refund of the purchase price from that reseller or distributor under a statutory claim for defects. In that case—that is, where the Consumer purchased the product from a reseller—the Consumer may contact the Service Provider only to assert a product liability claim, which does not entitle the Consumer to reclaim the purchase price from the Service Provider. The Consumer acknowledges understanding this information, which is fully consistent with the provisions of the Hungarian Civil Code.

Warranty (jótállás)

1. The warranty conditions prescribed by applicable law apply to products available in the Online Store. In the event of defective performance, the Service Provider is obliged to provide a warranty in accordance with Government Decree 151/2003 (IX.22.) on the mandatory warranty for certain durable consumer goods and the rules of the Hungarian Civil Code.
2. The warranty period is:
 1. a) two years where the selling price is at least HUF 10,000 but does not exceed HUF 250,000;
 2. b) three years where the selling price exceeds HUF 250,000.

For products with a value below HUF 10,000, the Service Provider provides a six-month warranty beginning on the day the product is handed over to the consumer.

1. The decree applies only to new products sold under consumer contracts concluded in Hungary.
2. The consumer may exercise warranty rights using the warranty certificate provided to them. An incorrectly issued warranty certificate, or failure to provide one, does not affect the validity of the warranty. If no warranty certificate has been provided, conclusion of the contract must be regarded as proven if the consumer presents proof of payment. Returning the opened packaging of the consumer product is not a condition for fulfilling a warranty claim. A defect is not covered by the warranty if its cause arose after the product was handed over to the consumer, including where the defect was caused by:
 1. improper installation, unless the installation was performed by the Service Provider or its agent, or the improper installation resulted from an error in the user instructions;
 2. damage to, or illegibility of, the serial number or unique identification labels;
 3. use contrary to the product's intended purpose or failure to follow the user instructions;
 4. improper storage, improper handling or damage; or
 5. elemental damage or a natural disaster.
3. In the event of a defect covered by the warranty, the consumer:
 1. may, in the first instance, request repair or replacement at their choice, unless the chosen remedy is impossible or would impose disproportionate additional costs on the Service Provider compared with the other remedy, taking into account the product's value in faultless condition, the seriousness of the breach of contract and the inconvenience caused to the consumer by fulfilling the warranty claim;
 2. may request a proportionate reduction in the purchase price if the Service Provider has not undertaken repair or replacement, cannot fulfil that obligation within a reasonable time while safeguarding the consumer's interests, or the consumer no longer has an interest in repair or replacement.
4. The consumer may assert a statutory claim for defects and a warranty claim, or a product liability claim and a warranty claim, simultaneously for the same defect. If the consumer has successfully enforced a claim arising from defective performance for a particular defect—for example, the business has replaced the product—they may not seek a further remedy for the same defect on another legal basis.

Complaint handling

1. The Service Provider aims to fulfil every order to an appropriate standard of quality and to the Customer's complete satisfaction. If the consumer nevertheless has a complaint concerning the Service Provider's performance, they may submit it by telephone using the number shown on the Service Provider's website, by email or by post.

2. The Service Provider will examine a verbal complaint immediately and remedy it where necessary. If the consumer disagrees with how the complaint is handled, or the complaint cannot be examined immediately, the Service Provider must promptly draw up a record of the complaint and its position on it. Where a verbal complaint is made by telephone or another electronic communications service, a copy of the record must be sent to the consumer together with the substantive response no later than thirty days afterwards.
3. The Service Provider will give a substantive written response to a written complaint within 30 days in a verifiable manner and arrange for its delivery. If the Service Provider rejects the Consumer's complaint, it must give reasons. The Service Provider will retain the complaint record and a copy of its response for 3 years and present them to supervisory authorities on request.
4. If a complaint is rejected, the consumer may initiate proceedings before an authority (the government office acts as the general consumer protection authority) or a conciliation board.

Contact details for the body acting as the general consumer protection authority are available at:

<https://kormanyhivatalok.hu/elerhetosegek>

Conciliation board contact details:

1. Baranya County Conciliation Board

Address: 7625 Pécs, Majorossy Imre u. 36.

Telephone: (72) 507-154; (20) 283-3422

Chair: Dr. Gőbölös Réka

Website: www.baranyabekeltetes.hu

Email: info@baranyabekeltetes.hu; kerelem@baranyabekeltetes.hu

2. Borsod-Abaúj-Zemplén County Conciliation Board

Address: 3525 Miskolc, Szentpáli u. 1.

Postal address: 3501 Miskolc, Pf. 376.

Telephone: (46) 501-090

Chair: Dr. Tulipán Péter

Website: www.bekeltetes.borsodmegye.hu

Email: bekeltetes@bokik.hu

3. Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99.

Postal address: 1253 Budapest, Pf. 10.

Telephone: (1) 488-2131

Chair: Dr. Inzelt Éva Veronika

Website: www.bekeltet.bkik.hu

Email: bekelteto.testulet@bkik.hu

4. Csongrád-Csanád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8-12.

Telephone: (62) 554-250, extension 118

Chair: Dr. Horváth Péter Károly

Website: www.bekeltetes-csongrad.hu

Email: bekelteto.testulet@csmkik.hu

5. Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.

Telephone: (22) 510-310

Chair: Dr. Csapó Csilla

Website: www.bekeltetesfejer.hu

Email: bekeltetes@fmkik.hu

6. Győr-Moson-Sopron County Conciliation Board

Address: 9021 Győr, Szent István út 10/A.

Telephone: (96) 520-217

Chair: Dr. Bagoly Beáta

Website: www.bekeltetesgyor.hu/hu; www.gymsmkik.hu/bekelteto

Email: bekeltetotestulet@gymskik.hu

7. Hajdú-Bihar County Conciliation Board

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Telephone: (52) 500-710; (52) 500-745

Chair: Dr. Hajnal Zsolt

Website: www.hbmbekeltetes.hu

Email: bekelteto@hbkik.hu

8. Pest County Conciliation Board

Address: 1055 Budapest, Balassi Bálint utca 25., 4th floor, door 2.

Postal address: 1364 Budapest, Pf. 81.

Telephone: (1) 792-7881

Chair: Dr. Nadrai Géza

Website: www.panaszrendezes.hu; www.pestmegyeibekelteto.hu

Email: pmbekelteto@pmkik.hu

Miscellaneous provisions

1. A contract concluded through the Online Store does not qualify as a contract made in writing. The Service Provider does not file contracts; consequently, they cannot be accessed or viewed later. The Service Provider does not submit to the provisions of any code of conduct.
2. The <https://tickless.com> website and Online Store operated by the Service Provider function under Hungarian law. Accordingly, all transactions concluded in the Online Store are governed by the laws of Hungary in force at the relevant time.
3. Information provided on the website or in the Online Store's price lists, descriptions, stock information, images, drawings and other documents concerning a product's size, weight, price, colour and other characteristics is for information purposes only. The Service Provider reserves the right to make technical improvements to products or discontinue them.
4. Despite the greatest care, a technical error may result in incorrect information in a product description in the Online Store or in the display of an incorrect price, including one that differs significantly from the actual market price. The Service Provider accepts no liability for typographical errors or for any Customer claim for damages based on incorrect information or prices.
5. The Service Provider accepts no liability for errors made by the Customer when placing an order, for orders that cannot be fulfilled because of the quality or absence of internet service, or for orders that cannot be fulfilled because emails are lost for technical reasons at the email service provider. Neither party may be held liable for failure to fulfil contractual obligations where that failure results wholly or partly from force majeure.
6. The Service Provider may amend these Terms and Conditions unilaterally at any time by publishing the amendment on <https://tickless.com/en/>. Following their effective date, the amended provisions become effective in relation to the Customer upon the Customer's first subsequent use of the website or Online Store and apply to orders placed after the amendment.
7. Technical information required to use the Online Store that is not included in these Terms and Conditions is provided in other information available at <https://tickless.com/en/>.
8. Content displayed on <https://tickless.com/en/> and in the Online Store, including but not limited to products, descriptions, images and data, is protected by copyright.
9. The Online Store's policy on the processing of personal data forms part of these Terms and Conditions and is available at <https://tickless.com/en/data-protection/>. The Online Store uses cookies; information about cookies is provided through the Online Store's cookie management tool.
10. The invalidity of any provision of these Terms and Conditions does not affect the validity of the remaining provisions. The parties must replace an invalid provision with one that comes closest to fulfilling the purpose of the original provision.