

# General Terms and Conditions (GTC)



Effective date: June 12, 2024

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## Preamble

Welcome to our website! Thank you for placing your trust in us with your order. If you have any questions regarding these General Terms and Conditions, the use of the website, the services, the purchase process, or if you wish to discuss your specific needs with us, please contact our staff at the provided contact details.

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## Imprint: Data of the Service Provider (Seller, Company)

- Name: CloudMaster Ltd.
  - Headquarters: 2330 Dunaharaszti, Csók István utca 9/c
  - Mailing Address: Dunaharaszti, Csók István utca 9/c
  - Store and Pickup Point Address: <https://clmaster.cloud/contact>
  - Registry Court: Budapest Surrounding Regional Court Company Registry Company  
Registration Number: 13-09-217857
  - Tax Number: 27723797-2-13
  - Representative: Csaba Mózes
  - Email: [info@clmaster.eu](mailto:info@clmaster.eu)
  - Website: <http://clmaster.cloud>
  - Bank Account Number: IBAN: LT66 3250 0117 8761 1735
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## Definitions

**Parties:** Seller and Buyer collectively

**Consumer:** A natural person acting for purposes outside their trade, business, craft, or profession who uses, orders, receives, or takes the service, or is the recipient of commercial communication or an offer related to the service. For the rules applicable to the conciliation body – with the exception of the application of the Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013, on the online resolution of consumer disputes, as well as the amendments to Regulation (EC) No 2006/2004 and Directive 2009/22/EC – a consumer is also deemed to be a civil organization, church legal entity, condominium, or housing cooperative acting for purposes outside their professional activity, that orders, receives, uses, or is the recipient of commercial communication or an offer related to the goods.

**Consumer Contract:** A contract where one party is a consumer

**Website:** This website, which is used to conclude the contract

**Contract:** A sales contract or a service agreement concluded between the Seller and the Buyer using the Website and electronic mail

**Means of Distance Communication:** Tools enabling the conclusion of the contract without the simultaneous physical presence of the parties, particularly the addressed or unaddressed form, standard letter, advertisement in a printed press with order form, catalog, telephone, telefax, and internet access

**Distance Contract:** A consumer contract where the service is provided without the simultaneous physical presence of the parties in a system organized for distance selling, with the exclusive use of means of distance communication

**Service Agreement:** Any contract other than a sales contract where the business provides or undertakes to provide a service to the consumer, including digital services

**Business:** A person acting in the course of their trade, profession, or business

**Buyer/You:** A person who makes a purchase offer through the Website

**Warranty:** Warranty under the Civil Code for the performance of the contract, voluntarily undertaken by the business in addition to or in the absence of a statutory obligation

**Digital Service:**

1. A service that allows the consumer to create, process, store, or access digital data, or
2. A service that allows the sharing or other interaction with digital data uploaded or created by the consumer and other users of the service

**Digital Content:** Data produced and supplied in digital form

**Functionality:** The ability of goods containing digital elements, digital content, or digital service to perform functions meeting its intended purpose

**Interoperability:** The ability of goods containing digital elements, digital content, or digital service to work with hardware and software different from those with which the same type of goods, digital content, or digital services are usually used

**Compatibility:** The ability of goods containing digital elements, digital content, or digital service to work together without the need for conversion

**Durable Medium:** Any device enabling the consumer or business to store information addressed personally to them in a way accessible for future reference for a period adequate for the information's purposes and allowing unchanged reproduction of the stored information

**Purchase Price:** Consideration payable for goods, as well as for digital content service

**Digital Environment:** The hardware, software, and network connection used by the consumer to access or use digital content or digital service

**Integration:** The connection and embedding of digital content or digital service with various components of the consumer's digital environment to be usable in compliance with the contract

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## **Applicable Laws**

The Contract is governed by Hungarian law, particularly the following laws:

- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services
- Act V of 2013 on the Civil Code
- Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses
- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information
- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence, or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR)
- Government Decree 373/2021 (VI. 30.) on the detailed rules of contracts for the supply of digital content and digital services and for the sale of goods

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## **Scope, Acceptance of GTC**

The content of the contract between us – alongside mandatory statutory provisions – is determined by these General Terms and Conditions (GTC). Consequently, these GTC include the rights and obligations of you and us, the conditions of the contract's conclusion, delivery deadlines, payment terms, liability rules, and conditions for exercising the right of withdrawal. The technical information necessary for using the Website, not contained in these GTC, is provided by other information available on the Website. You are obliged to familiarize yourself with the provisions of these GTC before finalizing your order.

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## **Contract Language and Form**

The language of contracts falling under these GTC is Hungarian. The contracts under these GTC are not considered written contracts, and the Seller does not file them.

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## **E-Invoice**

Our company uses electronic invoices in accordance with Section 175 of Act CXXVII of 2007. By accepting these GTC, you consent to the use of electronic invoices.

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## **Prices**

Prices are in Hungarian Forints and include 27% VAT. The possibility of modifying prices for business policy reasons is not excluded. Price changes do not affect already concluded contracts. If the Seller has incorrectly indicated the price and an order has been placed but a contract has not yet been concluded, the Seller will act according to the "Procedure for Incorrect Price" section of the GTC.

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## **Procedure in Case of Incorrect Price**

An obviously incorrectly indicated price is considered:

- A price of 0 HUF,
- A discounted price incorrectly showing the discount (e.g., offering a service originally priced at 1000 HUF for 500 HUF with a 20% discount).

In the case of an incorrectly indicated price, the Seller offers the opportunity to purchase the service at the real price, based on which the Buyer can decide whether to order the service at the real price or cancel the order without any adverse legal consequences.

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## **Complaint Handling and Legal Remedies**

The consumer can submit their complaint regarding the services or the behavior, activity, or omission of the Seller at the following contact details and methods:

In person orally at the following address: <https://clmaster.cloud/contact>

Customer service opening hours: 7 x 24 hours

In writing via the following website: <http://clmaster.cloud> In writing via the following email address: [info@clmaster.eu](mailto:info@clmaster.eu)

The consumer may orally or in writing communicate their complaint to the company regarding the behavior, activity, or omission directly related to the sale or marketing of goods to consumers. The company is obliged to immediately examine the oral complaint and remedy it as necessary. If the consumer disagrees with the handling of the complaint or the immediate investigation is not possible, the company is obliged to immediately record the complaint and its standpoint regarding the complaint, and provide a copy to the consumer if the complaint was communicated in person. For oral complaints made by phone or other

electronic communication services, the consumer must receive a substantive response within 30 days, complying with the requirements for written complaints. Otherwise, the company must handle written complaints as follows.

The company must respond to written complaints in writing within thirty days of receipt, unless EU regulations state otherwise. If the complaint is rejected, the company must inform the consumer in writing about the legal remedy available, including the details of the competent authority or conciliation body based on the consumer's residence, their contact details, and the mailing address. The notification must also cover whether the company has made a general submission statement regarding the decisions of the Conciliation Board.

If the consumer dispute between the Seller and the consumer is not resolved during negotiations, the consumer has the following legal remedies:

### **Consumer Protection Procedure**

Filing a complaint with consumer protection authorities. If the consumer perceives a violation of their consumer rights, they are entitled to file a complaint with the consumer protection authority competent based on their residence. After reviewing the complaint, the authority decides on conducting the consumer protection procedure. First-instance consumer protection authority duties are performed by the capital and county government offices based on the consumer's residence, the list of which can be found here: <https://www.kormanyhivatalok.hu/>

### **Judicial Procedure**

The customer is entitled to enforce their claim arising from the consumer dispute in court under the provisions of Act V of 2013 on the Civil Code and Act CXIII of 2016 on the Code of Civil Procedure.

### **Conciliation Body Procedure**

If your consumer complaint is rejected, you are entitled to contact the Conciliation Body competent based on your residence or specified in your request. The initiation of the conciliation body procedure requires that the consumer attempt to settle the dispute directly with the business involved. The conciliation body – unless the consumer requests a personal hearing – holds the hearing online via electronic devices ensuring simultaneous audio-visual transmission (hereinafter: online hearing). The business is obliged to cooperate in the conciliation body procedure, send a written response within the deadline set by the conciliation body, and ensure the presence of a person authorized to reach an agreement. In the online hearing, the business representative authorized to reach an agreement must participate online. If the consumer requests a personal hearing, the business representative must at least participate online.

Detailed information on the Conciliation Bodies is available here: <https://www.bekeltetes.hu>

The contact details of the competent Conciliation Bodies:

### **Budapest Conciliation Body**

- Seat: Budapest

- Jurisdiction: Budapest
- Contact:
  - Address: 1016 Budapest, Krisztina krt. 99. I. em. 111.
  - Mailing address: 1253 Budapest, Pf.:10.
  - Phone number: 06-1-488-2131
  - Email: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)
  - Website: bekeltet.bkik.hu

### **Baranya County Conciliation Body**

- Seat: Pécs
- Jurisdiction: Baranya County, Somogy County, Tolna County
- Contact:
  - Address: 7625 Pécs, Majorossy I. u. 36.
  - Phone number: 06-72-507-154
  - Email: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu)
  - Website: baranyabekeltetes.hu

### **Borsod-Abaúj-Zemplén County Conciliation Body**

- Seat: Miskolc
- Jurisdiction: Borsod-Abaúj-Zemplén County, Heves County, Nógrád County
- Contact:
  - Address: 3525 Miskolc, Szentpáli u. 1.
  - Phone number: 06-46-501-090
  - Email: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)
  - Website: bekeltetes.borsodmegye.hu

### **Csongrád-Csanád County Conciliation Body**

- Seat: Szeged
- Jurisdiction: Békés County, Bács-Kiskun County, Csongrád-Csanád County
- Contact:
  - Address: 6721 Szeged, Párizsi krt. 8-12.
  - Phone number: 06-62-554-250/118
  - Email: [bekelteto.testulet@cskik.hu](mailto:bekelteto.testulet@cskik.hu)
  - Website: bekeltetes-csongrad.hu

### **Fejér County Conciliation Body**

- Seat: Székesfehérvár
- Jurisdiction: Fejér County, Komárom-Esztergom County, Veszprém County
- Contact:
  - Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.
  - Phone number: 06-22-510-310
  - Email: [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu)
  - Website: bekeltetesfejer.hu

### **Győr-Moson-Sopron County Conciliation Body**

- Seat: Győr
- Jurisdiction: Győr-Moson-Sopron County, Vas County, Zala County
- Contact:
  - Address: 9021 Győr, Szent István út 10/a.
  - Phone number: 06-96-520-217
  - Email: [bekeltetotestulet@gymkik.hu](mailto:bekeltetotestulet@gymkik.hu)
  - Website: [bekeltetesgyor.hu](http://bekeltetesgyor.hu)

### **Hajdú-Bihar County Conciliation Body**

- Seat: Debrecen
- Jurisdiction: Jász-Nagykun-Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár-Bereg County
- Contact:
  - Address: 4025 Debrecen, Vörösmarty u. 13-15.
  - Phone number: 06-52-500-710
  - Email: [bekelteto@hbkik.hu](mailto:bekelteto@hbkik.hu)
  - Website: [hmbekeltetes.hu](http://hmbekeltetes.hu)

### **Pest County Conciliation Body**

- Seat: Budapest
- Jurisdiction: Pest County
- Contact:
  - Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.
  - Phone number: 06-1-792-7881
  - Email: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)
  - Website: [panaszrendezes.hu](http://panaszrendezes.hu)

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### **Online Dispute Resolution Platform**

The European Commission has created a website where consumers can register, allowing them to resolve disputes related to online purchases by filling out a complaint form, avoiding court proceedings. This enables consumers to enforce their rights without being hindered by distance, for example. If you wish to file a complaint regarding a product or service purchased online and do not want to go to court, you can use the online dispute resolution tool.

The platform is available here:

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

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### **Partial Invalidity, Code of Conduct**

If any provision of these GTC is legally incomplete or invalid, the remaining parts of the contract remain in force, and the invalid or defective part shall be replaced by the applicable legal provisions. The Seller does not have a code of conduct under the law prohibiting unfair commercial practices against consumers.



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## **Operation of Digital Content, Technical Protective Measures**

The availability of the servers providing data on the website exceeds 99.9% annually. Regular backups are made of the entire data content, ensuring that the original data can be restored in case of a problem. Data appearing on the website is stored in MSSQL and MySQL databases. Sensitive data is stored with adequate encryption strength, using hardware support built into the processor for encoding.

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## **Information on Essential Characteristics of Services**

We provide information on the essential characteristics of the services available for purchase on the website in the descriptions of each service.

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## **Conditions for Providing Services**

Under this contract, the Service Provider ensures the availability of VPS services to Buyers. Registration is permitted for both natural and legal persons. VPS service means renting the hard disk space (hereinafter: server) of hardware devices operated by the Service Provider (computers connected to the internet) for usage purposes. The Service Provider is responsible for providing the necessary hardware and software required for using the services.

The Service Provider provides the service during the rental period covered by the server rental fee, except when the internet connection is interrupted due to unavoidable external reasons, or due to reasons attributable to the Internet Service Provider, or when operational disruption occurs due to reasons beyond the control of the Service Provider (e.g., power outage, natural disaster). The Service Provider is not liable for damages resulting from the reasons specified in this section.

The Service Provider does not assume liability for erroneous configuration settings, modifications, or repairs made by the Buyer but guarantees that the hosting is suitable for contractual use and running the software in basic settings as specified on the website.

The Service Provider reserves the right to suspend the service for system maintenance purposes on pre-announced days.

The Service Provider implements the service on its hosting under its management.

The Parties declare that the Buyer acquires only the right to dispose of the ordered hosting, which does not extend to the hardware and software devices managed by the Service Provider for the service.

The Service Provider guarantees availability according to the technical descriptions available on the website, which is also accessible to the Buyer.

If the Buyer places personal data on the provided hosting, the Service Provider becomes the data processor of the Buyer. The provisions of this contract govern the data processing relationship.

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### **Rights and Obligations of the Parties**

The Buyer is obliged to pay the fees for the services provided by the Service Provider. The fee includes all charges necessary for the uninterrupted use of the service. The fee amount may change due to modifications requested by the Buyer.

The Buyer configures, restarts the software on the hosting. The Buyer may request assistance from the Service Provider for software settings but cannot compel the Service Provider to perform the settings, modifications, and updates.

The Buyer must not harm the good reputation of the Service Provider.

The Buyer is solely responsible for the civil and criminal consequences of any files uploaded that violate the law. The Service Provider will immediately remove files containing illegal content, especially advertisements.

The Service Provider is only obliged to receive emails from the Buyer sent from the email address provided at the time of order.

The Service Provider reserves the right to adjust the service size according to usage to improve performance but makes it available according to the order for the Buyer.

The Buyer may not provide access to the web administration interface to others (briefly: webadmin). The Buyer is responsible for all activities resulting from access to the web administration interface.

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### **Termination of the Contract**

Either party may terminate this contract with a written declaration to the other party. In this case, the contract terminates on the last day covered by the rental fee.

If the Buyer places content on the rented server that violates the law or abuses the service provided by the Service Provider, the Service Provider may terminate the server rental agreement with immediate effect.

The Service Provider may also exercise its right of immediate termination if the Buyer does not fulfill the rental fee payment obligation within 7 days of the due date.

Upon termination of the contract, the Service Provider will delete the files placed by the Buyer on the hosting without warning.

If the Buyer's behavior towards the Service Provider is malicious, harmful, or offensive, the Service Provider may terminate the contract immediately.

The Buyer is entitled to install and run programs on the hosting and store data.

The Buyer may not transfer the Service to third parties without the prior permission of the Service Provider. Breach of this obligation constitutes a serious breach of contract, and the Service Provider is entitled to terminate the contract immediately on this ground.

If the Service Provider detects that the Buyer is violating copyright laws or engaging in other illegal activities, it is entitled to suspend, restrict the Service, or terminate this contract with immediate effect.

The Service Provider is not obliged to monitor the information it merely stores or makes accessible, nor is it obliged to seek facts or circumstances indicating illegal activity.

In cases defined in Section 13 (1) of the E-Commerce Act, the Service Provider must conduct a notification and removal procedure, the detailed rules of which are defined in Section 4 of the contract.

The Service Provider must remove data from its Service that infringes the personality rights of minors under Section 13 (13) of the E-Commerce Act.

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### **Service Provider's Procedure in Notification and Removal Process**

Upon receiving the notification, the Service Provider:

- Takes action to terminate access to the infringing content within 12 hours of receiving the notification, and
- Notifies the Buyer in writing within 1 business day of the action taken, indicating that the removal was based on a notification alleging infringement from a legitimate right holder.

The Service Provider must refuse to provide access to or remove the information if it has already acted on a notification regarding the same information from the same right holder or their authorized representative, unless a court or authority ordered the removal or access prohibition.

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### **Consumer's Objection to Removal**

The Buyer may object to the removal of the concerned information in a private document of full probative value or an official document within 8 days of receiving the written notification. The objection must include:

- Identification of the removed or made inaccessible information, including the network address where it was previously accessible, and the Buyer's data specified in Section 4 (1) (a)-(e) and (g) of the E-Commerce Act,
- A justified statement that the information provided by the Buyer does not infringe the right holder's rights.

Upon receiving the objection, the Service Provider must immediately make the information accessible again and notify the right holder by sending the objection, except if the removal or access prohibition was ordered by a court or authority.

If the Buyer acknowledges the infringement or fails to submit an objection within the deadline, or the objection does not contain the required data and statement, the Service Provider must maintain the prohibition on providing access to the information or its removal.

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### **Obligations After Termination of Data Processing**

The Buyer and the Service Provider agree that after the termination of ad hoc data processing, the Service Provider will delete or irreversibly anonymize all data stored in its IT system or return it to the Buyer. If the Buyer orders the deletion or irreversible anonymization of the data, the Service Provider must ensure the final and irretrievable deletion of the data within 30 days from all files of the Service Provider and its Contributors (including electronic and paper files). The deletion must extend to copies made of the data. If the Buyer orders the return of the data, the Service Provider must return the data intact and in full within 30 days.

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### **Correction of Data Entry Errors - Responsibility for Provided Data**

Before finalizing the order, you have the continuous opportunity to modify the data you entered (clicking the back button in the browser opens the previous page, allowing the entered data to be corrected even if you have moved to the next page). Please note that it is your responsibility to ensure the accuracy of the data you enter, as the service will be invoiced and provided based on the data you provided. Note that incorrectly provided email addresses or the fullness of the mailbox associated with the email address may result in the failure of the confirmation receipt and prevent the contract's conclusion.

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### **Using the Website**

Purchasing requires registration.

1. Logging in and Account Management:
  - Visit the VPS subscription portal and log in with your registered account.
  - If you do not have an account, click the "Registration" button and follow the instructions to create an account.

## 2. Purchasing a VPS Subscription:

- After logging in, select the desired VPS subscription from the available options.
- Specify the subscription period and other additional options, then click the "Order" button.
- Follow the instructions to complete the payment.

## 3. Configuring and Managing VPS:

- After successfully purchasing the subscription, log in to the VPS control panel.
- Here, you can configure and manage your VPS service, including starting and stopping it.

## 4. Billing and Managing Invoices:

- Access your invoices and payment history through the VPS subscription portal.
- Track current and previous invoices, and view payment history.

## 5. Support and Assistance:

- If you have any questions or problems using the VPS subscription portal, contact us through the available support channels.
- We offer online chat support, you can send a message through the portal, and you can also contact us via email.

### **Finalizing the Order (Offer)**

If you have verified that the contents of the cart match the services you wish to order and your data is correct, you can finalize your order by clicking the "Place Order" button. The information provided on the website does not constitute an offer from the Seller to conclude a contract. In the case of orders covered by these GTC, you are considered the offeror. By clicking the "Place Order" button, you expressly acknowledge that your offer is considered made and your declaration, if confirmed by the Seller according to these GTC, entails a payment obligation. The Seller is obliged to confirm the receipt of your order electronically without delay. If this confirmation does not arrive within the expected time frame depending on the nature of the service, but no later than 48 hours from the time of sending your order, you are released from the obligation of the offer or contract.

### **Processing the Order and Contract Formation**

You can place your order at any time. The Seller will confirm your offer by email within 48 hours of sending your offer at the latest. The contract is formed when the confirmation email sent by the Seller becomes accessible to you in your email system.

### **Payment Methods**

#### **Credit Card Payment**

You can pay quickly and securely with a credit card in our online store.

## **Delivery Time**

The general delivery time for orders is no more than 1 hour from the order confirmation.

## **Sales Abroad**

The Seller does not distinguish between customers using the website within Hungary and those within the European Union. Unless otherwise provided in these GTC, the Seller ensures the delivery/receipt of the ordered services within Hungary. The provisions of these GTC also apply to purchases outside Hungary, provided that the relevant regulations stipulate that the buyer is a consumer who is a citizen or resident of a member state or a business established in a member state and purchases goods or services within the EU exclusively for end-use. A consumer is a natural person acting for purposes outside their trade, business, craft, or profession. The language of communication and purchase is primarily Hungarian; the Seller is not obliged to communicate with the Buyer in the language of the member state of the Buyer. The Seller is not obliged to comply with the non-contractual requirements of the Buyer's national law related to the relevant service, such as labeling or sector-specific requirements, nor to inform the Buyer of these requirements. Unless otherwise provided by the Seller, Hungarian VAT is applied to all services. The Buyer can exercise their enforcement rights according to these GTC. When using electronic payment solutions, payment is made in the currency specified by the Seller. The Seller may withhold the performance of the service until it is confirmed that the payment of the service fee and delivery fee has been successfully and completely made using the electronic payment solution (including cases where the service price paid by transfer is not fully received by the Seller due to exchange rates and bank charges). If the service price is not fully paid, the Seller may request the Buyer to supplement the purchase price. To ensure the performance of the service, the Seller provides the same access possibilities to non-Hungarian buyers as to Hungarian buyers.

## **Consumer Information Based on Government Decree 45/2014 (II. 26.)**

### **Information on the Consumer's Right to Withdraw**

According to Section 8:1 (1) 3 of the Civil Code, a consumer is only a natural person acting for purposes outside their trade, business, craft, or profession, so legal entities cannot exercise the right of withdrawal without justification. Under Section 20 of Government Decree 45/2014 (II. 26.), the consumer has the right to withdraw without justification. The consumer can exercise their right of withdrawal in the case of a contract for the provision of services within fourteen days from the conclusion of the contract. The 14-day withdrawal period provided by Government Decree 45/2014 (II. 26.) is a voluntary commitment by the Seller beyond the statutory period. If the consumer has made an offer to conclude the contract, they have the right to withdraw the offer before the contract is concluded, which terminates the binding offer to conclude the contract.

### **Withdrawal Statement to Exercise the Consumer's Right of Withdrawal**

The consumer can exercise the right provided in Section 20 of Government Decree 45/2014 (II. 26.) by a clear statement to this effect or by using the withdrawal form available for download from the website. In the case of written withdrawal or termination, it is sufficient to send the statement of withdrawal or termination within 14 days.

## **Validity of the Consumer's Withdrawal Statement**

The right of withdrawal is considered to be exercised within the deadline if the consumer sends their statement within 14 days. The 14-day withdrawal period provided by Government Decree 45/2014 (II. 26.) is a voluntary commitment by the Seller beyond the statutory period. The consumer bears the burden of proof that they exercised their right of withdrawal in accordance with these provisions. The Seller is obliged to confirm the consumer's withdrawal statement electronically upon receipt.

## **Seller's Obligations in Case of Consumer Withdrawal**

### **Seller's Refund Obligation**

If the consumer terminates the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller will refund the full amount paid by the consumer, including the costs incurred in connection with the performance, no later than fourteen days from becoming aware of the withdrawal. If the consumer terminates the contract after the performance has started, they are obliged to pay the Seller the proportional fee for the service performed until the time of the termination. The proportional amount to be paid by the consumer must be determined based on the total amount of the consideration specified in the contract, including tax. If the consumer proves that the total amount determined in this way is excessively high, the proportional amount must be calculated based on the market value of the services performed until the termination of the contract.

### **Method of Refund by the Seller**

In the event of termination in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller will refund the amount due to the consumer in the same way as the consumer used for payment. With the express consent of the consumer, the Seller may use another payment method for the refund, but the consumer cannot be charged any additional fees as a result. The Seller is not liable for delays caused by incorrect or inaccurate bank account numbers or postal addresses provided by the Consumer.

### **Consumer's Rights in Case of Termination**

The consumer does not bear the total or partial cost of the contract for the provision of services if: a) the business did not inform the consumer of the following: aa) the deadline and other conditions for exercising the right of withdrawal, as well as the model withdrawal statement; ab) the consumer did not request the commencement of the service before the expiry of the withdrawal period. The right of withdrawal cannot be exercised in the following cases: The Seller expressly draws your attention to the fact that you cannot exercise the right of withdrawal based on Section 29 (1) a) of Government Decree 45/2014 (II.26.) if the contract is for the provision of services and the service has been fully performed. However, if the contract entails a payment obligation for the consumer, this exception can only be invoked if the performance began with the consumer's express prior consent and acknowledgment that they lose their right of withdrawal once the business has fully performed the contract. If you are entitled to exercise the right of withdrawal but have already used the service, you are obliged to pay the Seller the proportionate fee for the service already used. The fee for the used service is determined by the Seller based on the total amount of the consideration,

including tax, and the market value of the services performed until the termination of the contract.

### **Warranty Information on the Conformity of Services for Consumer Contracts**

This consumer information section is prepared based on the authorization of Section 11 (5) of Government Decree 45/2014 (II.26.) and taking into account Annex 3 of Government Decree 45/2014 (II.26.). The consumer information applies exclusively to Buyers who qualify as consumers; the rules for Buyers who do not qualify as consumers are in a separate chapter.

### **Requirements for Contractual Performance for Digital Content and Digital Service Sales in Consumer Contracts**

The service and the performance must comply with the requirements set out in Government Decree 373/2021 (VI.30.) at the time of performance. For the performance to be considered contractual, the service subject to the contract must:

- conform to the description, quantity, quality, type, and functionality specified in the contract, and have the compatibility, interoperability, and other characteristics defined in the contract;
- be suitable for any purpose for which the consumer made known to the Seller no later than the time of contract conclusion, and which the Seller accepted;
- include all accessories, instructions for use, and customer support specified in the contract, including installation and setup instructions;
- ensure updates specified in the contract. To be considered contractual, the service must also:
  - be suitable for the purposes for which services of the same type are typically used, as prescribed by law, technical standards, or in their absence, by applicable codes of conduct;
  - have the quantity, quality, performance, and other characteristics, particularly functionality, compatibility, accessibility, continuity, and security, that the consumer can reasonably expect for services of the same type, taking into account any public statements made by the Seller, its representative, or other parties in the sales chain, especially in advertisements or labels;
  - have the accessories and instructions that the consumer can reasonably expect, including packaging and installation instructions;
  - conform to the characteristics of the service presented as a sample or model by the Seller before the contract, or made available as a trial version. The service does not need to conform to public statements if the Seller proves that:
    - they were not aware and could not reasonably have been aware of the public statement;
    - the public statement was properly corrected before the contract was concluded; or
    - the public statement could not have influenced the decision to conclude the contract.

### **Requirements for Contractual Performance for Digital Content and Digital Service Sales**

The Seller provides digital content or digital services to the consumer. Unless otherwise agreed, the Seller provides the digital content or digital service to the consumer without undue



delay after the conclusion of the contract, in the latest version available at the time of contract conclusion.

The service is considered performed when:

- the digital content or any solution necessary to access or download it is available to the consumer or to a physical or virtual device chosen by the consumer for this purpose; or
- the digital service is made accessible to the consumer or to a physical or virtual device chosen by the consumer for this purpose. The Seller must ensure that the consumer receives and installs updates, including security updates, necessary to maintain the contractual conformity of the digital content or digital service. The Seller makes updates available for:
  - the duration of the continuous provision of the digital content or digital service specified in the contract, or
  - a reasonable period expected by the consumer, considering the type, purpose, circumstances, and provisions of the contract, as well as the practices and habits of the parties involved, if the contract provides for a one-time service or a series of individual service actions. If the contract provides for the continuous provision of digital content or digital service over a specified period, the performance must be contractual throughout the contract period. If the consumer does not install updates provided by the Seller within a reasonable time, the Seller is not liable for defects resulting solely from the absence of the relevant update, provided that:
    - the Seller informed the consumer of the availability of the update and the consequences of failing to install it; and
    - the failure to install or incorrect installation of the update by the consumer is not due to a deficiency in the installation instructions provided by the Seller. Non-compliance cannot be established if the consumer was specifically informed before the contract that the digital content or digital service deviates from these requirements and the consumer explicitly accepted this deviation when concluding the contract. The Seller is liable for the non-conformity if the defect in the digital content or digital service results from incorrect integration into the consumer's digital environment, provided that:
      - the integration was performed by the Seller or under the Seller's responsibility; or
      - the consumer performed the integration, and the incorrect integration was caused by deficiencies in the integration instructions provided by the Seller. If the contract provides for a one-time service or a series of individual service actions, the Seller is liable for defects existing at the time of performance, including those necessary for maintaining contractual conformity such as updates and security updates. If the contract provides for the continuous provision of digital content or digital service over a specified period, the Seller is liable for defects that occur or become apparent during the contract period. If the contract provides for a one-time service or a series of individual service actions, it is presumed that defects recognized by the consumer within one year of performance existed at the time of performance unless the Seller proves otherwise. The Seller is not liable if the consumer's digital environment is incompatible with the technical requirements of the digital content or digital service, and the Seller informed the consumer clearly and understandably before the contract about this incompatibility. If the contract provides for the continuous provision of digital content or digital service over a specified period, the Seller must prove that the service was contractual during the contract period if a defect is identified. The Seller is

not liable if the consumer's digital environment is incompatible with the technical requirements of the digital content or digital service, and the Seller informed the consumer clearly and understandably before the contract. The consumer must cooperate with the Seller to verify that the defect is not caused by the consumer's digital environment using technical means available to the Seller that require the least intervention from the consumer. If the consumer fails to comply with this cooperation obligation, after being clearly and understandably informed of this obligation before the contract, the consumer must prove that the defect recognized within one year of performance existed at the time of performance or that the service was not contractual during the contract period.

## **Warranty for Services**

### **What Rights Do You Have Under Warranty?**

You can choose from the following warranty claims:

- You can request repair or replacement, unless it is impossible or would incur disproportionate additional costs for the Seller compared to other claims. If you did not request or could not request repair or replacement, you may ask for a proportional reduction of the consideration or, as a last resort, withdraw from the contract.
- You can switch from your chosen warranty right to another, but you must bear the cost unless it was justified or the Seller gave a reason.

### **Special Rules for Warranty Rights for Digital Content and Digital Services**

Even if the consumer is entitled to claim a proportional reduction of the consideration or terminate the contract based on the severity of the non-conformity if:

- repair or replacement is impossible or would incur disproportionate additional costs for the Seller;
- the Seller does not make the service contractual free of charge within a reasonable time and without significant inconvenience to the consumer, considering the nature and purpose of the digital content or digital service;
- non-conformity occurs repeatedly despite the Seller's attempts to make the service contractual;
- the non-conformity is so severe that it justifies immediate price reduction or contract termination; or
- the Seller has not undertaken to make the service contractual or it is obvious from the circumstances that the Seller will not do so within a reasonable time or without significant inconvenience to the consumer.

In case of a warranty claim, the Seller must make the service contractual free of charge within a reasonable time and without significant inconvenience to the consumer, considering the nature and purpose of the digital content or digital service. The Seller may choose the method to make the digital content or digital service contractual depending on the technical characteristics of the digital content or digital service. The proportional reduction is appropriate if the amount corresponds to the difference between the value of the service provided and the value the consumer would have received if it had been contractual. If the contract provides for the continuous provision of digital content or digital service over a

specified period, the proportional reduction must apply to the period during which the service was non-contractual. If the consumer wants to terminate the contract due to non-conformity, the Seller must prove that the non-conformity is insignificant. If the Seller provides digital content or digital services, or undertakes to do so, and the consumer provides personal data to the Seller, the consumer is entitled to terminate the contract even for an insignificant defect but cannot claim a proportional reduction of the consideration. The consumer's right to terminate the contract is exercised by a declaration addressed to the Seller. If the Seller fails to perform, the consumer must request performance. If the Seller fails to perform despite the consumer's request, the consumer can terminate the contract. The consumer can terminate the contract without a request if:

- the Seller did not undertake to provide the digital content or digital service; or
- it is clear from the circumstances that the Seller will not provide the digital content or digital service; or
- it is clear from the circumstances that the consumer needs performance at a specified time, and the Seller fails to perform. In case of contract termination, the Seller must refund the full amount paid by the consumer. If the service was contractual for a specified period before termination, the Seller is not obliged to refund the consideration for that period. In this case, the Seller must refund the part of the consideration related to the non-contractual period and any advance payment for the remaining contract period. If the consumer is entitled to a proportional reduction or contract termination, the Seller must refund within fourteen days of becoming aware of the exercise of this right. The Seller refunds the amount due to the consumer in the same way as the consumer used for payment. With the express consent of the consumer, the Seller may use another payment method, but the consumer cannot be charged any additional fees. The costs of the refund are borne by the Seller.

## **Warranty for Services Provided to Non-Consumers**

### **Rights Under Warranty for Non-Consumers**

A Buyer who is not a consumer can choose from the following warranty claims:

- You can request repair or replacement unless it is impossible or would incur disproportionate additional costs for the Seller compared to other claims. If you did not request or could not request repair or replacement, you may ask for a proportional reduction of the consideration or, as a last resort, withdraw from the contract. You can switch from your chosen warranty right to another, but you must bear the cost unless it was justified or the Seller gave a reason. For non-consumer buyers, the warranty claim period is 1 year, starting from the date of performance (delivery).