

# **Hedgehog Family Korlátolt Felelősségű Társaság, Major Boglárka e.v.**

## **Ultraprogram.eu terms**

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General Terms and Conditions

# Contents

Introduction .....	3
1. DATA OF THE PROVIDER .....	4
2. BASIC PROVISIONS .....	5
3. REGISTRATION, PURCHASE .....	6
4. AVAILABLE PRODUCTS AND SOFTWARES .....	7
5. ORDER PROCESS .....	8
6. ORDER PROCESSING AND FULFILMENT .....	11
7. WAIVER CLAUSE .....	12
8. WARRANTIES AND LIABILITIES .....	16
9. PROCEDURE IN CASE OF RIGHT OF GUARANTY (FOR CONSUMER USERS) .....	20
10. OTHER REGULATION .....	21
11. COMPLAINT HANDLING PROCEDURES (FOR CONSUMER QUALIFIED USERS) .....	22
12. INTELLECTUAL PROPERTY RIGHTS .....	28
13. PRIVACY POLICY .....	29
Declaration of withdrawal .....	30
GENERAL TERMS AND CONDITIONS FOR SOFTWARE USE .....	31

# Introduction

The contract made on the basis of this document will not be recorded (it will not be accessible afterwards). It will be concluded only in electronic form, it is not a written contract, it is written in English and it does not refer to a code of conduct. If you have questions about the operation of the webshop and your order process, please contact us via the contact details provided.

The effect of this General Terms and Conditions extends to the contractual relationships of the provider's

(<https://www.ultraprog.eu/en/>) and subdomains. This „general terms and conditions” is available on the following webpage: <https://www.ultraprog.eu/en/terms>

and can be downloaded and printed via the following link: <https://www.ultraprog.eu/en/terms/aszf.pdf>

# 1. DATA OF THE PROVIDER

Name of the Service Provider: Hedgehog Family Korlátolt Felelősségű Társaság, Major Boglárka e.v.

Registered Office (and official place of raising claims): 2700 Cegléd, Otthon utca 2

Contacts of the Provider and the regularly used electronic mailing address for contacting users: info@ultraprog.eu

Company number: 13-09-222090, illetve 55240017

Tax number: 32055683-1-13 / EU VAT No: HU32055683, illetve 56579794-1-33 EU VAT No: HU56579794

Name of the registry authority: Budapest Környéki Törvényszék Cégbírósága, NAV

Telephone number: +36302737638

Language of contract: Hungarian

Name and address of the domain provider:

<https://www.webnode.hu> Webnode AG Gartenstrasse 3, 6304 Zug Svájc,  
info@webnode.hu

## 2. BASIC PROVISIONS

2.1. Issues not regulated in the current Articles and the interpretation of these Articles are governed by Hungarian law, with particular regard to the provisions of Act V of 2013 of the Hungarian Civil Code ("Civil Code") on certain aspects of electronic commerce services and information society services from the 2001 Act CVIII (E-commerce law) and the detailed regulations on consumer-business contracts of Government Decree 45/2014. (II. 26.). The mandatory provisions of the relevant legislation shall apply to the Parties, without any special clause.

2.2. These Articles are effective law since 04 Sept, 2019. and remain in force until revocation. The Service Provider has the right to unilaterally amend the Articles (circumstances that may lead to change: change in shipping cost, change in legislation, business interest, changes in company). The modifications need to be issued 11 (eleven) days before the effective date by the Service Provider on their website - during which time the User is entitled to rescind or terminate the contract. By using this website, the User agrees that all regulations governing the use of this website are automatically applicable to them.

2.3. The Service Provider reserves all rights in connection with the content and dissemination of the website and webpages. It is absolutely forbidden to download, store (electronically), process, or sell any content published in the website or any aspect of the content without the written consent of the Service Provider.

### 3. REGISTRATION, PURCHASE

3.1. By making a purchase/registering on the website, the User declares that he/she has read and accepted the terms and conditions of this GTC and the Privacy Policy published on the website, and agrees to the handling of his/her data.

3.2. The User is obliged to provide his/her real data at the time of purchase/registration. In the event of false or personally identifiable information provided during purchase/registration, the resulting electronic contract will be considered void. The Service Provider disclaims any liability if the User makes use of its services on behalf of another person with the data of another person.

3.3. The Service Provider shall not be liable for delivery delays or other problems or errors due to incorrect and/or inaccurate data provided by the User.

3.4. The Service Provider shall not be liable for any damages resulting from the User's forgetting his/her password or the access of unauthorized persons for any reason not attributable to the Service Provider (if registered on the site).

## 4. AVAILABLE PRODUCTS AND SOFTWARES

4.1. Displayed products can only be ordered online. The prices displayed for the products are in GBP and include the statutory VAT. However, they do not include home delivery charges. No separate packaging costs will be charged.

4.2. In the web shop, the Service Provider details the name, description and product of the product. The images shown on the product data sheet may be different from the actual ones and may be used for illustration purposes.

4.3. If there is a product on sale, the Service Provider should inform the User about the sale and its exact duration.

4.4. If the wrong price is displayed on the website – despite the due diligence of the Service Provider – and the price is obviously incorrect, the Service Provider is not required to deliver the product at the wrong price, especially if there is a significant difference. For example, if the price is set at GBP 0 or GBP 0.01 because of a system error, then the Service Provider shall not be obliged to deliver the product at the incorrect price, but may offer the delivery at the correct price, in the knowledge of which the Customer may refuse to make the purchase. In accordance with the case law of the Hungarian judiciary, a significant difference is generally considered to be a deviation of at least 50% in a positive or negative direction from the market value of the given product or service. However, consumers are informed that the concept of striking value imbalance (Section 6:98 of the Civil Code) is not precisely defined by law.

4.5. In the case of a defective price as described in Section 4.4, there will be a noticeable mismatch between the true and the indicated price of the product that the average consumer will immediately notice. Pursuant to Act V of the Civil Code of 2013 (Civil Code), the contract shall be created by the mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, i.e. there is no mutually agreed statement on the will of the parties, it is not possible to speak of a valid contract that would give rise to rights and obligations. On this basis, an order that has been confirmed at the wrong/erroneous price is considered to be null and void.

## 5. ORDER PROCESS

5.1. The User logs into the webshop after registration or begins shopping without registering.

5.2. The User selects the colour of the product(s) and chooses the size.

5.3. The User places the chosen product(s) into the cart. The User can view the cart any time by clicking on the “cart” sign.

5.4. If the User does not want to buy any other products, he/she can check the quantity of the products in the cart. The User can delete items with the button “remove - X”. To finalise the quantity, the User clicks on the “up/down” icons.

5.5. The User selects the delivery address, accepts the delivery offer and then choose the delivery/payment method, with the following payment options:

5.6. Payment methods:

By bank transfer: The user must transfer the value of the ordered products to the bank account in the confirmation email within 3 days. After crediting the amount to the Service Provider's bank account, the User is entitled to receive the product (s) in the manner specified by him/her.

Pay with PayPal. Process for payment with PayPal:

The details of the transaction appear on the left side of the website, with the two payment options on the right side:

If you have a PayPal account, after you have provided your valid identity and password, you will see a part of your bank card information and the amount to be paid. If more than one bank card has been provided, then you should choose the one you want to pay with. Next, you should click on the Pay Now sign. When the payment is complete, the website returns you to the webshop's homepage.

If you don't have a PayPal account, then you can complete a form and pay with a Guest PayPal access, with no need to register in PayPal's system. The form requests the following information (most are obligatory):

Country

Card number

Payment Types

Expiration date

The expiration date of your bank card, month/year

CSC CSC code

The 3-digit number on the back of your bank card (above your signature)

First name

Last name

Address line 1

Address line 2 (optional)

City

State/Province/Region



Postal code

Telephone            A valid telephone number which can be used in case your bank needs to get in touch with you. You should provide the country code and area code.

Email address            Payment confirmation will be sent to this email address.

If every field is complete, click on the Review and Continue button at the bottom of the page. There you can check again the data provided, the amount to be paid and the order. If everything seems to be in order, please confirm the transaction. Within seconds an email will be sent about the successful transaction and the Service Provider will receive a notification about the payment and begin processing the order.

#### 5.7 Cost of delivery:

Delivery cost depends on price service and weight of each service provider. Provider informs User about the transport cost in advance.

5.8 If there is an issue or defect regarding the products or prices in the webshop, we reserve the rights to make a correction. In such cases, the User shall be notified the new information as soon as we become aware of the issue. Afterwards, the User can confirm the order again, or either party has a chance to rescind the agreement.

5.9. The total amount payable includes all costs based on the order summary and the confirmation letter. The invoice (and, if applicable, the warranty card) is included in the package. The User is obliged to inspect the package upon delivery by the courier, and in the event of any damage to the products or the packaging, the User shall request the issue to be recorded, and in the event of damage the User is not obliged to accept the package. The Service Provider will not accept subsequent complaints without a proper report. Parcels are delivered on business days between 8am and 5pm.

5.10. After entering the details, the User can submit their order by clicking on the "Pay" button, but before that they can double-check the information provided, the User should send a comment with their order or send us an email about any request regarding the order.

5.11. By making the order, the User acknowledges that they are obliged to complete the payment.

5.12. Correction of data input failure: In at each stage, the User can return to the previous stage to correct any errors before completing the order process. Details: When ordering, it is possible to view or modify the contents of the basket. If the basket does not contain the correct quantity to be ordered, the user can adjust the the quantity to be ordered in the quantity column. If the User wishes to delete the products in the shopping cart, they should click on the "delete X" During the ordering process, the User has the opportunity to correct/delete items.

5.13. Correction of data input failure: In at each stage, the User can return to the previous stage to correct any errors before completing the order process. Details: When ordering, it is possible to view or modify the contents of the basket. If the

basket does not contain the correct quantity to be ordered, the user can adjust the the quantity to be ordered in the quantity column and press the "refresh/update basket" button. If the User wishes to delete the products in the shopping cart, they should click on the "delete X" During the ordering process, the User has the opportunity to correct/delete items.

5.14. The User will receive an email confirmation after sending the order. If this confirmation is not received by the User within a reasonable time, depending on the nature of the service, but not later than 48 hours after the User's order has been sent, the User will not be bound by the offer or contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider and the User when it becomes available to them. The Service Provider disclaims liability for confirmation if the confirmation is not received on time because the User has entered an incorrect email address during registration or due to insufficient storage space in the User's email account account.

5.15. The User acknowledges that the confirmation referred to in the previous paragraph is an automatic confirmation only, and does not constitute a contract. The contract is concluded when the Service Provider informs the User in a separate email about the order details and the expected fulfilment of the order after the automatic confirmation mentioned in the previous point.

## 6. ORDER PROCESSING AND FULFILMENT

6.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order after the end of the working day and it will then be processed the next day. The Service Provider's customer service will always confirm by electronic means when the order can be fulfilled.

6.2. The general deadline for delivery is \*|default||teljesites-ideje-angolul|\*

6.3. According to the contract of sale, the Service Provider shall transfer the ownership of the product and the User shall pay the purchase price and receive the product.

6.4. If the seller is an enterprise and the buyer is a consumer and the seller undertakes to deliver the item to the buyer, the risk of damage passes to the buyer when the buyer or designated third party takes possession of it. The risk of loss shall pass to the buyer upon purchase if the courier has been instructed by the buyer, unless the courier is recommended by the seller.

6.5. If the seller is an enterprise, and the buyer is a consumer, for lack of a distinct agreement of the signatories, the seller (based on this GTC: Service Provider) is obligated to make available the product for the buyer (User), after the conclusion of the contract, but in no more than 30 days.

6.6. If the product is not provided in time by the Service Provider, the User has the right to set a deadline for a replacement. If the seller fails to perform within the grace period, the buyer is entitled to cancel the contract.

6.7. The User is entitled to withdraw from the contract without specifying an additional term, if

- a) the Service Provider has refused to perform the contract; or
- b) the contract should have been performed in accordance with the agreement of the parties or due to the recognizable purpose of the service, within a specified period of time and not otherwise.

6.8. If the Service Provider cannot accomplish the contractual obligation because the product/or any of its components was not available, the Service Provider is obliged to inform the User right away and to refund the sum paid by the User at once.

## 7.WAIVER CLAUSE

7.1. According to the directive 2011/83/ EU of the European Parliament and Commission, regarding rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), the Consumer can rescind in 14 days from the date of delivery and return the ordered product(s) with no explanation. In the absence of this information, the Consumer is entitled to exercise their right of withdrawal within one year. If the Service Provider provides the information within 14 days of the date of receipt of the product or of the conclusion of the contract, but within 12 months, the time limit for withdrawal shall be 14 days from the date of notification of this information.

7.2. The Consumer may exercise his/her right of withdrawal by a clear statement to this effect or by means of the model declaration set out in Annex 2 of Government Decree 45/2014. (II.26.).

7.3. The period for exercising the right of withdrawal shall expire 14 days after the date on which the consumer or a third party other than the courier designated by the Consumer receives the product.

7.4. The Consumer may exercise the right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

7.5. The cost of returning the product must be borne by the Consumer, and the Business has not undertaken to bear this cost.

7.6. In the event that the right of withdrawal is exercised, the Consumer will not be charged, other than for the cost of returning the product.

7.7. The Consumer shall have no right of withdrawal in the case of a non-prefabricated product which has been manufactured at the consumer's request or at the express request of the Consumer, or which is clearly personalised for the Consumer.

7.8. The Consumer may also not exercise their right of withdrawal with respect to:

- a) a contract for the provision of a service, after the performance of the service has been completed in its entirety, where the Business has begun performance with the Consumer 's express prior consent, and where the Consumer has acknowledged that they will lose their right of withdrawal;
- b) a product or service whose price or charge is subject to fluctuations in the financial market which are beyond the control of the Business, even within the time limit for exercising the right of withdrawal;
- c) perishable goods or items with a short shelf life;
- d) in the case of a sealed product which cannot be returned after opening after delivery for health or hygiene reasons;
- e) in respect of a product which, by its nature, is inextricably linked to another product after its transfer;
- f) for alcoholic beverages, the actual value of which depends on market fluctuations

- beyond the control of the undertaking and the price of which was agreed by the parties at the time of the conclusion of the contract of sale but which is not performed until 30 days after the date of conclusion;
- g) in the case of a business contract where the Business, at the express request of the consumer, requests the Consumer to carry out urgent repair or maintenance work;
- h) for the sale or purchase of sealed audio and video recordings and computer software, where the Consumer has opened the packaging after delivery;
- i) newspapers, magazines and periodicals other than subscription contracts;
- j) in the case of contracts concluded at a public auction;
- k) in relation to a contract about the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of fulfilment;
- l. in the case of digital content supplied on a tangible medium, where the Business has begun performance with the Consumer's express, prior consent and at the same time the Consumer has agreed to lose the right of withdrawal after commencement of performance.
- 7.9. The Service Provider shall refund the paid amount, including the shipping fee, to the Consumer immediately upon receipt of the product/or receipt of the notice of cancellation within the meaning of the above laws, but no later than within 14 days of becoming aware of the cancellation.
- 7.10. The refund will be based on the same payment method used in the original transaction, unless the Consumer explicitly consents to another payment method; the Consumer will not be charged any additional costs as a result of the application of this refund method.
- 7.11. The Consumer shall not return the goods without undue delay, but in any event within 14 days of sending notice of cancellation to the Service Provider or returning them to the Service Provider to the address provided.
- 7.12. With regards to the Consumer's written cancellation, it is sufficient to send the statement of cancellation within 14 days.
- 7.13. The Consumer meets the deadline for returns if the Consumer returns or send back the products within 14 days. Returns are deemed to have been completed on time if the consumer has dispatched the product before the time limit expires.
- 7.14. The Consumer shall only bear the direct cost of returning the product, unless the Business has undertaken to bear this cost.
- 7.15. The Service Provider does not have to repay the extra cost to the Consumer if the Consumer chooses a different delivery method that is not the cheapest delivery method.
- 7.16. Refunds may be withheld by the Service Provider until it has received the goods (s) or has not provided the Consumer with proof that they have returned them: the

previous date must be taken into account.

7.17. If the Consumer wishes to withdraw from the contract they shall provide notification by any of the methods given by the Service Provider in writing (using the attached form) or by telephone. For a written communication sent by post, the time of posting is taken into account, and in the case of a telephone communication, the date of the phone call. In the case of post notice registered postage or package are accepted by the Service Provider. The Consumer can return the ordered product to the Service Provider either by post or via a courier service.

7.18. The Consumer shall only be liable for the depreciation resulting from use beyond the usage required to establish the nature, properties and operation of the product.

7.19. More information about the regulations detailing the contracts between the Consumer and the business in Gov. Degree 45/2014 (II. 26.) can be found [here](#).

7.20. More information about the 2011/83/EU directive of European Parliament and Commission can be found [here](#).

7.21. The customers can look up the Service Provider with claims using the contacts here.

7.22. The right of cancellation is only entitled to Users classified as consumers by the Civil Code.

7.23. The right of cancellation does not apply to an enterprise, that is to say, a person engaged in the profession, self-employment or business.

7.24. The procedure for enforcing the right of cancellation:

7.24.1. If the Consumer wishes to enforce the right of cancellation, then they need to send the declaration about the intention of their cancellation to one of the contact details of the Service Provider.

7.24.2. The Consumer shall exercise their right of cancellation within the time limit if they send the declaration of cancellation within 14 days after receiving the product. In the case of a written cancellation, it is sufficient to send the cancellation statement within 14 days.

In case of notification by post, the date of posting, in case of notification by email or fax, the time of sending the email or fax will be taken into account.

7.24.3. In the event of cancellation, the Consumer is obliged to return the ordered product to the address of the Service Provider without delay, but within 14 days from the notification of the statement of cancellation. The deadline is deemed to be met if the product is sent before the 14-day deadline (meaning it does not have to arrive within 14 days). The customer shall bear the costs of returning the goods due to the exercise of the right of cancellation.

7.24.4. The Service Provider is not obliged to pay back the additional costs for the Consumer if the Consumer chooses a different transport mode that is not the usual and cheapest mode chosen by the Service Provider. The Consumer can also enforce their right of cancellation between the day of the contract and the day of the receipt

of the product.

7.24.5. In case of buying multiple products and the delivery of the products is not on the same day or the ordered products are delivered in multiple parts, the right of cancellation can be enforced in 14 days, counted from the last product or part.

## 8. WARRANTIES AND LIABILITIES

### Defective performance

The supplier fails to perform properly if the service does not meet the quality requirements set out in the contract or the law at the time of performance. The supplier did not fail to perform the service correctly if the receiver was aware of the error at the time of the conclusion of the contract or should have been aware of the error at the time of the conclusion of the contract.

A contract between a Consumer and a Business shall be null and void if it derogates from the provisions of this Article concerning warranty and security to the detriment of the Consumer.

Several warranty rights apply only to Users who qualify as Consumers under the Hungarian Civil Code.

User as Business: A person who acts in the course of his/her trade, profession or business.

### Liability claim

8.1. In what kind of situation can the User exercise his/her right for a liability claim?

The User can exercise a liability claim against the Business, in the event of the improper fulfilment of the contract according to the rules of the Hungarian Civil Code.

8.2. What kind of rights are the customers legal due according to the liability claim?

The User may, if he/she so decides, exercise the following liability claims: request repair or replacement, unless the fulfilment of the User's choice would be impossible or disproportionate to the requirements of the Business. If a repair or replacement is not requested or offered, the User may request a pro-rata reduction in relation to the expense of the defect to the User, or may adjust or else terminate the contract. The User may switch from one selected right of liability to another, however, the cost of the transition will be borne by the User, unless warranted or provided by the Business.

8.3. What is the deadline for the customer to exercise the liability claim?

The customer is liable to report the defect immediately after recognition, but within two months of recognition. However, please note that the User will no longer be able to enforce their liability claim beyond the two-year limitation period (one year for businesses).

8.4. Who can the liability claim be made against?

Customers can enforce the liability claim against the Service Provider.

8.5. What kind of other conditions must be met to enforce the liability claim (if the User is classified as a Customer)?

Within 1 year from the date of delivery, there is no other condition for enforcing your liability claim unless the User proves that the product or service was provided by the company operating the webshop. However, after 1 year have passed from the date of



performance, the User shall be required to prove that the error recognised by the User was present at the time of performance.

#### Product warranty

8.6. In what kind of situation can exercise the Customer its right for product warranty?

In the event of a defect in a movable (product), the User may, at its option, claim a liability or product warranty claim.

8.7. What kind of rights are the User legal due according to the product warranty?

The User can request the repair or replacement of the defected product.

8.8. When is a product considered defective?

A product is defective if it does not meet the quality requirements applicable at the time of placing on the market or if it does not have the characteristics stated in the manufacturer's description.

8.9. What is the deadline for the customer to exercise the product warranty?

The product warranty can be enforced by the Consumer two years from the time of placing on the market. The right to exercise the product warranty is lost after this deadline.

8.10. Against whom and under what other conditions can a product warranty claim be made?

The product warranty claim can be made against the producer or distributor. The defect of the product shall be proved by the User in case of claiming the product warranty.

8.11. In what kind of case is the producer (distributor) not liable for the product warranty?

The manufacturer (distributor) shall not be liable for a defective product if it can prove that:

- the product was not manufactured or placed on the market in the course of business, or
- the defect was not recognisable at the time of placing the product on the market in the light of general scientific and technical knowledge, or
- the defect in the product is the result of the application of a legal or regulatory requirement.

At least one reason must be given for the manufacturer (distributor) for exemption. Please note that it is not possible to enforce a liability claim and product warranty claim for the same defect simultaneously. However, if the product warranty claim is effectively enforced, the product warranty for the replaced product or part may also be made against the manufacturer.

#### Guarantee

8.12. In what cases can the Consumer make a claim against the guarantee?

In the event of defective performance, in line with Government Decree 151/2003. (IX. 22.), the Service Provider shall be liable if the User qualifies as a Consumer.

8.13. What rights does the Consumer have and under what period of guarantee?

Warranty period:

- a) one year in the case of a sale price reaching HUF 10,000 but not exceeding HUF 100,000,
- b) two years in the case of a selling price exceeding HUF 100,000 but not exceeding HUF 250,000,
- c) over the sale price of HUF 250,000 three years.

Failure to meet these deadlines will result in disqualification

The warranty period begins with the delivery of the consumer product to the consumer or, if the commissioning is performed by the Service Provider or its agent, begins on the day of commissioning.

If the consumer puts the consumer product into service more than six months after delivery, the starting date of the warranty period is the day of delivery of the consumer product.

The consumer may, at his / her option, enforce his / her request for repair directly at the Service Provider's registered office, at any of its premises, branches and at the repair service indicated by the company on the warranty card.

Based on your warranty claim at the option of the holder

1. repair or replacement, unless it is impossible to fulfill the chosen warranty or would impose a disproportionate additional cost on the debtor compared to the performance of another warranty, taking into account the value of the service in good condition, the seriousness of the breach and the warranty. caused damage to interests; obsession
2. may demand a proportionate reduction of the consideration, have the defect rectified or remedied at the debtor's expense, or withdraw from the contract if the debtor has not undertaken the repair or replacement, (...) is unable to fulfill this obligation, or if the creditor his interest in repair or replacement has ceased.

There is no room for withdrawal due to a minor error.

Aim for 15 days

Based on the 9/2014 on the rules of procedure for handling warranty and guarantee claims for things sold under a contract between a consumer and a business. (IV. 29.) of the NGM Decree, the Service Provider must strive to carry out the repair or replacement within a **maximum of 15 days**. If the duration of the repair or replacement exceeds 15 days, the Service Provider is **obliged to inform the consumer about the expected duration of the repair or replacement**. The information shall be provided with the consumer's prior consent, by electronic means or by any other means suitable for the consumer's receipt.

If it turns out that the product cannot be repaired

If the Service Provider finds during the repair of the consumer product for the first time during the warranty period that the consumer **product cannot be repaired**,

the Service Provider is obliged to **replace the consumer product within 8 days**, unless otherwise provided by the consumer. If it is not possible to exchange the consumer goods, the Service Provider is obliged to **refund the purchase price to the consumer within 8 days**.

If the product breaks a fourth time

If the consumer goods fail again after the repair period 3 times during the warranty period - if the consumer does not request a proportionate delivery of the purchase price and the consumer does not wish to repair or repair the consumer goods at the company's expense, the Service Provider is obliged to **replace the consumer product within 8 days**. If it is not possible to replace the consumer product, the Service Provider is obliged to **refund the purchase price to the consumer within 8 days**.

If it cannot be repaired within 30 days

If the consumer product is not repaired by the 30th day from the notification of the repair request to the Service Provider, - unless otherwise provided by the consumer - the Service Provider is obliged to replace the consumer product **within 8 days after the unsuccessful thirty-day period**. If it is not possible to replace the consumer product, the Service Provider is obliged to **refund the purchase price to the consumer within 8 days after the unsuccessful expiry of the thirty-day repair period**.

8.14. In what cases is the Business exempt from guarantee obligations?

The Company is only exempt from the guarantee obligations only if it can prove that the fault was caused after the accomplishment of the contract.

It is worth noting that quality warranty claims and product guarantee claims cannot be enforced concurrently, but otherwise the consumer will be entitled to warranty rights regardless of the rights described in the product warranty and guarantee Articles.

8.15. The Service Provider has no guarantee obligations beyond the guarantee period (life expectancy) for damages caused by natural wear and tear.

8.16. The Service Provider has no guarantee and warranty obligations for damages resulting from improper or negligent handling, excessive stress, or unintended exposure to the product, or other improper use of the products.

8.17. If the Consumer claims for a replacement within three working days of purchase (from operation) due to a defect in the product, the Service Provider shall replace the product if the defect prevents its proper use.

## **9. PROCEDURE IN CASE OF RIGHT OF GUARANTY (FOR CONSUMER USERS)**

- 9.1. In the contract of the Consumer and the Business, the agreement cannot depart to the disadvantage of the Consumer.
- 9.2. It is the duty of the Consumer to prove the conclusion of the contract (by invoice or by receipt).
- 9.3. The Service Provider is responsible for costs in connection with the fulfilment of warranty. (PTK. 6:6166§)
- 9.4. The Service Provider shall write a record concerning the requirement of the guarantee and warranty of the customer.
- 9.5. The copy of the record should be send immediately and made available to the customer.
- 9.6. If the Service Provider is not able to declare the fulfilment of the consumer's warranty or warranty claim upon notification, the Service Provider shall inform the consumer of its position within five working days in a verifiable manner, including the reason for rejection and the possibility of recourse to the conciliation body.
- 9.7. The Service Provider shall keep the report for three years from the date of its recording and present it at the request of the audit authority.
- 9.8. The Service Provider shall endeavour to carry out the repair or replacement within a maximum of fifteen days. If the duration of the repair or replacement exceeds 15 days, the Service Provider is obliged to inform the consumer about the expected duration of the repair or replacement. The information shall be provided with the consumer's prior consent, by electronic means or by any other means suitable for the consumer's receipt.

## 10. OTHER REGULATION

10.1. The Service Provider is entitled to use a contributor to fulfil its obligation. It is liable for its unlawful conduct as if it had committed the unlawful conduct itself.

10.2. The invalidity, illegality or unenforceability of any part of these Articles shall not affect the validity, legality or enforceability of the remainder.

10.3. Failure by the Service Provider to exercise its right under this Policy shall not constitute a waiver of such right. The waiver of any right is subject to express written notice to that effect. The fact that the Service Provider does not strictly adhere to one of the material terms or conditions of the Code once does not mean that it waives the obligation to adhere to that particular condition or clause in the future.

10.4. The Service Provider and Consumer should try to resolve the case out of court.

10.5. The Parties state that the Service Provider's webshop operates in Hungary and maintains it here. Because the site is accessible from other countries, users expressly acknowledge that the applicable law between the user and the Service Provider is Hungarian law. If the User is a Consumer, Pp. 26. § (1) the court of the defendant's domicile has exclusive jurisdiction over the Consumer in disputes arising from this contract.

10.6. The Service Provider does not apply different general access conditions for access to the products in the webshop for reasons related to the nationality, domicile or place of establishment of the User.

10.7. The Service Provider does not apply different conditions to the payment transaction regarding the payment methods accepted by the User due to the nationality, domicile or place of residence of the User, the account location of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the EU.

10.8. The Service Provider complies with the requirements of the Internal Market on grounds of unjustified territorial restriction of content and other forms of discrimination based on the nationality, place of residence or place of establishment of the buyer, as well as Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394 as well as 2009/22. REGULATION (EC) No 2018/302 OF THE EUROPEAN PARLIAMENT AND COUNCIL.

## 11. COMPLAINT HANDLING PROCEDURES (FOR CONSUMER QUALIFIED USERS)

11.1. The purpose of our website is to fulfil all orders in good quality and to the customer's full satisfaction. If the User still has any complaints regarding the contract or its performance, he/she may submit his/her complaint to the above telephone, email address or letter.

11.2. The Service Provider shall promptly investigate the oral complaint and remedy it as necessary. If the Consumer disagrees with the handling of the complaint, or the complaint is not immediately investigated, the Service Provider shall promptly record the complaint and its position regarding the complaint and provide a copy thereof to the Consumer.

11.3. The Service Provider shall respond in writing within 30 days. It shall state the reasons for its rejection of the complaint. A record of the complaint and a copy of the response shall be retained by the Service Provider for a period of 3 years and shall be provided to the control authorities upon request.

11.4. You are informed that in the event of your complaint being rejected, your complaint may be initiated by an official or conciliation body as follows:

11.5. The Consumer may lodge a complaint with the Hungarian Consumer Protection Authority:

Based on the 45 / A Act. § (1) - (3) of the Consumer Protection law and the Statute 387/2016 on the designation of the consumer protection authority. (XII. 2.) the Government Office acts as a general consumer protection authority: <http://www.kormanyhivatal.hu/hu/elerhetosegek>

11.6. In the event of a complaint, the Consumer has the option of contacting a conciliation body which can be found at:

Baranya County Conciliation Board

Address: 7625 Pécs, Majorossy Imre street 36.

Telephone number: (72) 507-154; (20) 283-3422

Fax number: (72) 507-152

Chairman: Dr. Ferenc Bércesi

Website address: [www.baranyabekeltetes.hu](http://www.baranyabekeltetes.hu)

E-mail address: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu); [kerelem@baranyabekeltetes.hu](mailto:kerelem@baranyabekeltetes.hu)

Bács-Kiskun County Conciliation Board

Address: 6000 Kecskemét, Árpád krt. 4.

Mailing address: 6001 Kecskemét Pf. 228.

Telephone number: (76) 501-525; (76) 501-532; (70) 702-8403

Fax number: (76) 501-538

Chairman: Dr. Zsuzsanna Horváth

Website address: [www.bacsbekeltetes.hu](http://www.bacsbekeltetes.hu)

E-mail address: [bekeltetes@bacsbekeltetes.hu](mailto:bekeltetes@bacsbekeltetes.hu)

Békés County Conciliation Board

Address: 5600 Békéscsaba, Penza ltp. 5.

Phone number: (66) 324-976

Fax number: (66) 324-976

President: Dr. László Bagdi

Website address: [www.bmkik.hu](http://www.bmkik.hu)

E-mail address: [bekeltetes@bmkik.hu](mailto:bekeltetes@bmkik.hu)

Borsod-Abaúj-Zemplén County Conciliation Board

Address: 3525 Miskolc, Szentpáli str. 1.

Telephone number: (46) 501-091 (new cases); 501-871 (cases pending)

President: Dr. Péter Tulipán

Website address: [www.bekeltetes.borsodmegye.hu](http://www.bekeltetes.borsodmegye.hu)

E-mail address: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99.

Phone number: (1) 488-2131

Fax number: (1) 488-2186

President: Dr. Éva Veronika Inzelt

Website address: [www.bekeltet.hu](http://www.bekeltet.hu)

E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Csongrád-Csanád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8-12.

Telephone number: (62) Extension 554-250 / 118

Fax number: (62) 426-149

Chairman: Dr. Károly Horváth

Website address: [www.bekeltetes-csongrad.hu](http://www.bekeltetes-csongrad.hu)

E-mail address: [bekelteto.testulet@csmkik.hu](mailto:bekelteto.testulet@csmkik.hu)

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúséta square 4-6.

Phone number: (22) 510-310

Fax number: (22) 510-312

Chairman: Dr. József Vári Kovács

Website address: [www.bekeltetesfejer.hu](http://www.bekeltetesfejer.hu)

E-mail address: [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu); [fmkik@fmkik.hu](mailto:fmkik@fmkik.hu)

#### Győr-Moson-Sopron County Conciliation Board

Address: 9021 Győr, Szent István street 10 / a.

Phone number: (96) 520-217 Chairman: Dr. Beáta Bagoly

Website address: <https://gymsmkik.hu/bekelteto>

E-mail address: [bekeltetotestulet@gymskik.hu](mailto:bekeltetotestulet@gymskik.hu)

#### Hajdú-Bihar County Conciliation Board

Headquarters: 4025 Debrecen, Petőfi square 10.

Place of administration: 4025 Debrecen Vörösmarty street 13-15.

Phone number: (52) 500-710; (52) 500-745

Fax number: (52) 500-720

Chairman: Dr. Zsolt Hajnal

Website address: <https://www.hbmbekeltetes.hu>

E-mail address: [bekelteto@hbkik.hu](mailto:bekelteto@hbkik.hu)

#### Heves County Conciliation Board

Address: 3300 Eger, Pf. 440. Customer reception: 3300 Eger, Hadnagy street 6th floor

Telephone number: (36) 416-660 / 105 extension Fax number: (36) 323-615

President: Dr. István Gondos

Website address: [www.hkik.hu/hu/content/bekelteto-testulet](http://www.hkik.hu/hu/content/bekelteto-testulet)

E-mail address: [bekeltetes@hkik.hu](mailto:bekeltetes@hkik.hu)

#### Jász-Nagykun-Szolnok County Conciliation Board

Address: 5000 Szolnok, Verseggy park 8. III. floor

Telephone number: (20) 373-2570 Fax number: (56) 370-005

President: Dr. Lajkóné dr. Judit Víg

Website address: <http://www.iparkamaraszolnok.hu/ugyintezes/bekelteto-testulet>

E-mail address: [bekeltetotestulet@iparkamaraszolnok.hu](mailto:bekeltetotestulet@iparkamaraszolnok.hu)

#### Komárom-Esztergom County Conciliation Board

Address: 2800 Tatabánya, Fő square 36.

Phone number: (34) 513-010

Fax number: (34) 316-259

President: Dr. Gabriella Bures

Website address: [www.kemkik.hu/hu/bekeltet-otilde-testulet](http://www.kemkik.hu/hu/bekeltet-otilde-testulet)

E-mail address: [bekeltetes@kemkik.hu](mailto:bekeltetes@kemkik.hu)

#### Nógrád County Conciliation Board

Address: 3100 Salgótarján, Alkotmány street 9 / a

Phone number: (32) 520-860

Fax number: (32) 520-862



President: Dr. Erik Pongó  
Website address: [www.nkik.hu](http://www.nkik.hu)  
E-mail address: [nkik@nkik.hu](mailto:nkik@nkik.hu)

Pest County Conciliation Board  
Headquarters: 11- Budapest, Etele street 59-61. II. floor 240.  
Mailing address: 1364 Budapest, Pf .: 81  
Phone number: (1) -269-0703  
Fax number: (1) - 269-0703  
Chairman: Dr. Pál Koncz  
Website address: [www.pestmegyeibekelteto.hu](http://www.pestmegyeibekelteto.hu); [www.panaszrendezes.hu](http://www.panaszrendezes.hu)  
E-mail address: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

Somogy County Conciliation Board  
Address: 7400 Kaposvár, Anna street 6.  
Phone number: (82) 501-000  
Fax number: (82) 501-046  
President: Dr. Imre Csapláros  
Website address: [www.skik.hu/hu/bekelteto-testulet](http://www.skik.hu/hu/bekelteto-testulet)  
E-mail address: [skik@skik.hu](mailto:skik@skik.hu)

Szabolcs-Szatmár-Bereg County Conciliation Board  
Address: 4400 Nyíregyháza, Széchenyi street 2.  
Phone number: (42) 420-180  
Fax number: (42) 420-180  
President: Görömbeiné dr. Balmaz Katalin  
Website address: [www.bekeltetes-szabolcs.hu](http://www.bekeltetes-szabolcs.hu)  
E-mail address: [bekelteto@szabkam.hu](mailto:bekelteto@szabkam.hu)

Tolna County Conciliation Board  
Address: 7100 Szekszárd, Arany J. street 23-25.  
Telephone number: (74) 411-661; (30) 664-2130  
Fax number: (74) 411-456  
President: Mónus Gréta  
Website address: [https://www.tmkik.hu/hu/bekelteto-testulet\\_2](https://www.tmkik.hu/hu/bekelteto-testulet_2)  
E-mail address: [bekeltett@tmkik.hu](mailto:bekeltett@tmkik.hu); [kamara@tmkik.hu](mailto:kamara@tmkik.hu)

Vas County Conciliation Board  
Customer reception: 9700 Szombathely, Rákóczi Ferenc street 23.  
Telephone number: (94) 312-356; (94) 506-645; (30) 956-6708  
Fax number: (94) 316-936

Chairman: Dr. Zoltán Kövesdi  
Website address: [www.vasibekelteto.hu](http://www.vasibekelteto.hu)  
E-mail address: [pergel.bea@vmkik.hu](mailto:pergel.bea@vmkik.hu)

Veszprém County Conciliation Board  
Address: 8200 Veszprém, Radnóti square 1.  
Telephone number: (88) 814-121; (88) 814-111  
Fax number: (88) 412-150  
President: Dr. Klára Herjavec  
Website address: [www.bekeltetesveszprem.hu](http://www.bekeltetesveszprem.hu)  
E-mail address: [info@bekeltetesveszprem.hu](mailto:info@bekeltetesveszprem.hu)

Zala County Conciliation Board  
Address: 8900 Zalaegerszeg, Petőfi street 24.  
Phone number: (92) 550-513  
Fax number: (92) 550-525  
Chairman: Dr. Sándor Molnár  
Holap address: [www.bekelteteszala.hu](http://www.bekelteteszala.hu)  
E-mail address: [zmbekelteto@zmkik.hu](mailto:zmbekelteto@zmkik.hu)

11.7. The conciliation body is competent for the out-of-court settlement of consumer disputes. It is the task of the conciliation body to attempt to reach a settlement between the parties for the purpose of resolving consumer disputes, failing which it will decide on the matter in order to ensure the simple, expeditious, effective and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the Consumer or the Service Provider, advise on the Consumer's rights and obligations.

11.8. In the event of a cross-border consumer dispute arising out of an online sales or service contract, the arbitration body attached to the Budapest Chamber of Commerce and Industry shall have sole jurisdiction.

11.9. In the event of a consumer complaint, the Consumer may use the EU online dispute resolution platform. Accessing the platform requires a simple registration with the European Commission by clicking [here](http://ec.europa.eu/odr). Then, after logging in, the Consumer can lodge a complaint through the online website:

<http://ec.europa.eu/odr>

11.10. The Service Provider shall be obliged to cooperate in conciliation proceedings. In doing so, it is required to send its response letter to the conciliation body and to ensure the presence of the person entitled to reach a settlement at the hearing. Where the business or seat of the business is not established in the county in which the conciliation body operating the territorially competent body is located, the Business's obligation to cooperate shall include offering the possibility of a written settlement in accordance with the consumer's requirements.

11.11. If the consumer does not seek recourse to a conciliation body or the procedure is unsuccessful, the consumer has the option of going to court.

The lawsuit must be filed with a letter of formal notice containing the following information:

- the court of law;
- the names of the parties and representatives of the parties, their place of residence and legal status;
- the right to enforce, by presenting the underlying facts and their evidence;
- the data from which the jurisdiction and jurisdiction of the court can be established;
- a definitive request for a court decision.

The application must be accompanied by a document and a copy of it which is referred to as evidence.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1. Since <https://www.ultraprog.eu/en/> is considered a copyrighted work of the site, it is forbidden to display the contents

of <https://www.ultraprog.eu/en/> downloading (copying), re-publishing, otherwise utilizing, electronically storing, processing and selling of the content or any part thereof without the written consent of the Service Provider.

12.2. No material may be transferred from <https://www.ultraprog.eu/en/> and its database, even with written consent, by referring to that site.

12.3. The Service Provider reserves all rights to all elements of its service, its domain names, their associated secondary domain names and internet advertising spaces.

12.4. It is prohibited to: adapt or reverse engineer the content of <https://www.ultraprog.eu/en/>, or parts thereof; fraudulent creation of user IDs and passwords; use of any application to modify or index any or all of the <https://www.ultraprog.eu/en/>.

12.5. The name <https://www.ultraprog.eu/en/> is protected by copyright and may not be used except with the written permission of the Service Provider.

12.6. The User acknowledges that in the event of unauthorised use the Service Provider shall be liable for damages. The amount of the penalty shall be EUR 200 gross per image and EUR 60 gross per word. In the event of a copyright infringement, the Service Provider's notarial certification is applied and this cost is also passed on to the infringing user.  
customer.

## 13. PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage:

<https://www.ultraprog.eu/en/privacy>

Cegléd, 04 Sept, 2019.

# Declaration of withdrawal

(please fill in and return only if you wish to withdraw from the contract)

**Addressee: Hedgehog Family Korlátolt Felelősségű Társaság, Major Boglárka e.v.  
, 2700 Cegléd, Otthon utca 2., info@ultraprog.eu, +36302737638**

**The undersigned declares that he or she has withdrawn from the sale of the following goods:**

**Date of order / receipt:**

**Name of consumer (s):**

**Address of consumer (s):**

**Signature of consumer (s) (only in writing):**

**Date:**

# GENERAL TERMS AND CONDITIONS FOR SOFTWARE USE

for the use of the UltraProg software under licence agreement

Service Provider:

**Ervin Major individual entrepreneur**

Registered office: 2700 Cegléd, Otthon utca 2.

Registration number: 22910119

and/or

**Boglárka Major individual entrepreneur**

Registered office: 2700 Cegléd, Otthon utca 2.

Registration number: 55240017

(hereinafter: Service Provider)

Users:

the users using the UltraProg software system

(hereinafter individually: User, collectively: Users)

(the Service Provider and the User hereinafter collectively: Parties)

(the legal relationship between the Parties in these General Terms and Conditions hereinafter: Contract)

## 1. Preamble

These General Terms and Conditions (hereinafter: **GTC**) determine the terms and conditions of the Contract between the Parties related to the use of the system composed of the firmware installed and run on hardware sold by the Service Provider to the User, and the software made available by the Service Provider on the [www.ultraprog.eu](http://www.ultraprog.eu) website and installed and run on the User's own computer (the entire system hereinafter: System; the software that forms a part of the system, including its modified, further developed and/or adapted versions - if the User becomes entitled to use them in line with the provisions of this Contract -, hereinafter: Software, the firmware interoperating with the Software including its modified, further developed and/or adapted versions - if the User becomes entitled to use them in line with the provisions of this Contract -, hereinafter: Firmware), that is, the terms and conditions for the use of the System by the User, including the

terms and conditions applicable to running the Software and/or Firmware, as well as the rights and obligations of the Service Provider and the User.

The purpose of the Contract determined by the GTC is to make available the System operated by the Service Provider to the User for the User's own personal use, in order to run the Software on the User's own computer and the Firmware hardware sold by the Service Provider to read and modify the memory of the target device, in the framework of providing services under these GTC (hereinafter: Service).

## **ANNEXES:**

The following annex (hereinafter: Annex) forms an inseparable part of the GTC  
Annex: User's Manual

## **2. SUBJECT MATTER OF THE CONTRACT**

2.1. In the framework of the Service, the Service Provider grants a non-exclusive, non-transferable licence for use to the User according to the Contract to be concluded according to these GTC, for installing, running and using the System solely on the User's own computer for the term of the Contract, and shall continuously operate the system and ensure use of the System for the User. System use shall be realised by running the Software on the User's own computer and by running the Firmware on the hardware device purchased from the Service Provider. The use of the System is ensured only for the User, and is permitted solely for the User's own private and/or training purposes, only on a computer and hardware device owned by the User, only by running the system during the term of the Contract (use of the System as described in this paragraph hereinafter: System Use).

2.2. Users may use the Service only in line with the provisions of these GTC.

2.3. System Use by the User may be implemented on the basis of a licence for one year for basic Firmware together with the hardware device and the software, purchased from the Service Provider, in which case the User shall not be obliged to pay any fees other than payment of the price of the hardware in full (hereinafter: Basic Licence), or, at the User's choice, on the basis of a licence for one year from downloading the given upgrade, made available by the Service Provider in exchange for payment of the annual fee for the further development of the basic Firmware and software made available by the Service Provider (hereinafter: Upgrade Licence).

2.4. In the event of the Basic Licence, the Firmware will be provided to the User in the form installed on the hardware device sold by the Service Provider, and the Software can be downloaded from the Service Provider's [www.ultraprog.eu](http://www.ultraprog.eu) website, installed and run on the User's own computer by the User. In this case, the term of the Contract shall be one year from the date when the hardware is sold, during which the Service Provider shall grant a right to the User for running and using the System in line with the provisions of section 2.1.

2.5. In the case of the Upgrade Licence - if the User decides for this option and pays



the fee defined by the Service Provider - the User will download the upgrade made available by the Service Provider from the [www.ultraprog.eu](http://www.ultraprog.eu) website and install it on their computer for the Firmware and/or Software already available to them under the Basic Licence (hereinafter: Upgrade). Upon payment of the fee to the Service Provider, the User will become entitled to run and use the System thus upgraded subject to the terms and conditions of section 2.1 for another year, by which the term of this Contract will be extended.

2.6. If the User fails to use the Upgrade Licence within the one-year term of the Basic Licence, the Service Provider will cease to be obliged to provide the Service and to ensure use of the System for the User, so the User will not be entitled to additional updates and support in respect of the System. On the other hand, the User shall not be obliged to remove the Software from their computer and the Firmware from the hardware sold by the Service Provider, and will remain entitled to use them for an unlimited period of time, subject to the restrictions set out in this section. On the other hand, the User will be entitled to such limited use and may request another Upgrade Licence from the Service Provider only if it already has a copy of the Software or its installation pack made available in the course of using the Basic Licence or the Upgrade Licence earlier on their computer, and the hardware device sold by the Service Provider and the Firmware installed on it are also available to the User. Accordingly, the Service Provider shall not be obliged to keep the Software and/or its installation pack available to the User after its initial download by the User, and to replace the hardware device already handed over to the User and the Firmware installed on it, i.e. to provide another copy of it to the User.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIS**

3.1. The User may use the System or the updated System on a non-exclusive and non-transferable basis - by running the software on the User's computers and, in respect of the Firmware, by running the software on the hardware device purchased from the Service Provider - throughout the term of the Contract, in a way so that they may carry out operation for reading and modifying the memory of the target devices according to the functionality set out in Annex 1.

3.2. The User shall pay an amount corresponding to the price list published on the Service Provider's [www.ultraprog.eu](http://www.ultraprog.eu) website as the price of the hardware device for the Basic Licence, and for the Upgrade Licence, the one-year service fee set out in the price list in addition.

3.3. After using the Basic Licence and/or the Upgrade Licence, the User shall register to the Service Provider's [www.ultraprog.eu](http://www.ultraprog.eu) website by providing their e-mail address and password, by which the User will create a user account. The User will be able to download the Software made available in the framework of the Basic Licence after logging into the user account.

3.4. In the event of using the Upgrade Licence, the User will be able to download the Upgrade made available under the Upgrade Licence to the user account after 48

hours from payment of the one-year service fee, and will be able to run and use the upgraded System after installing the Upgrade.

3.5. The User may run the System only on computer(s) owned or leased and used exclusively by the User, and the hardware device purchased from the Service Provider, and may not grant Access to the System to third parties on any grounds.

3.6. In the event that the User enables third parties to use the Service without licence in violation of the provisions of the previous section of the Contract, this shall be deemed to be a serious breach of contract, on account of which the Service Provider may terminate the Contract with immediate effect and apply the legal consequences of a breach of contract.

3.7. The User shall ensure that the User has a unique and secure user name and password for reaching the Software and the Upgrades. The User shall treat the unique user name and password confidentially. The User has full liability for ensuring that no third party will obtain or access the user name and the password, and violating this obligation shall be deemed to be a serious breach of contract, and the Service Provider may terminate the Contract with immediate effect and apply the legal consequences of a breach of contract if this occurs.

3.8. The User shall immediately notify the Service Provider by e-mail if it becomes aware of access to the System by persons not authorised by the Service Provider or any other unauthorised use under these GTC or any other abuse, together with providing the data required for eliminating unauthorised System use.

3.9. The User may use the Service only in line with the description set out in Annex 1 to the Contract, on hardware and software equipment configured in accordance with the hardware and software requirements defined and supported by the Service Provider. The Service Provider reserves the right to change minimum system requirements unilaterally, and shall notify the User about this in writing at least 30 days prior to the date when the change takes effect.

3.10. The User may use the Service only for its proper purpose, in line with the provisions of these GTC and the user description (Annex 1).

3.11. The Service Provider shall not be liable for the User's use of the System on hardware and software configured in departure from the technical conditions set out in Annex 1 or in a manner that does not correspond to the instructions for use.

3.12. In exchange for a separate fee determined for training services, the Service Provider may provide organised or ad hoc training courses for the User if it is necessary for the User to become familiar with the operation and use of the Software and the Service.

3.13. The Service Provider may modify, develop and/or adapt the Firmware and the Software within its own discretion in order to improve operation to ensure the existing functions and/or in cases justified and along aspects justified by any change in the target device (hereinafter: Update or Updates) and to implement new functions (hereinafter: Upgrade or Upgrades). The Service Provider shall always

provide the Updates to all Users, whereas the User's use of the Upgrades shall be subject to the payment of a separate Service Fee (Upgrade Licence), the amount of which is set out in the Service Provider's price list in effect, posted on the [www.ultraprog.eu](http://www.ultraprog.eu) website.

3.14. The Parties establish that the User shall have no access to the source code of the Firmware and the Software (including Updates and Upgrades).

3.15. Ervin Major and Boglárka Major as Service Providers are joint and several obligors and joint and several obligees in their legal relationships existing under these GTC and the Contract concluded on the basis of the GTC, so performance by either of them shall be deemed to be contractual performance, performance will discharge both of them from obligations, and either of them may claim the total price as regards their rights.

#### **4. SERVICE FEE**

In the event of using the Basic Licence, the User shall not be obliged to pay any fee in addition to payment of the price of the hardware device. In the event of using the Upgrade Licence, the Service Provider is entitled to a separate Service Fee in exchange for the Service, which is determined in the form of a fee posted in the Service Provider's price list then currently in effect, published on its website [www.ultraprog.eu](http://www.ultraprog.eu). The User shall pay the Service Fee in advance by the payment methods made available on the Service Provider's [www.ultraprog.eu](http://www.ultraprog.eu) website, after which the User will become entitled to download the Upgrade and run and use the System thus enhanced in line with the provisions of section 3.4.

#### **5. COPYRIGHTS AND RELATED RIGHTS**

5.1. The Parties mutually find, and by accepting these GTC, the User expressly understands that the Firmware and the Software are subject to copyright protection under Act LXXVI of 1999 on copyright (hereinafter: Copyright Act), and that all author's economic rights related to the System and all of its versions modified, developed and/or adapted later on shall belong to the Service Provider together with the related documentation and description.

5.2. Any modifications that may be requested by the User and made by the Service Provider to the System accordingly (Upgrade, Update) shall not create any copyrights for the User.

5.3. The User understands that he is licensed for the System only and solely for the use defined in these GTC and solely within the framework defined herein. Furthermore, the User may not indicate that the System is the User's own system, no indication of the Service Provider's rights may be deleted, erased or modified in the Software.

5.4. The User acquires the licence under these GTC subject to the contractual payment of the hardware device for the Basic Licence, and to the Service Fee for the Upgrade Licence to the Service Provider. The User may not carry out acts of use referred to in Section 59(1) of the Copyright Act; also, the Parties mutually agree and

declare that there is no need to create a backup copy of the Software and to perform any act referred to in Section 59(3) of the Copyright Act for the contractual use of, i.e. for running the Software.

## **6. DATA ENTRY, DATA PRIVACY, PROTECTION OF BUSINESS SECRETS**

6.1. The Service Provider shall not be liable for the correctness, accuracy and lawfulness of the data entered into the System or transmitted to the Service Provider by the User in the course of using the Service.

6.2. The User shall have sole liability for the lawfulness of information deemed to be personal data that are entered into the System and/or transmitted to the Service Provider by the User, and for the existence of consents by data subjects required for controlling and processing such personal data, and the User assumes unconditional liability in connection with this to the Service Provider, according to which the User shall hold the Service Provider harmless from all legal consequences of any infringing data control or data processing. The Parties agree that in the event the User transmits data to the Service Provider, the Service Provider will perform data processing in respect of such data based on assignment from and the instructions of the User.

6.3. The Parties mutually agree to behave in the manner required by the provisions of Act LIV of 2018 on the protection of business secrets in respect of all information, facts and data on each other and on each other's operation and the compilation of such information deemed to be business secrets, and will not disclose each other's business secrets and will otherwise not infringe each other's business secrets in any manner.

## **7. CONCLUSION, EFFECT, TERMINATION AND TRANSFER OF THE GTC AND THE CONTRACT CONCLUDED ON THE BASIS OF THE GTC**

7.1. These GTC shall be established by the Service Provider posting them on its website accessible at [www.ultraprog.eu](http://www.ultraprog.eu) (hereinafter: Posting). The Service Provider shall make the GTC continuously accessible to the User on its website in a clearly visible location, by enabling the User to retrieve and store the GTC.

7.2. The Contract concluded on the basis of these GTC shall be accepted by clicking the appropriate point in the course of installing the Software or Software Upgrade downloaded by the User from the Service Provider's website at [www.ultraprog.eu](http://www.ultraprog.eu). The User may use the Service only after accepting the GTC.

7.3. The Service Provider may amend the GTC unilaterally, provided that the amended provisions take effect after the Posting of the amended GTC. The Service Provider shall notify the User about amendments to the GTC by informing the User about the amendment of the GTC and the contents of the modified GTC in the course of installing the Software or the Update or Upgrade associated with the Software when the User downloads it. The User will accept amendments to the GTC by clicking in the course of installation.

7.4. The Parties may terminate the Contract by unilateral written notice of

termination having immediate effect in the event of a serious breach of contract by the other party, provided that the party in breach fails to eliminate the breach or the condition giving rise to the breach within 15 days of receiving a written notification from the aggrieved party to that effect. Cases identified in the GTC as serious breaches of contract shall be deemed to be serious breaches of contract, including Access to the System by persons other than the User for a reason within the User's control, infringement of the Service Provider's copyrights under these GTC by the User, delay in the payment of the Service Fee or any other fee or amount due and payable by the User under the Contract.

7.5. The User expressly grants their prior consent that the Service Provider may transfer the Contract to another party.

## **8. LIMITATION OF LIABILITY**

8.1. The Service Provider's liability for any breach of the Contract and for indemnification of any damage caused to the User in connection with providing the Service shall be limited to the amount of Service fees paid by the User for 6 (six) months preceding the occurrence of the damage.

8.2. The Service Provider provides the System "as is", "including all defects" and "as inspected" to the User, and all risks related to appropriate quality, performance, accuracy and effectiveness shall be borne by the User.

8.3. The Service Provider shall not be liable for the manner in and purpose for which the User or a third party uses the System - in particular, it shall not be liable for the User or, in the case of unauthorised Access, a third party pursuing their activities in the course of using the System in accordance with the provisions of law and other contracts applicable to such activity. The purpose of the System is to lawfully read and modify the contents of the memory of the target devices, but modification of any counter value stored in the memory that changes the details of actual use, and use of the System for any unlawful purpose shall be prohibited and deemed to be outside the scope of lawful System use. The Service Provider shall not be held liable for such System use by the User in any manner whatsoever.

8.4. The System operates only in a legal environment free of viruses. The Service Provider shall not be liable for any consequences or failures arising out of unauthorised access, improper use, hardware failure or inappropriate operating environment (including power dropouts).

## **9. LEGAL STATEMENTS**

In the course of delivery of the Contract, the Parties may make any legal statements validly by mail delivered to the other party's registered office recorded in a register specified by law or - by electronic mailing using a user name and password - which shall also be deemed to be written notification for the purposes of these GTC - by way of their legal representatives. Any legal statement may be deemed to have been given when the recipient has received it in a confirmed manner or the mail is returned to the sender with the marking "failed to look for it" or "recipient unknown

at this address”.

## **10. APPLICABLE LAW, JURISDICTION AND COMPETENCE**

The Parties agree that the conclusion and interpretation of these GTC and the Contract concluded on the basis of these GTC shall be governed by Hungarian law. Furthermore, the Parties expressly agree that any dispute arising in connection with these GTC and/or the use of the Service shall be submitted to the exclusive jurisdiction of Hungarian authorities and courts. The Parties agree that the Metropolitan Tribunal shall have exclusive competence for any legal dispute arising out of these GTC and/or the Contract concluded on the basis of these GTC.