BON3

PRIVACY NOTICE

BON3 Tattoo Studio · Sopron

English version
Version: 1.0
Effective date: 1 November 2026

Controller: Pintér Norbert egyéni vállalkozó
Website: bon3.hu
Contact: bon3.tattoo@gmail.com

1. Controller details

Controller: Pintér Norbert egyéni vállalkozó (sole trader)

Trading name: BON3 Tattoo Studio

Registered office: 9400 Sopron, Erzsébet utca 11., Hungary

Sole trader registration number: 58495553

Tax number: 48208196128

Website: https://bon3.hu

Contact email: bon3.tattoo@gmail.com

Questions and requests concerning the processing of personal data may be sent to the Controller at the email address above.

2. Purpose and scope of this notice

2.1. Purpose

This Privacy Notice provides clear and transparent information about the processing of personal data in connection with BON3 Tattoo Studio's services and the use of bon3.hu. In particular, it explains:

- which personal data the Controller processes;
- the purposes and legal bases of processing;
- how long data are retained;
- who may access the data;
- the rights of data subjects.

2.2. Persons covered

This notice applies to every natural person whose personal data BON3 Tattoo Studio processes in connection with its activities, including:

- website visitors;
- people submitting a booking or appointment request;
- guests and clients;
- people making enquiries;
- people contacting BON3 by email or social media;
- people submitting complaints or other requests;
- people appearing in photographs or video recordings made with their consent.

2.3. Processing covered

The notice covers BON3 Tattoo Studio's processing of personal data, particularly website use, bookings, entering into and performing contracts, payments and invoicing, communication, complaint handling, web analytics, social media, and the processing of photographs and video recordings.

3. Booking / appointment requests

3.1. Purpose

Personal data provided through the booking form on bon3.hu are processed to handle the guest's enquiry, assess the proposed project, select the artist, prepare a quotation, agree an appointment, and prepare and establish a booking.

Submitting the booking form does not, by itself, create a payment obligation or a confirmed appointment.

3.2. Data processed

- Name;
- email address;
- telephone number;
- selected artist, if provided;
- whether this is a new project or continuation of an earlier project;
- selected service: tattooing or body modification;
- description of the requested service or project;
- body area and side;
- for tattoos, the planned size, colour and cover-up requirements;
- uploaded reference images and, for cover-ups, photographs of the existing tattoo and affected body area;
- appointment and availability information;
- booking-related notes and messages;
- the case reference generated by the system;
- further correspondence arising during the booking process.

Health data are not requested through the booking form. Please do not submit health information or medical documents through it. Section 15 governs health data, section 16 governs age declarations, and section 13 governs the use of photographs and video recordings.

3.3. Legal basis

Article 6(1)(b) GDPR: taking steps at the data subject's request before entering into a contract and, where a contract is concluded, performing that contract.

3.4. Retention

- If the enquiry does not lead to a booking/contract: six months after the case is closed.
- If a booking is established: the data fall within processing connected with performance of the contract.

Pre-contractual discussions are based on Article 6(1)(b) GDPR. Retention for up to six months after closure is based on Article 6(1)(f) GDPR. The legitimate interest is to evidence the enquiry and response and resolve subsequent questions about the case. Only data necessary for this purpose may be retained; uploaded images no longer needed must be deleted earlier.

The six-month limit must be implemented in practice through deletion or anonymisation.

3.5. Access and disclosure

The Controller and only those persons and service providers who need the data to manage the booking may access them. Where a guest artist or another BON3 artist is selected, the data and reference materials necessary to assess the project and prepare a quotation may be forwarded to that artist.

3.6. Necessity of providing data

Without information marked as necessary for handling the booking, the Controller may be unable to provide a quotation, properly assess the project or arrange an appointment.

3.7. Storage, access and deletion

Booking data must be handled in the online booking system, BON3 correspondence used for administration, and necessary project materials in accordance with the purposes and periods above. Access is limited to the Controller, the artist working on the case, and the technical operator performing an essential task, each within their own duties. Deletion deadlines also apply to uploaded images and related administrative copies. Materials necessary for legal claims may be retained for that separate purpose. Expiry of a retention period does not itself trigger automatic deletion: the Controller and technical operator must carry out or configure deletion.

4. Processing connected with performance of a contract

4.1. Purpose

- Recording the booked service and appointment;
- communicating with the guest;
- recording the booking payment and its receipt;
- handling rescheduling or cancellation;
- documenting project discussions;
- evidencing performance and, if necessary, the terms of the relationship between the parties.

4.2. Data processed

- Name;
- email address;
- telephone number;
- case reference;
- selected artist and service;
- project description and necessary reference materials;
- agreed appointment;
- amount and payment status of the booking payment;
- the fact and time of acceptance of the contract/terms;
- rescheduling or cancellation details;
- email and other communication about performance.

Section 5 governs invoicing and accounting data.

4.3. Legal basis

Processing necessary to enter into and perform a contract is based on Article 6(1)(b) GDPR. Retaining certain data after performance or termination is based on the legitimate interest under Article 6(1)(f) GDPR, particularly the establishment, exercise or defence of legal claims.

4.4. Retention

After performance, only data necessary for establishing, exercising or defending legal claims may be retained, generally for no more than five years after performance or termination. This is not a mandatory retention period for all data: unnecessary reference materials, images and notes must be deleted earlier. If a dispute or administrative or judicial proceedings begin during this period, the necessary data may be retained until the proceedings are finally concluded.

4.5. Access and disclosure

Access is restricted to the Controller and those persons and service providers who need the data to manage the booking or perform the service. For bookings with a guest artist or another BON3 artist, necessary data, such as the name, project, reference materials and appointment, may be forwarded to that artist.

5. Invoicing and accounting

5.1. Purpose

Issuing invoices for services, recording revenue, and complying with the Controller's tax and other statutory obligations.

5.2. Data processed

- Billing name;
- billing address;
- email address where the invoice is sent electronically;
- service, amount, performance and payment details shown on the invoice;
- tax number or other identifier where required by law.

5.3. Legal basis

Primarily Article 6(1)(c) GDPR: compliance with a legal obligation.

5.4. Retention

Under the current Hungarian KATA tax regime, supporting documents and revenue records are retained until the end of the fifth calendar year following the tax year of issue. If the tax regime changes or a statutory circumstance extends retention, the rules applicable to the document concerned apply and this notice will be updated accordingly.

5.5. Recipients / service providers

- Pintér Norbert egyéni vállalkozó / BON3 Tattoo Studio;
- NAV Online Számlázó;
- Billingo Technologies Zrt., 1133 Budapest, Árbóc utca 6.;
- Ipartestületi Könyvelő Kft., 9330 Kapuvár, Piac tér 6/3.;
- NAV and other authorities competent under applicable law.

The Controller may use both Billingo and NAV Online Számlázó for invoicing. Invoice data are processed by the system actually used to issue that invoice. Statutory invoice reporting to NAV may also take place independently of this. The accountant may access only data necessary to perform its duties.

6. Payment data

6.1. Purpose

Identifying payments, recording booking and other payments, allocating them to the correct booking/case reference, and financial and accounting administration.

6.2. Data processed

- Payer's name;
- bank account number / IBAN, where displayed in transaction details;
- amount transferred;

- transaction date;
- payment reference;
- BON3 case reference;
- transaction or bank identifier;
- payment status.

6.3. Legal basis

Processing payments connected with bookings and services is necessary for performance under Article 6(1)(b) GDPR. Data necessary for accounting, tax and record-retention duties are processed under Article 6(1)(c) GDPR. Processing for legal claims after performance is based on the legitimate interest under Article 6(1)(f) GDPR and is limited to necessary data.

6.4. Payment system

Booking payments at BON3 are primarily made by bank transfer. The primary payment account is Revolut, taking account of BON3's international clientele. BON3 does not process or store the guest's online banking login details, PIN or other banking authentication information.

6.5. Retention

Data forming part of accounting or tax records are processed for the statutory retention period, consistently with section 5.4. Payment data needed solely to evidence contractual performance may generally be retained for five years after the relevant legal relationship ends.

6.6. Recipients

- BON3 Tattoo Studio / Pintér Norbert egyéni vállalkozó;
- Revolut as payment account provider;
- Billingo Technologies Zrt., where this invoicing system is used for the case;
- Ipartestületi Könyvelő Kft.;
- NAV and other authorities competent under applicable law.

7. Contact by email

7.1. Purpose

Receiving and answering emails, communicating with enquirers and guests and, where necessary, managing the relevant case, booking or complaint. Contact email: bon3.tattoo@gmail.com.

7.2. Data processed

- Name;
- email address;
- message content;
- further data and attachments voluntarily supplied;
- date and time of correspondence;
- for booking-related messages, the case reference and related data.

7.3. Legal basis

- General enquiries: legitimate interest under Article 6(1)(f) GDPR in answering enquiries and evidencing administration;
- preparing/performing a booking or contract: pre-contractual steps or performance under Article 6(1)(b) GDPR;

- complaints: compliance with a legal obligation under Article 6(1)(c) GDPR.

7.4. Retention

- Simple enquiries not leading to a booking or other case: up to six months after closure;
- booking/contract correspondence: together with the relevant case, only insofar as necessary for evidence and legal claims, under sections 3–4; retention after performance is based on legitimate interest;
- records of consumer complaints and copies of responses: three years; documents necessary for a dispute may be retained on a separate legal basis for as long as needed to resolve the legal claim.

7.5. Access

The Controller has primary access. Where a particular artist or guest artist must be involved, necessary information may be shared with them. bon3.tattoo@gmail.com is BON3's central email account; BON3's social media/platform accounts are also linked to it.

8. Google Calendar / appointment management

8.1. Purpose

BON3 Tattoo Studio uses Google Calendar to organise and record bookings and appointments, avoid scheduling conflicts and coordinate with the artist providing the service. Central appointment management is linked to the BON3 account bon3.tattoo@gmail.com.

8.2. Data processed

- Guest's name;
- BON3 case reference;
- appointment and expected duration;
- selected artist;
- brief service or project description;
- booking status;
- brief notes needed to organise the appointment.

Detailed health data, identity document details, reference images and long project descriptions are not stored in the appointment calendar. Data unnecessary for scheduling are not transferred to it.

8.3. Legal basis

Processing necessary to prepare a booking, agree an appointment and organise the service is based on Article 6(1)(b) GDPR: steps requested before entering into a contract or performance of the contract.

8.4. Retention

The calendar is a scheduling tool, not a client archive. Identifiable calendar data are processed for as long as necessary to organise, perform, modify or resolve cancellation of an appointment. Once that purpose ends, personal data are deleted from the calendar or the event is made non-identifiable. For projects involving several sessions, data needed to arrange later sessions may be processed until project scheduling is closed.

Retention necessary for legal claims or statutory duties is separate from calendar use and follows sections 4–6 for the relevant purpose.

8.5. Access and artist coordination

The Controller manages central bookings and appointments. Organisation of a particular booking and further communication with the guest may be carried out by the Controller, the BON3 artist or guest artist providing the service, or both with tasks divided between them.

The Controller may forward the appointment and guest data needed for the artist's own booking. The artist may also receive restricted direct access to their own bookings, for example through a separate Google calendar or an access-controlled booking interface. Direct access is limited to data necessary for their own services and organisation; general access to other artists' guest data is not granted.

Sections 3–4 govern disclosure of contact and project details needed for direct communication. Data may not automatically be reused for independent marketing purposes.

8.6. Provider

Google provides the scheduling service. Sections 17–18 explain provider roles and international transfers.

9. Website and technical data

9.1. Purpose

Ensuring secure and proper operation of bon3.hu, detecting and correcting errors, preventing unauthorised access and technical operation of the system.

9.2. Technical data processed

- IP address;
- time of access;
- technical details of pages visited or requests made;
- browser and operating system type;
- basic technical device information;
- error and security logs.

Analytics, marketing and cookies are addressed separately.

9.3. Legal basis

Legitimate interest under Article 6(1)(f) GDPR in ensuring website operation, IT security and availability.

9.4. Retention

BON3's retention rule permits general access and error logs to be processed for up to 30 days and dedicated security logs needed to detect and investigate IT security events for up to 90 days. Log extracts necessary for a specific incident or legal claim may be retained separately for as long as needed to investigate or resolve it. These are BON3's retention rules, not general statutory retention periods.

9.5. Technical infrastructure and access

- Hosting provider: DotRoll Kft.;
- plan: DotRoll Basic;
- website platform: WordPress;
- the developer/technical provider involved in website operation may have access to the extent necessary.

9.6. Embedded Google map

The website displays Google Maps to show the studio's location and accessibility. Loading the map connects the browser directly to Google servers, providing Google with the IP address and browser request data, among other information. Technical processing necessary to display the map serves to show the location and is based on legitimate interest under Article 6(1)(f) GDPR. Non-essential device storage and access require prior consent. Google's processing for its own purposes is explained at https://policies.google.com/privacy .

10. Cookies

10.1. What is a cookie?

bon3.hu may use small data files known as cookies on the visitor's device for website operation and, with consent, statistical or marketing purposes.

10.2. Categories

- Necessary cookies: essential website operation, security, language or technical settings;
- functional cookies: additional, non-essential functions, where actually used;
- statistical/analytics cookies: understanding how visitors use the site;
- marketing cookies: advertising, campaign measurement, social media or remarketing functions.

10.3. Legal basis

Strictly necessary cookies do not require separate consent. Analytics and marketing cookies may be activated only after the visitor has consented through the cookie banner.

10.4. Managing consent

On first opening the website, visitors may choose which categories beyond necessary cookies they accept. Consent must remain withdrawable and changeable as easily as it was given. Refusal must not prevent basic use of the quotation-request function. Consent-based personal data processing relies on Article 6(1)(a) GDPR.

10.5. Consent interface

The website offers a consent interface labelled CookieAdmin. Visitors may reject or accept non-essential categories or choose by category using the customisation button ("Testreszabás" in the Hungarian interface). Displaying necessary, functional, analytics and advertising categories does not itself mean that cookies are actually present in every category.

10.6. Storage and deletion

Session-related technical storage follows the session. Consent preferences are stored to implement and evidence the choice. BON3's applicable retention limit for analytics user and event data is 14 months under section 11; this differs from the expiry of a browser cookie. Actual cookie expiry dates can also be viewed in the browser's site-data manager, where stored site data can be deleted. Deleting a cookie and withdrawing consent are different actions: withdrawal may also be requested at bon3.tattoo@gmail.com. Visitors can, if necessary, delete cookies remaining on their devices through browser settings.

11. Google Analytics, Google Tag Manager and Google Search Console

11.1. Purpose

BON3 may use analytics to measure website operation and effectiveness, particularly how visitors arrive at bon3.hu, which pages they use, which campaigns or QR codes bring them, and whether actions such as use of the booking page or button occur.

11.2. Services

- Google Analytics 4 (GA4): measuring traffic, sources, pages and specified events;
- Google Tag Manager (GTM): technical management of measurement code and tags;
- Google Search Console: examining search visibility, search traffic, indexing and technical errors.

11.3. Data that may be processed

Technical device and browser data, approximate location, pages visited, visit time, referral and campaign sources, and specified actions on the website. Names, email addresses, telephone numbers, project descriptions, reference images and BON3 case references must not be sent to Analytics or Tag Manager.

11.4. Legal basis and consent

Non-essential analytics relies on visitor consent under Article 6(1)(a) GDPR. Google Analytics measurement may start only after acceptance of analytics cookies. The website must remain fully usable without consent.

11.5. Retention

BON3's applicable GA4 retention limit for user-level and event-level data is 14 months. Resetting user-data retention on new activity must be disabled. Expiry is implemented according to the deletion schedule in Google's documentation. This setting differs from retention of standard aggregated reports and from cookie lifetimes.

11.6. Provider

Google is the provider; sections 17–18 cover provider and transfer details.

11.7. Distinguishing the services

Tag Manager manages code; its use does not replace consent needed for individual measurement purposes. Search Console's search-performance and indexing functions are not automatically treated as equivalent to browser-based GA4 measurement. Measurement must be configured to prevent form content, uploaded files and identifiable guest data entering event names, parameters or measured URLs.

12. Social media

12.1. Purpose

BON3 Tattoo Studio uses social media to present work and services, provide information, communicate and share BON3 content and events. This currently includes Instagram, Facebook/Messenger, TikTok, YouTube and Threads. BON3's central accounts are linked to bon3.tattoo@gmail.com.

12.2. Data processed

- Social media name/username;
- publicly available profile information;

- messages and their content;
- comments and reactions;
- voluntarily submitted images or other files;
- time of communication.

12.3. Bookings through social media

Social media is not the primary booking system. People wishing to book through a platform are directed to bon3.hu where possible. Where a conversation concerns a specific project, quotation or booking, information necessary to manage it may be transferred to the booking/contract system.

12.4. Legal basis

- General questions and community communication: legitimate interest under Article 6(1)(f) GDPR in answering enquiries and managing communication on BON3's pages;
- preparing a contract or booking: pre-contractual steps under Article 6(1)(b) GDPR;
- publishing marketing guest recordings and directly supplied testimonials under sections 13–14: consent under Article 6(1)(a) GDPR.

12.5. Retention

Personal data in simple social media enquiries are processed for up to six months after closure on interfaces controlled by BON3. Unnecessary content is deleted using the platform's available deletion functions. The platform provider's own processing is separate. Conversations are not a standalone client archive. If a booking or contract results, necessary information follows the retention rules for that case.

12.6. External providers

Instagram, Facebook, Messenger and Threads belong to Meta services; TikTok to TikTok; YouTube to Google. Sections 17–18 give provider details.

13. Photographs and video recordings

13.1. Purpose

BON3 Tattoo Studio may photograph or record the guest, the completed tattoo, piercing or body modification, or the work process for portfolio, website, social media, professional and marketing communication purposes.

13.2. Data processed

- Photographs and video;
- the guest's likeness, if identifiable;
- their voice, if speaking in a video;
- the completed work and affected body area;
- time of recording;
- artist or project name, where necessary.

13.3. Legal basis for publication

Use of guest photographs or video for portfolio and marketing purposes is based on voluntary consent under Article 6(1)(a) GDPR. Consent is not a condition of service, must not be pre-ticked, may be withdrawn at any time and its refusal must not disadvantage the guest.

Consent may already be given during booking through a separate optional checkbox, provided the guest can access information about the purposes, channels and withdrawal procedure before making

the declaration. Consent can also be given or changed on the session day. Booking consent covers only the uses explained there; it is not unlimited authorisation for any recording or new purpose. If the use explained changes on site or a new purpose arises, separate consent is requested.

13.4. Channels

- bon3.hu;
- Instagram;
- Facebook;
- Threads;
- TikTok;
- YouTube;
- BON3's own portfolio and promotional materials.

Separate consent must be requested for use in paid advertising campaigns.

13.5. Identifiable guests

Where a face or another clearly identifying feature is visible, publication requires the guest's corresponding consent. BON3 also applies a consent-based system to recordings of tattoos and body modifications.

13.6. Withdrawal

Guests may withdraw consent at any time at bon3.tattoo@gmail.com. BON3 will remove the recording without undue delay from channels under its control and cease further use.

13.7. Retention

Portfolio and marketing recordings are processed until consent is withdrawn or for as long as the purpose continues. Raw materials and recordings no longer needed must be deleted.

13.8. Internal documentation

Photographs needed for a non-marketing purpose, such as monitoring healing, handling a complaint or documenting the service, are treated as a separate purpose and are not automatically used on social media or in portfolios.

13.9. Documenting consent

To the extent necessary for evidence, BON3 may record consent or refusal, the time consent is given or changed, the related case reference and the version of the consent wording. The evidentiary record relies on legitimate interest under Article 6(1)(f) GDPR. It may be retained during use and afterwards until the relevant legal claims become time-barred, generally for no more than five years, limited to necessary content. This does not authorise continued marketing use of the recording.

Withdrawal does not affect earlier lawful use. BON3 cannot guarantee complete retrieval of independent third-party shares or already distributed printed materials; it ceases its own further distribution and takes removal and recipient-notification steps required by the GDPR.

14. Guest testimonials / reviews

14.1. Purpose

BON3 Tattoo Studio may use guest testimonials and reviews to present its services, share guest experiences and in professional and marketing communication.

14.2. Reviews submitted directly to BON3

Before a guest submits a review to BON3 for publication, they are informed about the purpose, channels, displayed name and withdrawal procedure. Publication relies on voluntary consent under Article 6(1)(a) GDPR. Submission may itself constitute consent only where the interface clearly serves that purpose and the information makes clear that submission also entails publication. Private messages, complaints and thank-you emails are not automatically used as testimonials.

Publication may use the guest's first name, initials or anonymity, depending on the interface and the guest's choice.

14.3. Public external reviews

Processing and any further use of reviews published on Google, Facebook or other external platforms must take account of the platform's rules and applicable data protection requirements.

14.4. Photo or video testimonials

Testimonials featuring the guest's image, video or identifiable voice are also subject to the photo/video consent rules in section 13.

14.5. Withdrawal and retention

Consent to marketing use of a review given directly to BON3 may be withdrawn at bon3.tattoo@gmail.com. The review may be processed until withdrawal or for as long as its purpose continues.

14.6. Republishing external reviews

The public nature of a Google or Facebook review does not itself constitute consent to BON3 marketing use with a name, profile image or screenshot. Separate consent is requested before such republication. Display on the original platform and the platform's own processing are also governed by its rules. The relevant provisions of section 13 apply to evidence of consent and withdrawal.

15. Health-related data

15.1. Purpose and necessity

Certain health information may be necessary before tattooing, piercing or body modification to decide whether the service can be performed safely. Such information may constitute special categories of personal data and therefore requires enhanced protection.

15.2. BON3 session-day declaration

Health data are requested in the BON3 Session Declaration completed on paper or electronically on the session day, not through booking. The declaration brings together the guest's basic details, the 18+ declaration, necessary health questions, acknowledgement concerning the procedure, a separate photo/video consent or amendment of earlier consent where needed, acknowledgement of this notice and, at the end of the session, acknowledgement of receipt of aftercare information.

15.3. Basic list of health questions

- Known allergies or hypersensitivity;
- use of medication affecting blood clotting;
- blood-clotting disorders;
- active skin disease, injury, infection or inflammation in the affected area;
- known healing difficulties or tendency to abnormal scarring;
- pregnancy;
- a medical condition or medication that could affect the procedure or healing.

Only information actually necessary for safe performance may be requested, not a full medical history or unnecessary medical documents.

15.4. Legal basis

Processing health data for service safety relies on explicit consent under Articles 6(1)(a) and 9(2)(a) GDPR. It is not processing based on the provision of healthcare. A separate checkbox is included in the session declaration:

"I explicitly consent to BON3 processing the health data I provide for the safe performance of the service."

15.5. Access

Health data must not be placed in Google Calendar or Analytics. Access is restricted to the Controller and the artist performing the service insofar as necessary for their duties; other artists and guests have no access. The data are stored securely and separately from shared appointment management.

15.6. Retention and withdrawal

On the basis of consent, health data are processed only for as long as needed for safe performance of the service and directly related necessary follow-up. Data are deleted once the purpose ends, except for necessary data retained separately as follows.

Session data genuinely necessary for establishing, exercising or defending legal claims may generally be retained separately for no more than five years after performance. The conditions of Articles 6(1)(f) and 9(2)(f) GDPR must be established for each data category; this does not mean automatic five-year retention of every health answer. Necessary data may be retained until an ongoing dispute is resolved.

Consent may be withdrawn at bon3.tattoo@gmail.com. Withdrawal does not affect prior lawful processing; data necessary for a substantiated separate legal-claims purpose are not automatically erased on withdrawal. Where safe performance cannot be determined without necessary information, BON3 will not perform the procedure concerned.

15.7. Paper and electronic records

The declaration may be prepared on paper or electronically. Paper copies must be kept in protected, lockable storage and electronic copies in access-restricted storage. Digitising the same declaration does not start a new retention period. Once the purpose ends, paper must be securely destroyed and electronic copies and duplicates deleted, subject to lawful retention exceptions and the backup cycle.

16. Verification of age 18

16.1. Purpose

BON3 Tattoo Studio's services are available only to persons aged 18 or over. Processing serves to verify and document this.

16.2. Booking

At the end of booking, the guest declares that they are at least 18.

16.3. Session day

The session declaration repeats the 18+ declaration. If the artist has doubts about the guest's age, they may request a photographic identity document. If the guest cannot adequately prove their age, the service cannot be performed.

16.4. Minimising identity document data

- Identity documents are not photographed;

- they are not copied;
- document numbers are not recorded;
- an address is not recorded merely because it appears on the document;
- where necessary, recording "18+ verified" and the verification date is sufficient.

16.5. Legal basis

Age verification is based on legitimate interest under Article 6(1)(f) GDPR. It is necessary to enforce BON3's service conditions, provide services safely and protect the Controller's legitimate interests.

16.6. BON3 rule

No tattooing, piercing or body modification is provided at BON3 to anyone under 18, even with parental permission.

16.7. Retention

Full dates of birth and other details seen on identity documents are not transferred to records. The 18+ declaration and, where applicable, verification fact and date may be retained as booking/session documentation for the period applicable to the case under sections 3–4. Documenting verification does not entail storing an identity document copy or number.

17. Processors and external service providers

BON3 may use the following processors, recipients and external providers. Their data protection roles are not identical; some may act as independent controllers.

17.1. DotRoll Kft. – hosting and domain

DotRoll Kft., 1148 Budapest, Fogarasi út 3-5. Tasks: technical services for the bon3.hu domain and hosting, server operation and technical logs.

17.2. Google Ireland Limited

Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland. Services used or planned: Gmail, Google Calendar, Google Analytics 4, Google Tag Manager, Google Search Console, Google Drive and YouTube where needed, and embedded Google Maps. Roles and contractual terms vary by service; listing Google does not mean every service operates under a processor relationship.

17.3. Billingo Technologies Zrt.

Billingo Technologies Zrt., 1133 Budapest, Árbóc utca 6. Tasks: invoicing, invoice data and administration concerning invoices issued in that system.

17.4. Revolut

The payment account provider is Revolut Bank UAB (Lithuanian registration number 304580906). For accounts transferred to its Hungarian branch, the bank acts through Revolut Bank UAB Magyarországi Fióktelepe. Branch registered office: 1052 Budapest, Szervita tér 8.; registration number 01-17-001372. The part applicable to the account depends on Revolut's migration notification and account terms. The bank processes financial service data as an independent controller under its own obligations. Official Pro terms: https://www.revolut.com/hu-HU/legal/pro/ .

17.5. Accountant

Ipartestületi Könyvelő Kft., 9330 Kapuvár, Piac tér 6/3. Tasks: bookkeeping, accounting and tax administration.

17.6. Meta

Meta Platforms Ireland Limited, Merrion Road, Dublin 4, D04 X2K5, Ireland. Services: Instagram, Facebook, Messenger and Threads.

17.7. TikTok

The controllers named in the platform's EEA notice are TikTok Technology Limited and TikTok Information Technologies UK Limited. TikTok Technology Limited, The Sorting Office, Ropemaker Place, Dublin 2, D02 HD23, Ireland. Task: providing BON3's TikTok account and related communication.

17.8. YouTube

YouTube belongs to Google and is therefore covered under Google Ireland Limited.

17.9. Web developer / technical operator

The external professional or provider maintaining, repairing and technically operating the site may access website administration, technical logs and, only where indispensable for troubleshooting or operation, booking data stored in the system. Access does not authorise independent marketing or other own-purpose use. Where the provider processes personal data on the Controller's behalf, it may act as processor under documented instructions and an agreement complying with Article 28 GDPR.

17.10. NAV Online Számlázó and reporting

BON3 may also use NAV Online Számlázó. Data of invoices issued there are processed in NAV's system. Mandatory reporting to NAV from another invoicing system may constitute a separate disclosure.

17.11. Artists and guest artists

BON3 is responsible for organising central enquiries and bookings. The artist involved may receive data necessary to assess the project, quote, arrange the appointment and perform the service. Disclosure is limited to those purposes; general access to other artists' bookings is not provided.

If a guest artist provides and invoices services through their own business, they act as independent controller for processing they determine concerning their own service and statutory duties, and provide their own notice. An artist performing processing tasks solely under BON3 instructions receives access only for that task, under an appropriate processor or authorisation framework. Where processing purposes are jointly determined, responsibilities must be separately allocated under Article 26 GDPR and the essence communicated to the guest. The particular artist and service provider named in the quotation are identified during discussions with the guest.

17.12. Technical consent tool

CookieAdmin is a technical tool for managing cookie choices. Naming a plugin developer does not itself mean personal data are disclosed to that developer. BON3 grants no general authorisation for further use beyond data needed to manage consent. The Controller makes data accessible only as necessary for the purpose. Data subjects may request information about actual recipients by exercising their GDPR right of access.

18. International transfers

18.1. Services concerned

Because Google, Meta and TikTok operate internationally, platform-related data may be transferred outside the European Economic Area (EEA) or accessed from there. A European provider address does not mean data are processed exclusively in Europe.

18.2. Safeguards

Chapter V GDPR governs such transfers. They may rely on an adequacy decision applicable to the recipient and processing or appropriate safeguards, such as GDPR standard contractual clauses (SCCs), with necessary supplementary measures. The EU–US Data Privacy Framework applies only to appropriately certified organisations within its scope. Website or photographic-use consent does not automatically replace international transfer safeguards.

18.3. Provider notices and copies

The following official notices explain providers' own international processing, destination countries, recipients and safeguards:

- Google: https://policies.google.com/privacy and https://policies.google.com/privacy/frameworks
- Meta: https://www.facebook.com/privacy/policy/
- TikTok: https://www.tiktok.com/legal/page/eea/privacy-policy/en and https://www.tiktok.com/legal/page/eea/transferee-countries/en

For information about a particular transfer relating to BON3 and a copy of, or access to, the relevant safeguard, contact bon3.tattoo@gmail.com. Disclosure is limited to data necessary for the purpose.

19. Summary of retention periods

Read this summary together with the individual sections. Longer statutory retention or retention for substantiated legal claims applies only to necessary data.

- Booking closed without a contract: up to six months after closure; unnecessary images deleted earlier (section 3).
- Contract performance: for as long as needed for performance; afterwards, necessary legal-claims data generally for no more than five years (section 4).
- KATA documents and revenue records: until the end of the fifth calendar year following the tax year of issue, subject to statutory circumstances changing retention (section 5).
- Payment data: supporting-document data under section 5; other necessary evidentiary data under section 6.
- Simple email and social enquiries: up to six months after closure; contractual content according to its own purpose (sections 7 and 12).
- Consumer complaint record and response copy: three years, subject to separate rules for substantiated disputes.
- Calendar: until the scheduling purpose ends, followed by deletion or a non-identifiable event (section 8).
- Technical logs: general access/error logs 30 days; dedicated security logs 90 days; necessary evidence of specific incidents may be retained separately for longer (section 9).
- Cookies and other local storage: necessary storage follows the session or selected function's duration; section 10 governs consent and non-essential storage.
- GA4: applicable user/event retention 14 months, with no reset on new activity; not a limit for all report history (section 11).
- Marketing recordings and direct guest testimonials: until withdrawal or earlier end of purpose; evidentiary records are treated separately (sections 13–14).
- Health data: as long as required for service safety; only necessary documentation for a separately substantiated legal claim under section 15.
- 18+ declaration and verification fact: the period applicable to the particular booking/session case (section 16).

Deletion must also take account of data in related correspondence, upload storage and copies. BON3's chosen backup retention is a rolling 30 days: older backups must be overwritten or deleted. Data deleted from the live system may remain in earlier, restricted-access backups until the backup cycle ends, for up to a further 30 days. Data restored from backups that should already be deleted must not be reused for ordinary administration.

20. Data subject rights

Subject to GDPR conditions, data subjects may request information, access, a copy, rectification, erasure or restriction. Data portability may also apply to automated processing based on consent or contract.

Processing based on legitimate interest may be challenged on grounds relating to the person's particular situation. Objections to direct marketing may be made at any time, after which data must not be processed for that purpose.

Consent may be withdrawn at any time without affecting earlier lawful processing. Erasure is not unconditional: statutory duties or necessary processing for legal claims may justify further retention.

Requests may be sent to bon3.tattoo@gmail.com. BON3 responds without undue delay and no later than one month after receipt. Under GDPR conditions this may be extended by a further two months; the extension and reasons are communicated within the first month.

Where there are reasonable doubts about identity, only necessary additional identification information may be requested. Handling is generally free of charge. A demonstrably manifestly unfounded or excessive request may lead to a reasonable fee or refusal under the GDPR. Refusal includes information about reasons and remedies.

21. Complaints and remedies

Processing questions or complaints may be sent to bon3.tattoo@gmail.com. Data subjects need not contact BON3 first before seeking supervisory or judicial remedies. Section 20's deadline applies to data protection rights requests.

Supervisory authority

Nemzeti Adatvédelmi és Információszabadság Hatóság (NAIH)

Hungarian National Authority for Data Protection and Freedom of Information

- Registered office: 1055 Budapest, Falk Miksa utca 9–11., Hungary;
- website: https://www.naih.hu
- enquiries email: ugyfelszolgalat@naih.hu
- official initiation of proceedings: https://www.naih.hu/online-ugyinditas

According to NAIH, proceedings cannot be initiated by ordinary email; the official submission method appropriate to the case must be used. A complaint may in particular be lodged with the supervisory authority in the Member State of the data subject's habitual residence, workplace or place of the alleged infringement.

Judicial remedy

Subject to GDPR conditions, data subjects may seek judicial remedies and compensation for material or non-material damage caused by an infringement. Supervisory complaints and judicial remedies do not automatically exclude one another.

22. Data security

BON3 must ensure protection through technical and organisational measures proportionate to the nature, quantity and purposes of the data and the risks to data subjects.

Safeguards must cover, in particular:

- restricting access to systems and devices;
- individual access permissions and revocation for departing collaborators;
- appropriate authentication and protection of accounts and devices;
- maintenance of the website and software;
- appropriate protection during electronic transfer and storage;
- protected storage of paper session declarations;
- segregation of health data and other data requiring enhanced protection;
- necessary backups, recoverability and deletion procedures;
- confidentiality and data protection duties of collaborators with access;
- regular review of measures.

Artists' access is limited to data needed for their own duties. Section 17 governs technical-operator access. This public notice does not disclose security-system details that would compromise protection.

The selected backup rule is rolling 30-day retention. Overwriting or deleting earlier backups and reapplying deletion lists after restoration must be implemented in technical operations. Section 19 contains the detailed retention rules.

23. Personal data breaches

A personal data breach may involve accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, for example guest data sent to the wrong recipient or a lost session declaration.

BON3 investigates detected breaches, takes steps to reduce consequences, and records the circumstances, effects and measures, including where notification is unnecessary.

If a breach is likely to pose a risk to individuals' rights and freedoms, BON3 notifies NAIH without undue delay and, where feasible, within 72 hours of becoming aware. Delays must be explained; details may be supplied in stages where necessary.

Where a high risk is likely, affected individuals are also informed without undue delay in clear language, except where GDPR exceptions apply.

A processor involved must inform BON3 without undue delay. BON3 assesses its own duties independently.

Suspected breaches may be reported to bon3.tattoo@gmail.com. Please do not send unnecessary sensitive data or another person's complete records with a report.

24. Changes and effective date

BON3 updates this notice when actual processing, providers or legislation change. The current version is published on bon3.hu, also accessible from data-collection interfaces, with a version identifier and effective date. Earlier versions are retained insofar as necessary to evidence the information provided.

Material changes are communicated in a manner appropriate to their nature. Before processing for a new purpose different from the original, the necessary new information must be provided. Where fresh consent is required, it must be requested separately: changing the notice or continued website use does not itself replace it.

Effective date: 1 November 2026.

Version: 1.0 • 1 November 2026.