

General Terms and Conditions

VERSION: 1.0 | LATEST UPDATE: 2021.07.30.

The order is considered to be an electronically concluded contract, which entails an obligation to pay and which is covered by Act CVIII of 2001 on certain issues of electronic commerce services and information society services. The provisions of Sections 5 and 6 of the Act shall apply accordingly. The contract is subject to the Government Decree 1999 (II.5.) On distance contracts.

By submitting the Order, the Subscriber acknowledges that he or she has read, understood and accepts and observes all its terms and conditions described here.

By submitting the Order, the Subscriber acknowledges that he or she has reached the age of 18.

In matters not specified in this contract, or in cases of dispute, the Civil Code, otherwise the Kaposvár City Court shall have jurisdiction.

Service Provider

- **Péter Ambrus Self-employed**
- **Business and mode of taxation:** VAT exempt status, exempt taxpayer
- **Headquarters:** 7761 Kozármisleny, Pinty utca 12/A
- **Tax number:** 66677659-1-22
- **Registration number:** 37513086

Service Provider CXLVII of 2012 on the itemized tax of small tax enterprises and the small business tax (Katt.).

Contact

- **Péter Ambrus** – full administration
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Website Management

Premium WordPress website management includes the following basic features in all cases:

- Domain DNS management
- WordPress core installation and basic setup
- Update WordPress core
- Install and provide free and premium WordPress themes
- Update free and premium WordPress themes
- Install and provide free and premium WordPress plugins
- Update free and premium WordPress plugins
- Basic setup and configuration of certain extensions
- Security settings
- Basic search engine optimization settings
- Setting up monitoring services
- Technical customer service

A more detailed description and pricing of each service can be found at the following link: <https://surbma.hu>

There may be additional extra Services in the different Plans, which can be found in the description of the given Plan. These extra Services always apply to that Plan.

The Service Provider reserves the right to change the Services within the framework of the Service and Price Guarantee.

Usage and right of use

The right to use all software related to the Service is owned by the Service Provider. By renting the Service, Subscriber receives a full right to use all software that is part of the Service for the paid period.

Subscriber for each website installation is given Administrator role authority. A list of basic privileges for the Administrator role can be found in the official WordPress description: https://codex.wordpress.org/Roles_and_Capabilities#Administrator

The Service Provider does not claim or take responsibility for the content uploaded and / or published by the Subscriber on the website. The Subscriber is the owner of all content uploaded by the Subscriber, the Service Provider does not acquire any rights in them.

Domain DNS management

The Service Provider undertakes the DNS management of the domains connected to the service, which is included in the subscription fee. The Subscriber may transfer the DNS management rights belonging to the domain to the Service Provider for the duration of the Subscription.

The Service Provider does not claim the ownership of the domain, it always remains in the possession of the Subscriber. The Service Provider does not acquire ownership of the domain by transferring the DNS management of the domains or rewriting the name servers, the ownership of the domain remains with the Subscriber in all cases.

Intermediate services

In certain cases, the Service Provider uses certain services or services for the Subscriber in its own name and re-invoices them as an intermediated service. These Services are provided by the Service Provider to the Subscriber in the same form, but not necessarily at the same price.

The Subscriber gives a separate order to the Service Provider for each intermediated service or accepts the pre-selected intermediated service on the

recommendation of the Service Provider. At the request of the Subscriber, the Service Provider acts in its favor in ordering and administering the services of third parties.

The Subscriber acknowledges that in the case of all services used in this way, the Subscriber does not enforce or claim his complaint or claim for damages to the Service Provider, ie the intermediary of the third party service, in the event of any problematic situations or in connection with the service. Thus, the Service Provider does not take indirect responsibility towards the Subscriber for the intermediated services. The Service Provider undertakes the complete administration and in such a case acts on behalf of the Subscriber and in the representation of its interests against the third service provider. If necessary, the Service Provider connects the Subscriber with the third party.

Invoicing

The Service Provider issues the invoices electronically in accordance with the legal regulations. By submitting the order, the Subscriber consents to the Service Provider to issue an electronic invoice. When placing the order, the Subscriber is obliged to provide the billing email address.

The Service Provider is a company with tax-free taxation, so the invoices are issued in all cases without VAT.

Payment methods

Subscriber can settle the invoices by bank transfer or in person, by bank payment to the bank account number indicated on the invoice.

Payment terms and conditions

By submitting the Order, the Subscriber finally accepts the General Terms and Conditions.

The Order is considered to be an electronically concluded contract, which entails an obligation to pay and to which the CVIII of 2001 on certain issues of electronic commerce services and information society services. The provisions of Sections 5 and 6 of the Act shall apply accordingly. The contract is subject to the Government Decree 1999 (II.5.) On distance contracts.

The fee for the Service is a recurring (annual or monthly) fee charged from the date of commencement of the Service. The recurring (annual or monthly) fee for the Service includes the right to use the software related to the Service. Domain registration and maintenance is NOT part of the Service, therefore independent of the actual date of domain registration or re-registration.

The Subscriber is entitled to determine the frequency of payment of the Service Fee within the possibilities pre-determined by the Service Provider.

The Service Provider shall issue an invoice to the Subscriber for the ordered services no later than 15 days before the expiry of the Subscription validity period. The Subscriber is obliged to pay the amount of the invoice to the Service Provider by the expiry of the payment deadline indicated on the invoice.

If the Subscriber does not pay the amount of the invoice by the expiry of the payment deadline indicated on the invoice, he is obliged to pay default interest. The amount of default interest after the amount of the outstanding debt is specified in the Civil Code. the amount calculated for the days of delay, based on a 360-day year, at the annual interest rate determined in accordance with

If the Subscriber is late in paying, the Service Provider may limit the range of services upon prior notice. In the event that the payment delay reaches 30 days, the Service Provider - after prior notification of the Subscriber - may unilaterally terminate the Subscriber's contract.

For the duration of the restriction, the Subscriber is not entitled to a fee credit and may not make any intention to compensate.

If the Subscriber's account debt exceeds the payment deadline of the last invoice issued, the Service Provider reserves the right to suspend its services against the Subscriber until the Subscriber has been notified in addition to the restriction of the services.

Service and Price Guarantee

The Service Provider guarantees that the official prices and the undertaken Services available on the day of placing the Order will be current for the Customer for one year from the date of placing the Order.

In all cases, the Service Provider informs the Subscribers about the change of the basic Services and the price change of other services related to the Service on the website belonging to the Service, on the social channels and by email at least 30 days prior to the introduction of the change.

Price changes related to the Service always apply to the Services due after the 30-day period after the announcement.

Termination of contract and repayment

In the event that the Subscriber terminates the contract, he is obliged to pay the fee for the current period to the Service Provider in one amount in accordance with the provisions of the contract. If the current period has already been settled and the Subscriber wishes to terminate the contract before the expiry of the paid period, the Service Provider is not obliged to settle after the remaining days. Until the end of the paid period, the Subscriber is free to use the Service. Upon expiration of the paid period, the Service will terminate.

The Subscriber is obliged to notify the Service Provider of his intention to terminate at least 14 days in advance in writing or electronically by email. Subscriber is not obliged to justify his termination. Until the termination of the contract, the Service Provider is obliged to provide the Service and the Subscriber to pay the Service Fee.

The licenses for the premium plugins and themes provided within the framework of the Service remain the property of the Service Provider. Further updates of the WordPress core, plugins and themes and the licenses for the premium plugins and themes must be managed by the Subscriber, the Service Provider does not assume any management and responsibility after the termination of the Service.

If the Service Provider does not meet the quality criteria undertaken in the Contract, it is obliged to reimburse the fee. The rate of the fee refund per hour is 1% of the actual and current monthly service fee, however, the rate of the fee refund for one month may not exceed the one-month fee.

The quality criteria apply only to the services under the supervision of the Service Provider.

Amendment of the contract and legal jurisdiction

We reserve the right to change the terms and conditions published here. The Subscriber fully accepts the changed General Terms and Conditions by continuing to use

the Service.

We will notify you of any changes to the content of the General Terms and Conditions on the website of the Service, on social channels and by email, and the changed and current content can always be read in the current version of this document.

Changes to the General Terms and Conditions are immediately valid in case of a new order, they will be valid for existing Subscribers within 30 days from the date of the update, unless the Subscriber notifies in writing or electronically by email his complaint or remarks.

The Subscriber is entitled to terminate the Service on the day of the introduction of the change within 15 days after notifying the Service Provider. In case of termination by the Subscriber according to this clause, the Subscriber is obliged to pay the remaining service fee due to the date of termination, calculated proportionally (daily unit), to the Service Provider. In case of advance payment, the Service Provider is obliged to reimburse the proportionally calculated (daily unit) remaining service fee paid by the Subscriber within 8 days from the date of termination.

Data management and data security

The Service Provider treats the data and information obtained to it confidentially, and - except in the case of an express legal obligation - it does not disclose them to third parties. All information provided by the Subscriber will be used in connection with the Service.