ConfCat GTC

**GENERAL TERMS AND CONDITIONS
v2.0**

The following general terms and conditions include the content of the cooperation between fps ecosytem Kft. (preferred to as *Service Provider*), as the operator of the www.confcat.com website and the application developer of ConfCat, as well as the consumer (preferred to as *User*) using the application developed by the *Service Provider*, as well as the rights and obligations of the parties.

SERVICE PROVIDER'S DATA

fps ecosystem Kft.
Headoffice: 3525 Miskolc, Dayka Gábor u. 1–7. B lh. Fsz/2.
C. R. No.: 05-09-010213
recording authority: Miskolc Registry Court
Tax number: 13002459-2-05
telephone: +36/20-282-0304
email: akta@fps.hu
bank account number: CIB Bank Zrt. 10700086-68884246-51100005
representative: managers István Zoltán Kolozsi
as service provider, referred to as *Service Provider*

contract language: Hungarian
 data of the web space provider:
address of the online store: www.confcat.com

THE USER

Every natural or legal person who orders the service from the www.confcat.com website and is registered as the user of the ConfCat application by the *Service Provider* qualifies as *User*.

I. BASIC PROVISIONS

1.1. Under the present contract, the *Service Provider* provides IT services specified in the present contract, based on the regulated ordering, against payment adjusted for the *User.*

The *User* agrees that this contract, which was concluded in the manner prescribed, is regarded as a contract concluded in writing.

1.2. This contract is in force and applicable to the parties' all legal relationships concerning the usage of the software regulated in this contract. The term of the contract lasts from the moment of contracting until the period of time laid down in Chapter III and until the termination of any of the parties.
The service is restricted for use since the moment of contracting, can be entirely used only after the financial execution of the service fee.

1.3. The contract with the present content is in effect from 01. 07. 2015.
The *Service Provider* reserves the right to unilaterally amend the General Terms and Conditions subject to prior notification to the *User.* The *User* will accept the amended conditions if he orders the service after their entry into force.

1.4. In the case of issues not covered in this contract and interpreting the contract is governed by the Hungarian law, having special respect to the Act V. of 2013 on the (Civil Code) and to the relating provisions of the Act CVIII of 2001 on electronic commercial services and information society services.

1.5. The software or application, on which the service, laid down in Chapter III of this contract, is based, its programming elements, source code, and unique graphic elements are considered as the *Service Provider's* intellectual creation, whereby all related property rights belong to the *Service Provider.*

II. DATA PROCESSING RULES

2.1. The detailed data processing prospectus concerning this contract can be found on the www.confcat.com website, which includes the detailed rules of data processing.

III. PRODUCTS AND SERVICES OFFERED

3.1. The *Service Provider* offers two different packages (Compact/Premium) **for sale,** which help to organize and carry out conferences, by providing a custom-designed application. One subscription provides service for one conference at a time. If the applications have the same general, unified name, then several events can take place in the chosen period with the system, but never simultaneously. For simultaneous use more packages should be purchased. The *Service Provider* establishes a separate web platform where the organizers of the conference can achieve, handle and download all the necessary information after logging in. The created platform is responsive, that is, it is accessible to any Internet browser.

3.2. The products for order can be purchased exclusively on the online platform.

3.3. The *Service Provider* gives detailed information about the contents of the packages, the differences between the packages, and the displayability and platforms of the application.

3.4. The *Service Provider* further informs the *User* that the creation of the application is based on the data and photographic documents uploaded by the *User* during the order*.*

3.5. The *User* can choose the best package for himself available on the web site, their prices are:

- **COMPACT package: gross 350 USD**
- **PREMIUM package: gross 1050 USD**

These are gross prices and include VAT.

3.4. The *Service Provider* informs the *User* that the service purchased is available and can be used exclusively for 4, that is four months in the case of all the three packages.

3.5. The *Service Provider* informs the *User* that the demo version of the ConfCat system is available and can be tested freely on the www.confcat.com website.

3.6. While using the service ordered, the data uploaded by the creators of the application, the *User's "*favourites" and ratings regarding the conference belong to the *User*.

IV. PROCEDURE OF THE ORDER

4.1. To order, it's important to fill in the forms displayed on the website for the *User,* and to send the order, in which the *User* indicates the package he intends to buy. The *Service Provider* shall send an email confirming the order to the *User* within three working days*.* If the *User* sends his order to the *Service Provider* and the letter of confirmation arrives at the *User* within three working days, hence the contract concludes between the *Service Provider* and the *User.*

4.2. If the letter of confirmation does not arrive within three working days at the *User,* he is exempted from the offer validity and the contractual obligation. The order and the email of confirmation can be considered arrived at the *Service Service Provider* and the *User,* when these are accessible to them.

4.3. Following the arrival of the order, the *User* shall send the following data in a form of a list to the *Service Provider*:

- full name of the conference
- date of the conference
- a short name (maximum 12 characters) chosen by a *User* for the conference
- a sort description about the conference, which is used as the description of the application by the *Service Provider*
- the official Internet address of the conference
- specifying of an email address and a password to creat an administrative platform (the password can be freely changed after logging in by the *User*)

- a size of 1024*1024 (square) pixel image for the app stores and the web application
- billing data (company name, tax number)

After the ordering, the application is made by the *Service Provider* according to the abovementioned data provided by the *User,* so the *Service Provider* shall not be liable for the appropriateness of the data or any default resulting from the wrongly given data.

4.4. The request to correct the wrongly given data, if any, can be sent via email at the hello@confcat.com address, indicated on the web site, until the application is completed.

4.5. After sending the order, the *Service Provider* will issue an electronic invoice for the *User* and send it via email to the *User.*

4.6. If the wire based on the package which was chosen by the *User* is arrived and credited by the *Service Provider,* the *Service Provider* shall launch the administrative platform and the web application within 3 (three) working days, about what he informs the *User* via email.

4.7. After that, the *Service Provider* sends the applications made by him - if the package incudes - into the app store. As soon as the applications are released and become available in the app store, the *Service Provider* sends the availabilities to the *User.*

The *Service Provider* further informs the *User* that it takes time to for the established applications to appear in the app stores according to the followings:

- **Google Play: within 1–2 days**
- **Apple App Store: within 2–3 days**

The *Service Provider* informs the *User* that the time of appearance of the developed applications in app stores is determined by the runners of the stores, therefore the above mentioned arrival times can be changed in the future.

V. THE SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

5.1. While the contract is in force, the *Service Provider* is obliged to constantly ensure the possibility to use the application and its functionality.

5.2. The *Service Provider* undertakes 99% service availability. If the *User* was unable to use the system during the course of the operation for reasons within the *Service Provider's* interests for more than 1% of the subscription period, – excluding when the service is suspended force majeure – the *User* may claim a proportional fee reduction.

5.3. The *Service Provider* is entitled to use all the information provided by the *User* exclusively in order to operate the application. Exceptions are allowed only with the *User's* permission. Further information regarding data protection and data processing can be found in the Data Protection Regulation.

5.4. The *Service Provider* is entitled to check the basic data – which are necessary for the identification – provided by the *User.*

VI. THE *USER'S RIGHTS AND OBLIGATIONS*

6.1. The *User* is entitled to use all the basic services of the application.

6.2. Regarding to the user identification and password, the *User* shall be bound by an obligation of confidentiality owed to third parties, based on that he is obliged to keep them secret. The *User* is liable for any damage resulting from the breach of this obligation.

VII. RIGHT TO TERMINATE

7.1. The *User* is entitled to terminate the contract within 14 days of ordering without giving reasons. The deadline for termination is 14 days of sending the order, which expires 14 days after concluding the contract.

If the *User* intends to exercise his right to terminate, he is obliged to send an explicit statement including his intent to terminate (e.g. by post, fax, or electronic means to the following address: hello@confcat.com). For this purpose, he can use the termination statement sample provided on the website.

The *User* exercises his right to terminate, if he sends his termination statement before the expiring of the above mentioned period.

7.2. If the *User* asked the *Service Provider* to start the service within the termination deadline, the *User* is obliged to reimburse the sum for the service performed until the termination data in the case of termination. Likewise, we also reimburse the part of the contribution provided by the *User,* which

VIII. GUARANTEE, WARRANTY

8.1. Liability for defects
In the case of the *Service Provider's* defective service performance, the *User* may enforce his claims regarding liability for defects under the rules of the Civil Code.
The *User* – according to his choice – may have the following claims regarding liability for defects:
He may apply for repair or replace, except when the claim chosen by the *User* is impossible or it would be an extra cost for the *Service Provider* compering to other claims. If he did not ask or he could not ask for repair or replace, so he can apply for a proportional reduction of the fee or the *User* can repair it on the *Service Provider's* expense, or he can have it repaired with someone or – as a last resort – he may cancel the contract.
He may switch from his right to liability for defects to another one, but the *User* bears the cost of the switch, unless it was justified or the *Service Provider* gave a reason for it*.*

The *User* shall notify about the default as soon as possible, but no later than within two months of the discovering. However, the *Service Provider* calls on the *User's* attention that he cannot enforce his right to liability for defects after a two-year limitation period.

The *User* can enforce his claims for liability of defects against the *Service Provider,* as a company.

In addition to notifying about the problem, there is no other condition to enforce the claim for liability of defects within six month of the performance, if the *User* justifies that the service was provided by the *Service Provider.* After six month of the performance, the *User* is obliged to justify that the default recognised by him had already existed at the time of performance.

8.2. Warranty
In case of defective service performance, the *Provider* is obliged to warranty.
The company is exempt from warranty liability only if he can prove that the problem arose after the performance.
The *Service Provider* calls on the *User's* attention to the fact, that he cannot simultaneously enforce his claims for liability of defects and for warranty concerning the same problem.

IX. HANDLING COMPLAINTS

9.1. The *User* may apply a review of the arising defaults, problems concerning the service, if any, via email sent to the support@confcat.com address.

9.2. The *Service Provider* shall send his opinion concerning the complaint to the *User* not later than 8 days after the complaint made*.*

X. MISCELLANEOUS AND FINAL PROVISIONS

10.1. The *Provider* and the *User* shall resolve their dispute primarily by amicable means. If the *User* and the *Service Provider* have a legal dispute that cannot be settled by amicable means within 30 (thirty) calendar days under the present regulation, they stipulate the exclusive competence of the Miskolc Civil Court or the Miskolc Registry Court depending on threshold.