

Terms and conditions

Address: 6726 Szeged, Alsó kikötő sor 11., building D

Tax number: 26320353-2-06

Company registration number: 06-09-024347

Mobile: +36/30-7777-529

Email: imre.berenyi@berenyisoft.com

1. Contracting parties

This contract is concluded between the Customer and the Service Provider in absentia, according to the rules by expressing the contractual will of the Customer through registration in the BSys mobile application the terms and conditions of the contract are specified by the Customer is established by its acceptance.

The data provided by the Customer will be established through the registration. Only the person indicated in the registration is entitled to make a declaration.

Details of the provider:

- Name of the service: BSys – Berényi System
- Legal person: BerényiSoftware Tanácsadó és Szolgáltató Kft.
- Headquarters: 6726 Szeged, Alsó kikötő sor 11., building D
- Tax number: 26320353-2-06
- Company registration number: 06-09-024347
- Bank account number:
- Email: imre.berenyi@berenyisoft.com
- Web: <https://berenyisoft.com/>

2. Description of the service

The BSys is a unique development of the service provider, which is a software for the customer on a service basis. The BSys is a central framework which contains many services, and these can be used and purchased through the mobile application by the Customer.

The Customer can use the service also through the API, an interface which is provided by the Service Provider. It includes a Hungarian documentation and technical assistance.

[Services currently available through the BSys framework:](#)

SMS Sender Module

Under this contract the Customer is able to send short text messages (in the following referred to as SMS) massively (based on address list) also at home and abroad via mobile networks.

3. Terms of service

The condition of using the interface is that the customer logs into the system operated by the Service Provider with the email address and password given during registration. The services are available 24 hours a day, 7 days a week, on a regular basis with the exception of maintenance periods, however the Provider's duty to give information about this period via email or SMS at least two days earlier.

The Customer acknowledges that the interfaces are available through the public Internet network, in case of failure of the public Internet network between the Customer and the Service Provider, the Service Provider can not take any responsibilities for the failure of these sections. Provider assumes the access of the service with high availability internet on his own side.

SMS Sender Module

After logging in and selecting the module, the Customer can enter the text of the SMS to be sent through the interface, and the identification numbers of the recipients. The Customer is fully responsible for the unlawful usage of the module, as well as fully responsible for the content of the SMSs. Furthermore, the customer sends message only to a person whose contribution is documented. The service not allowed to use for sending unsolicited messages (spam), in that case the Provider has the right to terminate the contract immediately. The size of the message content is limited One message can be sent in at most 3 SMSs. The Service Provider guarantees a minimum throughput rate of 50,000 SMS / hour to the Customer. The Provider does not take responsibility under any circumstances for the messages sent by the Customer, moreover to avoid possible disputes the responsibility is passed on to the Customer related to the message's content.

4. Terms of service

The Contracting Parties accept to keep all the information in connection with this contract and its fulfillment secretly confidential as trade secret. Every fact, information, solution or data is considered as trade secret which is connected to economic activities and the usage of it by unauthorized party may lead to endanger the financial, economic or market interests of the person who is entitled.

The Service Provider does not take any responsibility for the software on the Customer's side, an exception to this is the case when it is made by the Service Provider. Therefore the Provider does not take financial responsibility for unintentionally sent SMSs by a software which is not the Provider's product.

The Customer is fully responsible for the terms and conditions undertaken in the General Terms and Conditions damages for failure to fulfill obligations. The Customer undertakes to use the software only with his/her own name and do not transfer the use of the service to anyone else. The Customer is fully responsible for the illegal use of the service (which contains violation of privacy rights, Provisions of the Penal Code conflicting acts etc.).

5. Availability

The Service Provider provides at least 99% availability to the Customer on an annual average. The period of availability guaranteed by the Service Provider does not include the period of the maintenance time according to General Terms and Conditions.

6. Report an error

In case of any malfunction in connection with the service the Customer must notify the Service Provider immediately on the imre.berenyi@berenyisoft.com email address. The Service Provider undertakes to start dealing with the error no later than the next working day following the notification.

7. Data storage

The Customer acknowledges and agrees that the Service Provider's system securely stores the entered data and logs the interface traffic.

8. Service fee

The tariffs on which the invoice is based are valid at all times on the Service Provider's website or you can find it in the BSys Mobile application. Prices can be different in every transaction because the tariff is based on the transaction.

By accepting the order and the Terms and Conditions the customer agrees to accept the electronic invoice issued by BerényiSoft Kft. BerényiSoft Kft. sends the electronic invoice after every purchase to the email address given by the customer.

In accordance with general practice, in case of any overdue demands default interest will be accounted for in every day counted from the day of the delay, the amount is twice of the Central Banks' base rate's 365th part.

9. Terms of payment and refund

The service provider provides its users with the possibility to pay with a bank card in Barion through the BSys mobile application.

Convenient and secure online payment is provided by Barion Payment Zrt. Hungarian National Bank authorization number: H-EN-I-1064/2013. Credit card details will not be sent to our store. When you make a payment, you will be redirected to Barion's payment page, so the payment will take place on a site operating in accordance with the rules and security regulations of international card companies and not on the web store's page. The online store does not have any access to the data of your card and the account number, expiration date in any form.

The uploads of the customers do not expire, can be used for any services provided by the Service Provider, but the replenished balances because of its banking costs and accounting we are unable to repay. The launch of all paid services is final, however, in case of a failure in providing the service - as the General Terms and Conditions includes, in this case the Service Provider is charged - the Customer entitled to a refund. In case of accidental ordering of services there is no possibility for refund.

10. Restriction (suspension) of the service

The Service Provider is entitled to pause the service in case of unpaid receivables beyond 8 days. If the Service Provider based on the contract provides a service with prepaid fees, the Service Provider is entitled to suspend the service immediately without notifying the Customer if the Customer's account balance is negative. In case of outstanding receivables, the Customer acknowledges that Customer's personal data will be transferred to a third party (claim management) and from then the third party's privacy rules and business practices will be valid.

The Service Provider is entitled to pause the service for maintenance for a maximum of twelve (12) hours if it does not work. The service pause for maintenance purposes not affect the continuity of the legal relationship.

11. Amendment of the contract

Service Provider is entitled to amend unilaterally the provisions of this Terms and Conditions. If the Terms and Conditions are amended, the date of this step will also be indicated and the amendments will enter into force on the date of publication. We recommend you to review the Terms and Conditions regularly.

The Service Provider reserves the right to unilaterally change the fees of the services. Accordingly, the Service Provider is entitled to amend the tariffs which are valid in the moment of the acceptance of the Terms and Conditions unilaterally after notifying the

Customer about the modifying. The Service Provider is obliged to inform the Customer of the new fees before they enter into force.

12. Data protection

The Service Provider is obliged to handle the Customer's personal data according to the law of personal data and public interest CXII of 2011 disclosure and the 2016/679 disclosure of the General Data Protection Regulation of the European Parliament and Council (in the following referred as: GDPR). During the provision of services Service provider should treat all the data confidentially, whether it is written or oral. Data management related to the service are contained in the Privacy Policy.

The Customer acknowledges and irretrievably accepts that until the present Agreement is valid, the Service Provider may hand over the subscriber data as an enforcement of a fee claim to a third party, according to the Terms and Conditions.

13. Suspension of the service, termination of the contract

This Agreement may be terminated by either party within 30 days at any time with a regular termination.

The Customer is entitled to terminate the contract immediately in a written extraordinary termination addressed to the Service Provider if the service is not available for three consecutive days.

The Service Provider is entitled to suspend the service or to extraordinarily terminate the contract with immediate effect, in the following cases:

- The Customer is using the service for a purpose other than those specified in these Terms and Conditions.
- Demonstrably, intentionally burdens or abuses the Service Provider's resources.
- Customer seriously violates the provisions of this Terms and Conditions.

In case of both ordinary termination and extraordinary termination the Parties shall repay the debts.

14. Use of Contributors to Provide the Service

The Customer acknowledges that the Service Provider is entitled to involve a subcontractor or other contributor to fulfill the contractual obligations.

15. Force majeure event

A case of force majeure is the following provisions that are outside of the authority of the Party concerned unavoidable event, such as: natural disaster, fire, flood, authority

order, state of emergency, rebellion, civil war, war, strike or similar cessation of employment.

Neither Party shall be responsible for not fulfilling, not correctly fulfilling or delaying in completing its obligations under this Agreement if it was caused by force majeure. In case of force majeure, the Party's obligation to notify the other Party in writing without delay. During the period of force majeure the contract shall be suspended to the extent that the force majeure event requires.

Szeged, 19th February 2019

Imre Berenyi
Executive Director