

## MODEL PROVISIONS OF THE TERMS AND CONDITIONS

### 1. DEFINITION

#### 1.1. Definition of key terms:

- **Add-on** – a solution through which it is possible to connect Shoptet with external services
- **Product page** - the website of the Add-on - <https://alkalmazasok.shoptet.hu/luigi-s-box>
- **Shoptet** – **Shoptet Korlátolt Felelősségű Társaság** - 1117 Budapest, INFOPARK Gábor Dénes utca 2. D. ép. 1. em., registry number: 01-09-357795, Tax number: 27933460-2-43, VAT number: HU27933460

### 2. INTRODUCTORY PROVISIONS

- 2.1. On the basis of these Terms and Conditions, the Provider provides the User with the Add-on and all services related to it.
- 2.2. The Provider provides the Add-on to the User on its own account and responsibility. Shoptet is not the provider of the Add-on and is not responsible for the Add-on or its content.
- 2.3. The User hereby acknowledges and explicitly agrees that Shoptet is not obliged to provide any support or maintenance services in relation to the Add-on and is not responsible for the settlement of claims of the User or any third party in relation to the Provider and/or the Add-on operated by the Provider, whether arising from liability for defects, damages or breach of legal regulations, in particular in the field of personal data processing or other rights.

### 3. LICENSING ARRANGEMENTS

- 3.1. The Provider hereby grants the User a non-exclusive license (authorization) to use the Add-on.

### 4. OPERATION PARAMETERS

- 4.1. The Provider undertakes to provide the Add-on in such a way that it will be available via the Internet at least 99% of the time in each calendar month.
- 4.2. The Add-on is deemed to be available if it can be used properly, i.e. without any difficulties, malfunctions or defects, for the purpose stated on its Product Page. The period of time during which the standard lockouts and downtime under the following paragraph last shall not be included in the total time for which the extent of availability is considered.
- 4.3. The Provider is entitled to perform downtime of the Add-on. The Provider is obliged to inform the User in advance of any planned downtime.

### 5. SUPPORT AND MAINTENANCE

- 5.1. The Provider undertakes to provide the User with technical support by telephone and e-mail. Contact details are provided on the Product page of the Add-on.

- 5.2. The Provider will respond to any inquiry sent by the User within 24 hours of receipt of such inquiry, through the communication channel through which the inquiry was raised.
- 5.3. The Provider further undertakes to ensure regular maintenance and updating of the Add-on and to carry out activities aimed at detecting defects in the Add-on. The Provider undertakes to rectify any defects discovered within a period of time appropriate to their severity.

## **6. LIABILITY**

- 6.1. All liability for defects in the Add-on shall be borne solely by the Provider.
- 6.2. The Provider shall also be liable for any damage or other detriment arising from a breach of its obligations arising from the provision of the Add-on to the User or from any contract concluded between the Provider and the User regarding the Add-on.
- 6.3. The User acknowledges that Shoptet shall not be liable for any legal or factual defects of the Add-on, nor shall it be liable for any damage or other harm resulting from any breach of the Provider's obligations under the Agreement or these Terms and Conditions. Shoptet shall not be liable for the level of availability of the Add-on, its current or future compatibility or for the conformity of the description of the Add-on functionalities with the actual functionality of the Add-on.