GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter: GTC) govern the electronic commercial services provided by Om Sai Kft. (postal address: 1063 Budapest, Szinyei Merse u. 1., tax number: 25029358-2-42, contact: virasat@virasatindianrestaurant.hu, +36 1 618 4766; hereinafter: Service Provider) on the virasatindianrestaurant.hu website (hereinafter: Website) for the user of the electronic commerce services (hereinafter: Services) (hereinafter: User), outlining the rights and obligations of the User. (Service Provider and User together hereinafter: Parties).

These GTC apply to the use of the Service Provider's service. By using the Website, you accept these GTC, so please review them before using the Website.

1. General Information, Conclusion of Contract between the Parties

1.1. These GTC apply to all electronic commercial services provided within the territory of Hungary that are accessed by using the Services. The order placed electronically constitutes a contract, subject to the Civil Code of 2013 (Act V), the Act CVIII of 2001 on certain issues related to electronic commerce services and services of the information society. Service Provider informs Users that the detailed rules of consumer and business contracts do not apply to this Service and the contract between the Parties (Government Decree 45/2014 (II. 26.)).

1.2 The Service Provider, through the Website, allows Users to order food and beverages (hereinafter: Goods) for home delivery.

1.3 The content and offers on the Website may change due to the nature of the Service Provider. The Service Provider makes an effort to provide up-to-date content and offers.

1.4 The contract between the Service Provider and the User is established for the submission and delivery of orders.

1.5 The concluded contract is considered written. The data of the contract stored in writing correspond to the order data.

1.6 The Service is available to anyone who acknowledges the provisions of these GTC as mandatory for themselves. Only individuals who have reached the age of 18 can use the service provided by the Service Provider on the Website.

2. Ordering

2.1 The Service Provider will only accept the order through the Website if the User completes all the necessary information for the order. The Service Provider is not responsible for any delivery delays, errors, or other issues resulting from incorrectly or inaccurately provided order data by the User.

2.2 The selected products on the online menu will be added to the virtual cart. Before placing the order, the User provides the necessary data for order fulfillment and the payment method. Before confirming the order, there is an option to review the data. By pressing the "CONFIRM" button or after successful online payment, the Service Provider automatically receives the order information. The restaurant prepares the food and delivers it. The delivery time for the food is available in the information provided by the restaurant, typically 30-90 minutes.

2.3 After placing the order, the Service Provider immediately confirms the order details via email. The confirmation email includes the data provided by the User during the order submission, the order data, the details of the ordered product, the order number, and any additional notes from the User regarding the order, as well as the chosen payment and delivery method.

2.4 By using the Service to place an order, the User simultaneously accepts the Service Provider's offer for the delivery of Goods. Depending on the delivery address, the offers may vary. Acceptance of this offer constitutes a contract between the User and the Service Provider. The restaurant is not obligated to fulfill the order but is obliged to notify the User about it.

2.5 If, for any reason, the Service Provider cannot fulfill the order, the User is entitled to a refund. The Service Provider may also offer the option of exchanging Goods.

2.6 By placing the order, the User declares acceptance of these GTC and considers them mandatory for themselves.

3. Payment Terms

3.1 The payment of the order value can be made through the methods indicated on the Website. The financial service provider contracted with the Service Provider will charge the order value to the User's bank card or SZÉP card account as provided, or the User will pay the restaurant's employee in cash upon delivery.

4. Withdrawal

4.1 The User does not have a withdrawal right against the Service Provider, considering that the Service is immediately provided upon finalizing the order, and the Goods are perishable or qualify as short-term products.

4.2 The User cannot cancel the order.

4.3 The Service Provider is not able to provide a refund after processing the order.

5. Complaint Handling

5.1 In the event of any complaints, grievances, or data entry errors that may arise during the use of the Service, the User can contact the Service Provider's customer service at one of the following contact details.

1063 Budapest, Szinyei Merse u. 1.
+36 1 618 4766
virasat@virasatindianrestaurant.hu

5.2 The Service Provider's complaint handling is always free of charge.

5.3 The Service Provider will promptly investigate issues that require an immediate solution and, in all other cases, respond to complaints within 24 days.

6. Handling of Personal Data

6.1 Detailed rules for the handling of the User's personal data can be found in the Privacy Statement.

7. Final Provisions

7.1 The security level of the Website operated by the Service Provider is appropriate. However, we recommend that you take the following precautions: use virus and spyware protection software with up-to-date databases, install security updates for your operating system. The use of the Website presupposes the User's knowledge of the technical and technological limitations of the Internet and acceptance of the errors associated with technology.

7.2 The Service Provider is not responsible for any damage caused by connecting to the Website. The User is responsible for protecting their computer and the data on it.

7.3 It is expressly prohibited to transmit, disclose, or share content on the Website that is not legally permitted. The Service Provider reserves the right to delete content uploaded by Users.

7.4 The Service Provider does not subject itself to any code of conduct provisions.

7.5 The Service Provider is entitled to unilaterally modify the terms and conditions of these GTC at any time. Any such modifications take effect simultaneously with their appearance on the Website.

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