

TERMS OF SERVICE AND CONDITIONS

For an EU-based Shopify Webshop Selling to Customers in Hungary
Template document - English version

Last updated: 29.05.2026

Seller: Drive Cloud SL

1. Merchant information

These Terms of Service and Conditions (“Terms”) apply to purchases made through shop.driverstimes.com

Required merchant information	Details to complete
Seller / merchant legal name	Drive Cloud SL
Registered office / seat	Camí Vell de Lluçmajor 112 07007 Palma de Mallorca
Company registration number	PM-102683
VAT / EU VAT number	ESB21638127
Trade register / registration authority	Registro Mercantil de PALMA DE MALLORCA
Email address	shop@driverstimes.com
Hosting / webshop platform	Shopify: Shopify International Limited / Shopify group entity as applicable to the merchant account
Payment service providers	PayPal

2. Scope and acceptance of these Terms

By accessing the Webshop, creating an account, placing an order, or otherwise purchasing products from us, you agree to these Terms, together with any policies expressly referenced in them, including our Privacy Policy, Cookie Policy, Return/Withdrawal Policy, and Shipping Policy.

If you do not agree to these Terms, you must not place an order or use the Webshop for purchasing products.

These Terms apply to both consumers and business customers unless expressly stated otherwise. Some statutory rights, including the 14-day right of withdrawal and certain Hungarian consumer warranty rules, apply only to consumers and, where applicable under Hungarian law, to other protected purchasers.

For the purposes of these Terms, a “consumer” means a natural person acting outside their trade, business, craft, or profession. A “business customer” means a person or entity acting for business or professional purposes.

3. Products and product information

We sell Clothing and similar merchandise material through the webshop. Product descriptions, images, prices, availability, delivery estimates, compatibility information, and other product details are displayed on the relevant product pages.

We make reasonable efforts to ensure that product information is accurate, complete, and up to date. Minor differences may occur between product images and the delivered product, for example due to screen settings, lighting, packaging updates, or supplier changes, provided that such differences do not materially affect the product’s main characteristics or statutory conformity.

Before placing an order, the customer is responsible for checking that the selected product, quantity, size, colour, variant, delivery address, and billing information are correct.

If a product is subject to age restrictions, safety warnings, installation requirements, compatibility limitations, or other special legal or technical conditions, these will be indicated on the product page or during checkout where applicable.

4. Account registration and customer responsibilities

Customers may be able to purchase as guests or create a customer account, depending on the Webshop configuration. Customers are responsible for keeping account login credentials confidential and for ensuring that account information is accurate.

You must not use the Webshop for unlawful purposes, interfere with the operation or security of the Webshop, attempt unauthorised access to systems or accounts, submit false information, infringe third-party rights, or misuse discounts, returns, chargebacks, reviews, or promotional offers.

We may suspend or restrict access to an account where reasonably necessary to protect the Webshop, customers, payment systems, or legal compliance. This does not limit statutory consumer rights in relation to completed purchases.

5. Ordering process and contract formation

The ordering process generally consists of selecting products, adding them to the cart, reviewing the cart, entering delivery and billing details, selecting shipping and payment methods, accepting these Terms, and submitting the order through the Shopify checkout.

Before submitting the order, the customer can review and correct input errors in the cart and checkout interface.

The customer's submission of an order is an offer to purchase the selected products. The sales contract is formed when we send an order confirmation or otherwise expressly accept the order, unless mandatory law requires a different interpretation.

An automatic technical acknowledgement of order receipt does not necessarily mean that the order has been accepted. We may reject or cancel an order where lawful and reasonable, for example if the product is unavailable, payment authorisation fails, the order appears fraudulent, the price or product information contains an obvious error, delivery cannot be made to the requested address, or legal restrictions prevent fulfilment.

If we cancel an order after payment has been received, we will refund the paid amount without undue delay using the original payment method unless otherwise agreed and permitted by law.

6. Prices, VAT, payment, and invoices

Product prices are displayed in the users country regular currency. Prices include VAT where required by applicable law unless the Webshop clearly states otherwise. Delivery charges, payment fees, customs charges, and any other additional costs are shown before the customer submits the order where applicable.

For sales to Hungary, prices and required pre-contractual information must be clear, transparent, and understandable to Hungarian consumers. If the Webshop displays prices in EUR or another currency, exchange-rate and payment-provider conversion rules may apply.

Accepted payment methods are shown during checkout and may include PayPal. Payment processing may be handled by Shopify and third-party payment service providers. We do not store full payment card details unless expressly stated in the Privacy Policy and permitted by law.

The customer must provide accurate billing information. Invoices or receipts are issued according to applicable tax and accounting rules and may be delivered electronically to the email address provided by the customer.

If a payment is reversed, rejected, or subject to a chargeback without valid legal basis, we may contact the customer to resolve the issue and may suspend fulfilment of the relevant order where permitted by law.

7. Delivery, risk, and ownership

Available delivery methods, estimated delivery times, shipping costs, and delivery countries are displayed during checkout or in the Shipping Policy. Delivery estimates are not guaranteed unless we expressly state that a specific delivery date is binding.

For consumer purchases, the risk of loss or damage passes to the consumer when the consumer, or a third party designated by the consumer other than the carrier, physically receives the goods. If the consumer chooses a carrier not offered by us, risk may pass to the consumer when the goods are handed over to that carrier, to the extent permitted by law.

Ownership of the products passes to the customer when the full purchase price and all applicable charges have been paid, unless mandatory law provides otherwise.

The customer is responsible for providing a complete and accurate delivery address and for receiving the parcel. If a parcel cannot be delivered due to incorrect information, refusal, or failure to collect, we may charge reasonable additional shipping or return costs where permitted by law.

8. Right of withdrawal for consumers

Consumers purchasing online generally have the right to withdraw from a distance contract within 14 calendar days without giving any reason, subject to statutory exceptions. For goods, the withdrawal period usually expires 14 days after the day on which the consumer, or a third party designated by the consumer other than the carrier, takes physical possession of the goods.

To exercise the right of withdrawal, the consumer must inform us of the decision to withdraw by a clear statement before the withdrawal period expires. The statement may be sent to shop@driverstimes.com. The consumer may use the model

withdrawal form included in Annex 1 of these Terms, but use of the form is not mandatory unless required by local implementation rules.

After withdrawal, the consumer must send back or hand over the goods without undue delay and in any event no later than 14 days from the day on which the consumer informed us of the withdrawal. The consumer bears the direct cost of returning the goods unless we have agreed to bear that cost or failed to inform the consumer that the consumer must bear it.

We will reimburse payments received from the consumer, including the standard delivery cost of the least expensive delivery method offered by us, without undue delay and in any event no later than 14 days from the day on which we are informed of the withdrawal. We may withhold reimbursement until we have received the goods back or the consumer has supplied evidence of having sent back the goods, whichever is earlier.

We will use the same payment method used for the original transaction unless the consumer expressly agrees otherwise and provided that the consumer does not incur fees as a result of the reimbursement.

The consumer is liable only for diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

8.1 Common statutory exceptions to withdrawal

The right of withdrawal may not apply, or may be lost, in legally defined cases. Depending on the products sold, exceptions may include, for example:

- goods made to the consumer's specifications or clearly personalised goods;
- sealed goods that are not suitable for return due to health-protection or hygiene reasons and were unsealed after delivery;
- goods that are liable to deteriorate or expire rapidly;
- sealed audio, video, or software products unsealed after delivery;
- newspapers, periodicals, or magazines, except subscription contracts;
- services fully performed with the consumer's prior express consent and acknowledgement that the right of withdrawal is lost after full performance;
- digital content not supplied on a tangible medium where performance began with the consumer's prior express consent and acknowledgement of losing the withdrawal right, where required by law.

Only include exceptions that genuinely apply to your products and checkout flow. Invalid or overbroad exceptions may be unenforceable and may create consumer-protection risk.

9. Returns outside statutory withdrawal

Any voluntary return policy offered by us is set out in our Return Policy at <https://shop.driverstimes.com/pages/returns>. A voluntary return policy does not limit statutory withdrawal, conformity, warranty, guarantee, or other mandatory consumer rights.

Returned goods should be securely packaged. The customer should include the order number and contact details to allow identification of the return. We are not responsible for loss or damage during return shipping unless caused by us or unless mandatory law provides otherwise.

10. Legal conformity, warranty, product warranty, and mandatory guarantee in Hungary

Nothing in these Terms limits the customer's mandatory statutory rights relating to defective products, lack of conformity, warranty of conformity, product warranty, or mandatory guarantee.

10.1 Warranty of conformity / defective performance

If a product does not conform to the contract or is defective under applicable law, consumers may have statutory remedies such as repair, replacement, price reduction, or termination/refund, depending on the circumstances and legal requirements. The exact remedies, deadlines, burden of proof, and procedure depend on the applicable EU and Hungarian rules.

10.2 Product warranty

Consumers may have product warranty rights against the manufacturer or distributor for certain defects in goods, according to Hungarian law. Product warranty rules are separate from claims against the seller for defective performance.

10.3 Mandatory guarantee for durable consumer goods

Certain durable consumer goods sold in Hungary are subject to mandatory guarantee rules under Government Decree 151/2003. If a product falls within the statutory list and price thresholds, the seller must provide the legally required guarantee, including any required guarantee certificate or legally equivalent electronic documentation.

For products covered by the mandatory guarantee regime, the guarantee period and procedural rules must be stated accurately according to the applicable law in force at the time of sale. As of the current template date, Hungarian law includes price-based mandatory guarantee periods for covered durable goods; this section must be checked against the exact products sold and the latest statutory thresholds before publication.

10.4 How to make a warranty or guarantee claim

Customers may submit warranty or guarantee claims by contacting shop@driverstimes.com and providing the order number, description of the defect, photographs or videos where useful, and any relevant invoice or proof of purchase. We may ask the customer to return the product for inspection where necessary and lawful.

We will handle warranty and guarantee claims in accordance with applicable law. If the claim is accepted, the available remedy may include repair, replacement, price reduction, or refund, depending on the legal basis and the circumstances.

11. Complaints and customer service

Customers may submit complaints by email to shop@driverstimes.com

We will investigate complaints and respond within the period required by applicable law. For Hungarian consumers, written complaints are generally to be answered in writing within 30 days, and if the complaint is rejected, the reasons for rejection should be provided.

The complaint should include the customer's name, contact details, order number, description of the complaint, requested remedy, and copies of relevant documents. We may retain complaint records where required by law.

12. Alternative dispute resolution and consumer authorities

Consumers are encouraged to contact us first so that we can attempt to resolve the matter directly.

Hungarian consumers may have the right to initiate proceedings before a competent Hungarian conciliation board (békéltető testület) or contact the relevant consumer protection authority. The competent conciliation board is generally determined by the consumer's place of residence or stay, unless the consumer requests another competent board according to applicable rules.

Budapest Conciliation Board contact details may be included where relevant: Budapesti Békéltető Testület, 1016 Budapest, Krisztina krt. 99., email: bekelteto.testulet@bkik.hu, website: <https://bekeltet.bkik.hu>. Verify the current contact details before publication.

For cross-border EU consumer disputes, consumers may contact the European Consumer Centre in their country or the European Consumer Centre Hungary. The former EU Online Dispute Resolution platform was discontinued in 2025, so the Webshop should not rely on outdated ODR platform wording.

13. Reviews, user content, and community features

If the Webshop allows reviews, comments, photos, or other user content, customers must submit only lawful, accurate, non-misleading, and non-infringing content. Customers must not submit content that is defamatory, discriminatory, obscene, threatening, spam, fake, manipulated, or otherwise unlawful.

We may moderate, refuse, remove, or report user content where lawful and necessary, for example if content breaches these Terms, infringes third-party rights, appears fraudulent, or violates consumer-protection rules on reviews.

By submitting user content, the customer grants us a non-exclusive, worldwide, royalty-free licence to use, display, reproduce, and adapt the content for operating and promoting the Webshop, subject to applicable law and our Privacy Policy.

If reviews are displayed, we should clearly state whether and how we verify that reviews originate from customers who actually purchased or used the products. Do not publish a review-verification statement that does not match the real Shopify app or review process.

14. Promotions, discount codes, and gift cards

Promotions, discount codes, bundles, loyalty rewards, and gift cards are subject to the specific conditions stated at the time of issue. Unless otherwise stated, promotions cannot be exchanged for cash, combined with other offers, applied retroactively, or used after expiry.

We may correct or cancel promotions affected by obvious errors, misuse, fraud, technical malfunction, or breach of the stated conditions, while respecting mandatory consumer rights and completed contracts where applicable.

If the Webshop sells gift cards or store credit, include separate terms covering validity, redemption, partial use, refunds, lost cards, statutory rights, and any country-specific restrictions.

15. Intellectual property

The Webshop, including its text, design, graphics, logos, photographs, product descriptions, software, source code, layout, and other content, is protected by intellectual property laws and belongs to us or our licensors unless otherwise stated.

Customers may use the Webshop only for personal, non-commercial purchasing purposes or legitimate business purchasing purposes. No content may be copied, scraped, reproduced, distributed, modified, resold, reverse-engineered, or used for competing commercial purposes without prior written permission, except where mandatory law permits such use.

16. Third-party services, Shopify, apps, and external links

The Webshop operates on Shopify and may use third-party apps, payment processors, analytics tools, review tools, logistics integrations, marketing tools, fraud-prevention services, and other service providers. These services may have their own terms and privacy notices.

External links may lead to websites or services that we do not control. We are not responsible for third-party websites, their content, or their practices, except where mandatory law provides otherwise.

The processing of personal data through Shopify and third-party tools is described in the Privacy Policy and Cookie Policy.

17. Limitation of liability

We are liable for losses caused by intent, gross negligence, death or personal injury caused by negligence, fraud, mandatory product liability, breach of mandatory consumer law, or any liability that cannot be excluded or limited under applicable law.

Subject to the previous paragraph, we are not liable for indirect, incidental, consequential, punitive, or special losses, loss of profit, loss of business, loss of data, or loss of opportunity arising from use of the Webshop or purchase of products, except where such exclusion is not permitted by applicable law.

For consumers, nothing in these Terms limits rights that cannot be waived under EU or Hungarian consumer-protection law. For business customers, our aggregate liability arising from an order may be limited to the amount paid for that order, unless mandatory law provides otherwise.

18. Force majeure

We are not responsible for delay or failure to perform caused by events beyond our reasonable control, including natural disasters, war, terrorism, civil unrest, epidemics, strikes, supply-chain disruption, transport disruption, customs delay, power outage, internet or platform outage, cyberattack, governmental action, or failure of third-party service providers, provided that we take reasonable steps to minimise the impact.

This clause does not remove mandatory consumer rights, including rights relating to non-delivery, late delivery, refunds, or withdrawal where applicable.

19. Changes to these Terms

We may update these Terms from time to time. The version applicable to a purchase is the version made available to the customer at the time the order is submitted, unless mandatory law requires otherwise.

Material changes will be indicated by updating the "Last updated" date and, where appropriate, by giving additional notice. Changes do not retroactively reduce statutory rights in relation to orders already accepted.

20. Governing law and jurisdiction

These Terms and any purchase contract are governed by Hungarian law / law of merchant's EU Member State, without prejudice to mandatory consumer-protection rules that apply in the customer's country of habitual residence.

If the customer is a consumer, the customer may bring claims before the courts competent under mandatory consumer jurisdiction rules. Any jurisdiction clause must not deprive consumers of mandatory rights under EU or national law.

21. Severability and final provisions

If any provision of these Terms is found invalid, unlawful, or unenforceable, the remaining provisions remain in force. The invalid provision will be replaced or interpreted to achieve the closest lawful commercial effect, while respecting mandatory consumer law.

Failure to enforce a provision does not constitute a waiver of that provision. The customer may not transfer contractual rights or obligations without our prior written consent, except where mandatory law provides otherwise. We may transfer rights and obligations as part of a business transfer, merger, restructuring, or assignment, provided that this does not reduce mandatory consumer rights.

Annex 2 - Legal reference notes used for this template

- **EU Consumer Rights Directive / European Commission guidance:** Rules on consumer information, withdrawal rights, and distance contracts.
- **Your Europe - returns and right of withdrawal:** General EU consumer-facing guidance on the 14-day cooling-off period.
- **Hungarian Government Decree 45/2014 (II. 26.):** Hungarian rules on contracts between consumers and businesses, including distance contracts and withdrawal information.
- **Act CVIII of 2001 on electronic commerce services:** Hungarian e-commerce / information-society-services framework.
- **Government Decree 151/2003 (IX. 22.):** Hungarian mandatory guarantee rules for certain durable consumer goods, including current price-based guarantee periods.
- **Hungarian consumer redress / conciliation board sources:** Complaint handling, ADR, and conciliation board information.
- **Shopify policy settings documentation:** Shopify allows merchants to add Terms of Service and other store policies in Shopify admin.
- **European Commission Consumer Redress Portal:** ADR bodies and post-ODR consumer redress information. The ODR platform was discontinued in 2025.

These notes are for drafting traceability. Remove or convert them into internal documentation before publishing if you do not want legal references visible to customers.