



Domain clmaster.cloud
 E-mail info@clmaster.eu
 Phone + 36304278116
 Company name CloudMaster Ltd.

GENERAL TERMS AND CONDITIONS (GTC)

clmaster.cloud - effective from: 2025-03-21

Preamble

Welcome to our website! Thank you for trusting us with your order! Present [webshop GTC](#) The Consumer Friend Terms and Conditions were created with a generator.

If you have any questions about these General Terms and Conditions, the use of the website, the services, the purchase process, or if you would like to discuss your individual needs with us, please contact our staff at the contact details provided!

Imprint: details of the Service Provider (Seller, Company)

Name: CloudMaster Ltd.

Headquarters: 2330 Dunaharaszti, Csók István Street 9/c **Mailing address:**

Dunaharaszti, Csók István Street 9/c **Store, collection point address:** [https://](https://clmaster.cloud/contact)

clmaster.cloud/contact **Registration authority:** Budapest District Court Commercial

Court **Company registration number:** 13-09-217857 **Tax number:** 27723797-2-13

Representative: Csaba Moses **Phone number:** +36304278116 **E-mail:**

info@clmaster.eu **Website:** <http://clmaster.cloud> **Bank account number:**

11600006000000097584757 **IBAN:** LT66 3250 0117 8761 1735

Hosting provider details

Name: CloudMaster Kft. (The Service Provider provides the hosting of the Website for itself)

Headquarters: 2330 Dunaharaszti, Csók István Street 9/c **Availability:** info@clmaster.eu

Website: www.clmaster.hu

Concepts

I'm afraid: Seller and Buyer together

Consumer: a natural person acting outside the scope of his profession, independent occupation or business activity **Consumer contract:** a contract where one of the parties is a consumer **Website:** this website, which serves to conclude the contract

Contract: A contract for the sale or provision of services concluded between the Seller and the Buyer through the Website and electronic mail.

A device that enables communication between distant people: an instrument suitable for making a contractual declaration in the absence of the parties – in order to conclude a contract. Such an instrument is particularly suitable for the addressee or the





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unaddressed form, standard letter, advertisement published in the press with order form, catalogue, telephone, fax and internet access device

A contract concluded between distant parties: a consumer contract concluded within the framework of a distance selling system organised for the provision of the product or service under the contract, without the simultaneous physical presence of the parties, whereby, in order to conclude the contract, the contracting parties use exclusively a means of communication between persons who are at a distance

Contract for the provision of services: any contract, other than a sales contract, under which a business provides or undertakes to provide a service to a consumer, including digital services;

Undertaking: a person acting in the course of his profession, independent occupation or business activity **Buyer/You:**

a person entering into a contract by making a purchase offer through the Website

Warranty: a guarantee for the performance of a contract, as defined in the Civil Code, which the enterprise voluntarily undertakes for the proper performance of the contract in addition to or in the absence of its statutory obligation,

Digital service:

1. a) a service that enables the consumer to create, manage, store or access digital data; or
2. b) a service that enables the sharing of, or other interaction with, digital data uploaded or created by the consumer and other users of the service;

Digital content: data produced or provided in digital form;

Functionality: the ability of a good containing digital elements, digital content or digital service to perform functions appropriate to its purpose;

Consumer: consumer as defined in the Civil Code;

Interoperability: the ability of a good, digital content or digital service containing digital elements to operate with hardware and software that is different from that with which goods, digital content or digital services of the same type are typically used;

Compatibility: the ability of a good, digital content or digital service containing digital elements to interoperate, without the need for modification, with hardware or software with which goods, digital content or digital services of the same type are commonly used;

Durable media: any means that enables the consumer or the business to store data addressed to him personally in a way that is accessible in the future and for a period of time appropriate to the purpose of the data, and to display the stored data in an unchanged form;

Purchase price: consideration paid for the goods and the provision of digital content;

Digital environment: the hardware, software and network connection used by the consumer to access or use the digital content or digital service;

Integration: the linking and integration of digital content or a digital service with different components of the consumer's digital environment in such a way that the digital content or digital service can be used in accordance with the requirements for performance in accordance with the contract;

Relevant legislation

The Contract is governed by the provisions of Hungarian law, and in particular the following laws apply:

- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society
- Act V of 2013 on the Civil Code
- Government Decree 45/2014. (II.26.) on the detailed rules of contracts between consumers and businesses





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- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on the right to informational self-determination and freedom of information
- REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on combating unjustified geo-blocking and other forms of discrimination based on a customer's nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) No 2017/2394 and Directive 2009/22/EC
- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
- Government Decree 373/2021. (VI. 30.) on the detailed rules for contracts between consumers and businesses for the sale of goods, the provision of digital content and the provision of digital services

Scope and acceptance of the GTC

The content of the contract concluded between us is determined by these General Terms and Conditions (hereinafter referred to as: GTC) in addition to the provisions of the relevant binding legal regulations. Accordingly, these GTC contain the rights and obligations of you and us, the conditions for the conclusion of the contract, the deadlines for performance and payment terms, the liability rules, and the conditions for exercising the right of withdrawal.

The technical information necessary for using the Website, which is not contained in these GTC, is provided by other information available on the Website.

You are required to familiarize yourself with the provisions of these GTC before finalizing your order.

Language of the contract, form of the contract

The language of the contracts subject to these GTC is Hungarian. Contracts subject to these GTC are not considered written contracts and are not registered by the Seller.

E-invoice

Our company uses electronic invoicing in accordance with Section 175 of Act CXXVII of 2007. By accepting these GTC, you consent to the use of electronic invoicing.

Prices

Prices are in HUF and include 27% VAT. The possibility that the Seller may modify the prices for business policy reasons cannot be ruled out. Modification of prices does not apply to contracts that have already been concluded. If the Seller has indicated the price incorrectly and an order has been received, but the parties have not yet concluded a contract, the Seller shall act in accordance with the "Procedure for incorrect price" clause of the GTC.

The payment of the consideration - after prior agreement - can be made in EUR, HUF, USD, GBP. The Seller will make the conversions at the MNB exchange rate valid on the day of invoicing.

Procedure in case of incorrect price

The following are considered to be clearly incorrectly displayed prices:

- Price 0 HUF,
- a price reduced by a discount, but incorrectly calculated compared to the discount percentage listed next to the original price (e.g.: in the case of a Product priced at HUF 1,000, a 20% discount is displayed, but instead of the correct HUF 800, the Product is incorrectly offered for HUF 500, which is reduced based on an incorrect calculation and not according to the percentage).





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In the event of an incorrect price being indicated, the Seller will offer the option of purchasing the service at the real price, with which information the Buyer can decide whether to order the service at the real price or not to use this option, in which case no contract will be concluded between the Parties.

Complaints handling and legal remedies

The consumer may submit a complaint regarding the services or the Seller's conduct, activity or omission via the following contact details and methods:

- In person orally at the following address: <https://clmaster.cloud/contact>

Customer service opening hours:

online

- In writing via the following website: <http://clmaster.cloud> In writing
- via the following email address: info@clmaster.eu
- In writing by post: Dunaharaszti, Csók István utca 9/c

The consumer **You can communicate your complaint to the company verbally or in writing.**, which concerns the conduct, activity or omission of the undertaking or of a person acting in the interest or on behalf of the undertaking directly related to the distribution or sale of goods to consumers.

The company must immediately investigate the oral complaint and remedy it if necessary. If the consumer does not agree with the handling of the complaint or if an immediate investigation of the complaint is not possible, the enterprise is obliged to immediately record the complaint and its position on it and, in the case of an oral complaint made in person, to hand over a copy of it to the consumer on site, or, in the case of an oral complaint made by telephone or using other electronic communications services, to send it to the consumer within 30 days at the latest - in accordance with the provisions relating to the response to a written complaint - simultaneously with the substantive response. The record of the complaint must contain the following:

- a. the consumer's name and address,
- b. place, time and method of submitting the complaint,
- c. a detailed description of the consumer's complaint, a list of documents, records and other evidence presented by the consumer,
- d. a statement by the business on its position regarding the consumer's complaint, if immediate investigation of the complaint is possible,
- e. the signature of the person taking the minutes and – with the exception of an oral complaint made by telephone or using other electronic communications services – of the consumer,
- f. place and time of recording of the minutes,
- g. in the case of a verbal complaint submitted by telephone or using other electronic communications services, the unique identification number of the complaint.

The written complaint is submitted by the company-unless otherwise provided for in a directly applicable legal act of the European Union - upon receipt **must respond in writing and take action to communicate it within thirty days.** The company must justify its position rejecting the complaint. In the event of rejection of the complaint, the company must inform the consumer in writing of which authority or conciliation body he can initiate proceedings with his complaint - depending on its nature. The information must also include the seat, telephone and internet contact details, and mailing address of the competent authority or conciliation body at the consumer's place of residence or stay. The Seller has not made a general declaration of submission.

If a potential consumer dispute between the Seller and the consumer is not resolved during negotiations,





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is settled, the following legal remedies are open to the consumer:

Consumer protection procedure

Complaints can be filed with the consumer protection authorities. If a consumer notices a violation of his/her consumer rights, he/she has the right to file a complaint with the consumer protection authority competent for his/her place of residence. After assessing the complaint, the authority decides on the conduct of the consumer protection procedure. The first-instance consumer protection authority tasks are performed by the capital and county government offices competent for the consumer's place of residence, their contact details can be found here:

Budapest Metropolitan Government Office Consumer Protection Department

Address: 1117 Budapest, Prielle Kornélia utca 4/b.
Mailing address: 6001 Kecskemét, P.O. Box 189. E-mail: consumerinformation@bfkh.gov.hu Phone number: (1) 450-2598 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/budapest/megye/szervezet/fogyasztovedelmi-foosztaly>
Jurisdiction: Budapest metropolitan area

Pest County Government Office Consumer Protection Department

Address: 1072 Budapest, Nagy Diófa u.10-12. Mailing address: 6001 Kecskemét, P.O. Box 189. E-mail: fogyved@pest.gov.hu Phone number: 06 1 459 4843 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/pest/megye/szervezet/fogyasztovedelmi-foosztaly>
Jurisdiction: Pest County

Bács-Kiskun County Government Office Consumer Protection Department

Address: 6000 Kecskemét, Szent István krt. 19/A.
Mailing address: 6001 Kecskemét, P.O. Box 189. E-mail: consumer_information@bacs.gov.hu Phone number: 06 76 795 710 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/bacs-kiskun/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>
Jurisdiction: Bács-Kiskun County

Baranya County Government Office Consumer Protection Department

Address: 7630 Pécs, Hengermalom u. 2. Mailing address: 7630 Pécs, Hengermalom u. 2. E-mail: beyazzatovedelem@baranya.gov.hu Phone number: 06 72 795 398 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/baranya/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelem>
Jurisdiction: Baranya County

Békés County Government Office Consumer Protection Department

Address: 5600 Békéscsaba, József Attila u. 2-4. Mailing address: 5600 Békéscsaba, József Attila u. 2-4. E-mail: fogyved@bekes.gov.hu Phone number: +36 66 546 150 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/bekes/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelem>
Jurisdiction: Békés County

Borsod-Abaúj-Zemplén County Government Office Consumer Protection Department

Address: 3527 Miskolc, József Attila u 20. E-mail: beyazzatovedelem@borsod.gov.hu Phone number: 06 46 795 779 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/borsod-abauj-zeplén/county/organization/transport-technical-licensing-skills>
Jurisdiction: Borsod-Abaúj-Zemplén County

Csongrád-Csanád County Government Office Consumer Protection Department

Address: 6722 Szeged, Rákóczi tér 1. Mailing address: 6722 Szeged, Rákóczi tér 1. E-mail: beyazzatovedelem@csongrad.gov.hu Phone number: 06 62 680 532 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/csongrad-csana-d/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelem>

Jurisdiction: Csongrád-Csanád County

Fejér County Government Office Consumer Protection Department

Address: 8000 Székesfehérvár, Honvéd Street 8. E-mail: fogyved@fejer.gov.hu Phone number: +36 22 501 751 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/fejer/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelem>
Jurisdiction: Fejér County





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**Győr-Moson-Sopron County Government Office
Consumer Protection Department**

Address: 9022 Győr, Türr István Street. 7. E-mail: consumerinformation@gyor.gov.hu
Phone number: +36 96 795 950 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/gyor-moson-sopron/megye/szervezet/kozlekedesi-muszaki-engedelyezesimeresugyi-es>

Jurisdiction: Győr-Moson-Sopron County

**Hajdú-Bihar County Government Office Consumer Protection
Department**

Address: 4025 Debrecen, Széchenyi Street 46.
Mailing address: 4025 Debrecen, Széchenyi Street 46.
E-mail: consumer@hajdu.gov.hu Phone number: 06 52 533 924 Fax: 06 52 504 105

Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/hajdu-bihar/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Hajdú-Bihar County

Heves County Government Office Consumer Protection Department

Address: 3300 Eger, Kossuth L. u. 9. Mailing address: 3301 Eger, P.O. Box 216. E-mail: fogyved@heves.gov.hu Phone number: 06 (36) 515-469 Fax: 06 (36) 516-040

Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/heves/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-consumer-protection>

Jurisdiction: Heves County

**Jász-Nagykun-Szolnok County Government Office
Consumer Protection Department**

Address: 5000 Szolnok, Indóház u. 8.
E-mail: jasz.fogyved@jasz.gov.hu
Phone number: 56/795-165 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/jasz-nagykun-szolnok/megye/szervezet/kozlekedesi-muszaki-engedelyezesimeresugyi>

Jurisdiction: Jász-Nagykun-Szolnok County

**Komárom-Esztergom County Government Office
Consumer Protection Department**

Address: 2800 Tatabánya, Bárdos László Street 2. E-mail: bezyasztavedelem.meff@komarom.gov.hu Phone number: (34) 309-303 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/komarom-esztergom/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-consumer-protection>

Jurisdiction: Komárom-Esztergom County

Nógrád County Government Office Consumer Protection Department

Address: 3100 Salgótarján, Karancs út 54. E-mail: fogyved@nograd.gov.hu
Phone number: 06 32 511 116 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/nograd/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-consumer-protection>

Jurisdiction: Nógrád County

Somogy County Government Office Consumer Protection Department

Address: 7400 Kaposvár, Vásártéri út 2. E-mail: beyazzatovedelem@somogy.gov.hu Phone number: 06 82 510 868 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/somogy/megye/szorszef/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Somogy County

**Szabolcs-Szatmár-Bereg County Government Office
Consumer Protection Department**

Address: 4400 Nyíregyháza, Hatzel tér 10. Mailing address: 4401 Nyíregyháza, P.O. Box 77. E-mail: beyazzatovedelem@szabolcs.gov.hu Phone number: 06 42 500 694 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/szabolcs-szatmar-bereg/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es>

Jurisdiction: Szabolcs-Szatmár-Bereg County

**Tolna County Government Office Consumer Protection
Department**

Address: 7100 Szekszárd, Kiskorzó Square 3. E-mail: consumer@tolna.gov.hu Phone number: (74) 795-384 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/tolna/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Tolna County

**Vas County Government Office Consumer Protection
Department**

Address: 9700 Szombathely, Wesselényi u. 7. Mailing address: 9702 Szombathely, P.O. Box 24. E-mail: consumer@vas.gov.hu Phone number: +36/70-705-1435 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/vas/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Vas County





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Veszprém County Government Office Consumer Protection

Department

Address: 8200 Veszprém, Kistó Street 1. Mailing address: 8200 Veszprém, Kistó Street 1. E-mail: beyazzatovedelem@veszprem.gov.hu Phone number: +36 88 550 510 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/veszprem/megy e/szervezet/kozlekedesi-muszaki-engedelyezesi-esfogyasztovedelmi>

Jurisdiction: Veszprém County

Zala County Government Office Consumer Protection

Department

Address: 8900 Zalaegerszeg, Pintér Máté u. 22. Mailing address: 8900 Zalaegerszeg, Pintér Máté u. 22. E-mail: beyazzatovedelem.zala@zala.gov.hu Phone number: +36 92 510 530 Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/zala/megye/sze rvezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Zala County

Judicial proceeding

The Customer is entitled to enforce his claim arising from a consumer dispute before the court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation board procedure

If your consumer complaint is rejected, you have the right to contact the Conciliation Board competent for your place of residence or stay, or the one you indicated in your application. The condition for initiating the procedure of the conciliation board is that the consumer attempts to resolve the dispute directly with the company concerned.

The conciliation body – unless the consumer requests a personal hearing – shall hold the hearing online, without personal presence, via an electronic device that simultaneously provides audio and video transmission (hereinafter: online hearing).

The company is obliged to cooperate in the conciliation body procedure, within the framework of which we are obliged to send our response to the conciliation body within the deadline when called upon by the conciliation body. With the exception of the application of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, the company is obliged to ensure the participation of the person authorised to conclude a settlement at the hearing. The company's authorised representative to conclude a settlement must participate online at the online hearing. If the consumer requests a personal hearing, the company's authorised representative to conclude a settlement must participate at least online at the hearing.

More information about the Conciliation Bodies is available here: <https://www.bekeltetes.hu>





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Contact details of the respective territorially competent Conciliation Bodies:

Budapest Conciliation Board

Headquarters: Budapest
Area of jurisdiction: Budapest

Contact:

Address: 1016 Budapest, Krisztina krt. 99. 1st floor. 111.
Mailing address: 1253 Budapest, P.O. Box:10.
Phone number: 06-1-488-2131 Email:
bekelteto.testulet@bkik.hu Website:
bekeltet.bkik.hu

Baranya County Conciliation Board

Headquarters: Pecs
Area of jurisdiction: Baranya County, Somogy County,
Tolna County

Contact:

Address: 7625 Pécs, Majorossy I. u. 36.
Phone number: 06-72-507-154 E-mail:
info@baranyabekeltetes.hu Website:
baranyabekeltetes.hu

Borsod-Abaúj-Zemplén County Conciliation Board

Headquarters: Miskolc
Area of jurisdiction: Borsod-Abaúj-Zemplén County, Heves
County, Nógrád County

Contact:

Address: 3525 Miskolc, Szentpáli u. 1. Phone
number: 06-46-501-090, 06-46-501-091 E-mail:
bekeltetes@bokik.hu Website:
bekeltetes.borsodmegye.hu

Csongrád-Csanád County Conciliation Board

Headquarters: Szeged
Area of jurisdiction: Békés County, Bács-Kiskun County,
Csongrád-Csanád County

Contact:

Address: 6721 Szeged, Párizsi krt. 8-12.
Phone number: 06-62/549-392 E-mail:
bekelteto.testulet@cskik.hu Website:
bekeltetes-csongrad.hu

Fejér County Conciliation Board

Headquarters: Székesfehérvár
Area of jurisdiction: Fejér County, Komárom-Esztergom
County, Veszprém County

Contact:

Address: 8000 Székesfehérvár, Hosszúsétáter 4-6.
Phone number: 06-22-510-310
E-mail:bekeltetes@fmkik.hu
Website:www.bekeltetesfejer.hu

Győr-Moson-Sopron County Conciliation Board

Headquarters: Győr
Area of jurisdiction: Győr-Moson-Sopron County, Vas
County, Zala County

Contact:

Address: 9021 Győr, Szent István út 10/a.
Phone number: 06-96-520-217
E-mail:bekeltetotestulet@gymkik.hu
Website:bekeltetesgyor.hu

Hajdú-Bihar County Conciliation Board

Headquarters: Debrecen
Area of jurisdiction: Jász-Nagykun-Szolnok County, Hajdú-
Bihar County, Szabolcs-Szatmár-Bereg County

Contact:

Address: 4025 Debrecen, Vörösmarty u. 13-15.
Phone number: 06-52-500-710, +36 52 500 745 E-
mail:bekelteto@hbikik.hu Website:
hmbekeltetes.hu

Pest County Conciliation Board

Headquarters: Budapest
Area of jurisdiction: Pest County

Contact:

Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.
Phone number: 06-1-792-7881
E-mail:pmbekelteto@pmkik.hu
Website: panaszrendezes.hu

Partial invalidity, code of conduct

If any point of the GTC is legally incomplete or invalid, the remaining points of the contract shall remain valid and the provisions of the relevant laws shall apply instead of the invalid or incorrect part.

The Seller does not have a code of conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers.





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Operation of digital data content, technical protection measures

The availability of the servers providing the data displayed on the website is over 99.9% per year. Regular backups are made of the entire data content, so that in the event of a problem, the original data content can be restored. The data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored with appropriate encryption, and we use hardware support built into the processor for its encoding.

Information on the essential features of the services

We provide information about the essential features of the services available for purchase on the website in the descriptions of each service.

Terms and conditions for the provision of the Service

Based on this contract, the Service Provider provides the availability of VPS service to Customers. Registration is permitted for natural and legal persons. VPS service means the rental of the hard disk storage space of hardware devices (computers connected to the Internet) operated by the Service Provider, hereinafter referred to as: server - for use. The Service Provider is responsible for providing the hardware necessary for the provision of the services and the software necessary for the use of the service.

The Service Provider provides the service during the period covered by the server rental fee, except if the Internet connection is interrupted due to unavoidable external reasons or reasons attributable to the Internet service provider, or if a malfunction occurs due to reasons beyond the Service Provider's control (e.g. power outage, natural disaster). The Service Provider is not liable for damages arising from the reasons specified in this section.

The Service Provider does not assume liability for incorrect configuration settings, modifications and repairs made by the Customer, but guarantees that the hosting space is suitable for contractual use and for running the software specified on the website in its default settings.

The Service Provider reserves the right to suspend the service for system maintenance purposes on a pre-announced day.

The Service Provider implements the Service on the storage space under its own management.

The Parties declare that the Customer acquires the right to dispose of the ordered storage space only, which does not extend to the hardware and software devices managed by the Service Provider in the interest of the Service.

The Service Provider provides technical specifications for the provision of the Service on an annual basis, which are also available to the Customer.

If the Customer stores personal data in the storage space provided to him, the Service Provider will be the Customer's data processor. The data processing relationship is governed by this contract.

Rights and obligations of parties

The Customer is obliged to pay a fee for the services provided by the Service Provider. The fee includes all fees necessary for the uninterrupted use of the service. The amount of the fee may change as a result of service modifications requested by the Customer.

The Customer is responsible for configuring and restarting the software on the storage space. The Customer may request assistance from the Service Provider to configure the software, but may not oblige the Service Provider to perform the settings, modifications, or updates.

The Customer may not violate the Service Provider's right to good reputation.

The Customer is solely responsible for any civil and criminal consequences arising from files with illegal content uploaded by the Customer. Files with illegal content, especially advertisements, will be removed immediately by the Service Provider.

The Service Provider is obliged to receive emails from the Customer only from the email address provided at the time of ordering.

The Service Provider reserves the right to adjust the size of the service according to utilization in order to improve performance, but will make it available to the Customer in accordance with the order.

The Customer may not grant access to the web administration section (in short: webadmin) to anyone else, all





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The Customer is responsible for any activity resulting from access to the web administration interface.

Termination of the Contract

This contract may be terminated by either party by written notice to the other party. In such case, the contract shall terminate on the last day of the rental period.

If the Customer places content on the rented server that violates the law or abuses the service provided by the Service Provider, the Service Provider may terminate the server rental agreement with immediate effect.

The Service Provider may also exercise its right to terminate with immediate effect if the Customer fails to fulfill his obligation to pay the rental fee within 7 days of the due date.

After the termination of the contract, the Service Provider will delete the files stored by the Customer in the storage space without warning.

If the Customer's behavior towards the Service Provider is malicious, harmful, or offensive, the Service Provider may immediately terminate the contract.

The customer is entitled to install and run programs on the storage space, as well as store data there.

The Customer may not transfer the Service to a third party(ies) without the prior consent of the Service Provider. Breach of this obligation shall constitute a serious breach of the contract and the Service Provider shall be entitled to terminate the contract with immediate effect.

If the Service Provider detects that the Customer is violating copyright laws or engaging in other illegal activities, it is entitled to suspend or restrict the Service or terminate this contract with immediate effect.

The Service Provider is not obliged to verify the information it only stores and makes available, nor is it obliged to search for facts or circumstances that indicate the conduct of illegal activities.

In the cases specified in Section 13(1) of the Ektv., the Service Provider is obliged to conduct the notification-removal procedure, the detailed rules of which are specified in Section 4 of the contract.

The Service Provider is obliged to remove from its Service any data that violates the personal rights of minors, pursuant to Section 13 (13) of the Ektv.

Service provider's procedure in case of notice-and-takedown procedure

After notification, the service provider:

- takes action to remove the infringing content within 12 hours of receipt of the notification, and
- informs the Customer in writing of its action within 1 business day at the latest, indicating the basis for the removal of the notice of infringement by the authorized party.

The service provider is obliged to refuse to provide access to information or to remove information if it has already acted in relation to the same information based on a notification from the same rightholder or the rightholder's authorized representative, unless the removal or prohibition of access has been ordered by a court or authority.

The Customer may object to the removal of the information concerned to the Service Provider in a private document or public document with full evidentiary force within 8 days of receipt of the written information. The objection must include:

- the identification of the information that has been removed or made inaccessible, including the network address where it was previously accessible, as well as the data identifying the Customer, as specified in Section 4(1)(a-e) and g) of the Ektv.;
- a reasoned statement that the information provided by the Customer does not infringe the rights of the right holder. Upon receipt of the objection, the Service Provider is obliged to immediately make the information concerned accessible again and to notify the right holder thereof by sending the objection, unless the removal or prohibition of access has been ordered by a court or authority.





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If the Customer acknowledges the violation or does not submit an objection within the deadline or does not contain the required data and statement, the Service Provider is obliged to maintain the effect of not providing access to the information or removing the information.

In the case of an incapacitated minor, the request for removal of data may be made by the minor's legal representative.

The request for removal of data must be forwarded to the Service Provider in a fully probative private or public document, or in another manner suitable for identifying the minor's authorized representative or legal representative, especially by registered mail.

A minor with limited legal capacity may also submit the application themselves.

In the event of information that violates the personal rights of a minor entitled person with limited legal capacity, the legal representative of the minor entitled person may also call on the Service Provider to remove the information that violates the personal rights of the minor entitled person.

The notification must indicate:

1. the subject of the infringement, the facts indicating the infringement and the reasons why the infringement content infringes the minor's personal rights;
2. the data necessary to identify the infringing information;
3. the name, address or registered office, telephone number and electronic mail address of the entitled person.

Based on the notification of the entitled party, the Service Provider may refuse to make the violated information inaccessible if it considers the violation of the minor's personal rights to be unfounded based on the reasons indicated in the notification pursuant to Section 13 (13) of the Ektv.

The Service Provider is not responsible for the successful implementation of the removal of the information concerned or the denial of access to it, if it acted in good faith and in accordance with the provisions of the Ektv. during the removal or denial of access.

Responsibility of parties

The Customer is responsible for making a backup of the data (files, databases, e-mail, etc.) uploaded or otherwise created by the Customer within the framework of the Service, and the Service Provider assumes no liability for failure to do so.

The buyer is also responsible for:

- payment of the service fee in advance;
- liability for damages and other violations of law caused by the Customer to the Service Provider or third parties;
- maintaining the security of the programs it installs;
- generating secure passwords for the user accounts created by the Customer, using the passwords responsibly, and ensuring that the passwords are not disclosed to unauthorized persons. The Customer is liable for any damages resulting from unauthorized access;
- preventing copyrighted works from being illegally transferred from or into your network.

The Service Provider is not responsible for the Customer's hidden expectations, nor for the Service's ability to achieve the Customer's intended goal.

According to the provisions of the Ektv., the Service Provider is not responsible for information provided by others, transmitted, stored or made accessible through its Service.

Provisions related to data processing

Interpretative provisions:

Personal data: any information relating to an identified or identifiable natural person ("data subject"); a natural person can be identified who is directly or indirectly identified, in particular by an identifier such as





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name, number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a natural person.

Data processing: any operation or set of operations which is performed on personal data or data files, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Data Processor: the natural or legal person, public authority, agency or any other body that processes personal data on behalf of the data controller, within the meaning of this Annex, the Service Provider.

Recipient: the natural or legal person, public authority, agency or any other body to which personal data are disclosed, whether or not a third party. Public authorities which may have access to personal data in the context of a specific investigation in accordance with Union or Member State law shall not be considered recipients; the processing of such data by such public authorities shall be in accordance with the applicable data protection rules in accordance with the purposes of the processing.

Data protection incident: a breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, personal data transmitted, stored, or otherwise processed.

Data processing activity

Based on this contract, the Service Provider is instructed to store personal data in the storage space provided by it within the framework of the performance of the hosting services under the Contract.

Principles of data processing, rights and obligations of the parties in relation to data processing

The Customer and the Service Provider shall ensure the protection of the Data Subjects' right to privacy, as well as their fundamental rights and freedoms, during data processing, taking into account the provisions of the Regulation.

The Customer shall ensure, in accordance with the principles of data protection by design and by default, that the processing of personal data is necessary for the specific purposes of the processing and for the fulfilment of the Customer's legal obligations as defined above. This obligation shall apply to the amount of personal data collected, the extent of their processing, the duration of their storage and their accessibility.

The Customer and the Service Provider ensure that, in order to achieve the purpose of data management, personal data provided to the Service Provider are only accessible to persons who have a specific task within the Service Provider's organization.

The Service Provider is obliged to inform the Customer if it has to process data necessary to fulfill a legal obligation. The notification must specify which law prescribes the legal obligation and which data it covers.

The Parties declare and warrant that the data entered into the Custom Development will be stored within the EEA and the data will not be transferred, except for data management or data processing based on mandatory legislation.

The Service Provider guarantees the security of data processing during its activities. Accordingly, the Service Provider takes the measures required by Article 32 of the Regulation, taking into account the state of science and technology, the costs of implementation, the circumstances of data processing and the risks arising from data processing.

Right to instruct

The Service Provider undertakes to only

- It processes personal data based on the Customer's instructions; if for any reason it is unable to meet these requirements, it will immediately inform the Customer.
- is not aware that the applicable laws would prevent the fulfillment of the instructions received from the Buyer and the obligations assumed in the contract.

The Service Provider is liable for violations resulting from procedures that deviate from the Customer's instructions or are performed without the Customer's instructions.





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Support for data processing operations The

Service Provider supports the Customer:

- in conducting an impact assessment pursuant to Article 35 of the GDPR, provided that if the Customer prepares an impact assessment that also includes data processing, the Service Provider shall provide a written response to the specific questions raised by the Customer regarding data processing within 20 days and shall provide the Customer with all information relevant to the impact assessment. If a prior consultation procedure is required following the impact assessment, the Service Provider shall, if necessary and upon request, assist the Customer in fulfilling the obligations arising from the prior consultation with the supervisory authority,
- in handling data protection incidents by:
 - If the Service Provider detects a data protection incident of any level, it will report it to the Customer within 24 hours,
 - If the Customer reports a data protection incident to the Service Provider, the Service Provider will participate in the investigation of the incident, including:
 - in the event of a high-level data protection incident, it will immediately, but no later than within 24 hours, carry out the necessary investigations to determine whether the cause of the incident is related to its activities and inform the Customer of the results of the investigation, and if the cause of the incident is related to its activities, it will participate in taking measures related to the handling of the incident, and will take all steps that can be expected of it in the interests of handling it, within a reasonably foreseeable deadline;
 - in the event of a low-level data protection incident, it will carry out the necessary investigations within 5 working days to determine whether the cause of the incident is related to its activities and inform the Customer of the results of the investigation, and if the cause of the incident is related to its activities, it will participate in taking measures related to the handling of the incident, and will take all steps that can be expected of it in the interests of handling it, within a reasonably foreseeable deadline;
 - In the information about the data protection incident, the Service Provider indicates the following data:
 - scope of personal data affected, scope and
 - number of people affected by the incident,
 - date of the incident,
 - the circumstances of the incident,
 - impact of the incident,
 - Action taken by the Service Provider to prevent an incident,
 - other data related to the incident, taking into account the current incident reporting form published by the National Data Protection and Freedom of Information Authority.

In the event of a data protection incident, the parties will jointly classify the incident into levels as follows:

- Low-level data breach: the unauthorized transfer, alteration, disclosure, intentional or accidental deletion or destruction of, or unauthorized access to, a negligible amount of personal data. This is especially the case if the data cannot be linked to a natural person.
- High-level data breach:
 - the unauthorized alteration, transmission, disclosure, intentional or accidental deletion or destruction of a wide range of personal data, or unauthorized access to them,
 - regardless of the scope of the data, any case where the incident is likely to have a serious adverse impact on the data subject, or where the adverse consequence is certain to occur. Upon request,
- the Service Provider provides the Customer with the opportunity to check in person





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knows how the service works, however, due to the lack of technical capabilities and copyright restrictions, the Service Provider does not provide access to the source code of the IT systems behind the service. The Service

- Provider shall immediately inform the Customer if any of its instructions, in the opinion of the Service Provider, violate the relevant data protection requirements. If the Customer maintains the instruction after the notification, the Service Provider shall be exempt from liability related to the given data processing activity.
- The Service Provider shall provide the Customer with all information necessary to verify the fulfillment of the obligations set out in Article 28 of the Regulation.

Supporting the exercise of data subject rights

The Customer is entitled to make a request to the Service Provider at any time if the Service Provider's assistance is required for the exercise of a right by the data subjects; in such cases, the Service Provider shall comply with the request within 20 days in consultation with the Customer. The Service Provider shall, taking into account the nature of the data processing, assist the Customer to the extent possible by taking appropriate technical and organizational measures to fulfill its obligation to respond to requests related to the exercise of the rights set out in Chapter III of the relevant Regulation (Rights of the data subject).

Registration obligation

The Service Provider keeps records of the Data Processing activities it performs.

Confidentiality

The Service Provider undertakes to treat confidentially the personal data and any additional information that the Customer becomes aware of during the performance of its data processing activities as specified in this Agreement and to use them exclusively for the purpose of performing the tasks specified in this Agreement. The Service Provider ensures that the persons authorized to process the data undertake a confidentiality obligation or are subject to an appropriate confidentiality obligation based on law with respect to the data. The Service Provider is bound by the confidentiality obligation set out in this clause both for the duration of the Agreement and after its termination, without time limitation. The confidentiality obligation set out in this clause extends to all employees and agents of the Service Provider who may become aware of the data in connection with this Agreement. The Service Provider guarantees that the persons listed here comply with the confidentiality obligation.

Obligations after the cessation of data processing

The Customer and the Service Provider agree that after the termination of the ad hoc data processing, the Service Provider will delete or irretrievably anonymize all data stored in its own IT system or return it to the Customer. If the Customer decides to delete or irretrievably anonymize the data, the Service Provider is obliged to ensure the permanent and irretrievable deletion of the data from all files of the Service Provider and its Contributors (including electronic and paper files) within 30 days. The deletion must also cover copies of the data. If the Customer decides to return the data, the Service Provider is obliged to return the data intact and in full within 30 days.

Correction of data entry errors - Responsibility for the accuracy of the data provided

During the ordering process, you have the opportunity to modify the data you have entered before finalizing the order (by clicking the back button in the browser, the previous page will open, so the data entered can be corrected even if you have already moved to the next page). Please note that it is your responsibility to ensure that the data you have entered is entered accurately, as the service will be invoiced and performed based on the data you have provided. Please note that an incorrectly entered e-mail address or the storage space belonging to the mailbox may result in the failure to deliver the confirmation and may prevent the contract from being concluded.





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Using the website

Purchase requires registration.

1. Login and account management:

- Visit the VPS subscription portal and log in with the account you registered.
- If you don't have an account yet, click the "Register" button and follow the instructions to create an account.

2. Purchase a VPS subscription:

- Once you've logged in, select your desired VPS subscription from the available options.
- Enter the subscription duration and other additional options, then click "Order". Follow the instructions to
- complete the payment.

3. VPS configuration and management:

- After you have successfully purchased your subscription, log in to your VPS control panel.
- Here you can configure and manage your VPS service, including starting and stopping it.

4. Billing and invoice management:

- You can easily access your invoices and payment history through the VPS subscription portal. You
- can track current and past invoices, and view payment history.

5. Support and assistance:

- If you have any questions or issues while using the VPS subscription portal, please contact us through the available support channels.
- We offer online chat support, you can send a message through the portal, and you can also contact us via email.

Finalizing the order (making a quote)

If you are satisfied that the contents of the shopping cart correspond to the services you wish to order and that your details are correct, you can complete your order by clicking on the "Place Order" button. The information provided on the website does not constitute an offer to conclude a contract by the Seller. In the case of orders subject to these GTC, you are considered the bidder.

By clicking the "Place Order" button, you expressly acknowledge that your offer shall be deemed to have been made and that your statement - if confirmed by the Seller in accordance with these GTC - entails a payment obligation. The Seller is obliged to immediately confirm the receipt of the order to the Buyer electronically. If this confirmation does not reach the Buyer within the expected deadline, depending on the nature of the service, calculated from the sending of the Buyer's order, but no later than within 48 hours, the Buyer is exempted from the offer or contractual obligation.

Order processing, contract formation

You have the option to place your order at any time. The Seller will accept your offer at the latest





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will confirm your offer by e-mail within 48 hours of sending it. The contract is concluded when the confirmation e-mail sent by the Seller becomes available to you in your email system.

Payment methods

Payment by bank card

You can pay quickly and securely with a bank card in our online store.

Completion deadline

The general delivery time for an order is a maximum of 1 hour from the date of order confirmation.

Sales abroad

The Seller does not differentiate between buyers within the territory of Hungary and those outside the territory of the European Union when using the Website. Unless otherwise provided in these GTC, the Seller ensures the delivery/receipt of the ordered services within the territory of Hungary.

The provisions of these GTC also apply to purchases outside Hungary, with the exception that, based on the provisions of the relevant regulation, a buyer, within the meaning of this point, is a consumer who is a citizen of a Member State or has a place of residence in a Member State, or a business that has a place of business in a Member State and purchases goods or uses services within the European Union exclusively for end use, or acts with such intention. A consumer is a natural person who acts for a purpose that is outside the scope of his commercial, industrial, craft or professional activity.

The language of communication and purchase is primarily Hungarian; the Seller is not obliged to communicate with the Buyer in the language of the Buyer's Member State.

The Seller is not obliged to comply with any non-contractual requirements, such as labelling or sector-specific requirements, set out in the national law of the Buyer's Member State in relation to the relevant service, or to inform the Buyer about such requirements.

Unless otherwise stated, the Seller applies Hungarian VAT to all services. The Buyer may exercise his rights in accordance with these GTC.

If an electronic payment solution is used, payment will be made in the currency specified by the Seller,

The Seller may withhold the performance of the service until it is satisfied that the payment of the price of the service and the delivery fee has been successfully and fully made using the electronic payment solution (including the case where, in the case of a service paid for by bank transfer, the Buyer transfers the purchase price in the currency of his/her Member State and the Seller does not receive the full amount of the purchase price due to the conversion, bank commissions and costs). If the price of the service has not been paid in full, the Seller may call the Buyer to supplement the purchase price.

In order to provide the service, the Seller provides non-Hungarian customers with the same access options as Hungarian customers.





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Consumer information based on Government Decree 45/2014. (II. 26.)

Information on the consumer buyer's right of withdrawal

According to Section 8:1, Paragraph 1, Point 3 of the Civil Code, a consumer is only a natural person acting outside the scope of his profession, independent occupation or business activity, thus **Legal entities cannot exercise the right to terminate without justification!**

The consumer has the right to terminate the contract without giving reasons in accordance with Section 20 of Government Decree 45/2014 (II. 26.). In the case of a contract for the provision of services, the consumer may exercise his right of termination within fourteen days from the date of conclusion of the contract.

The withdrawal period provided by Government Decree 45/2014. (II. 26.) is 14 days, the additional withdrawal period undertaken by the Seller in these GTC is a voluntary undertaking in addition to what is written in the law.

If the consumer has made an offer to conclude the contract, the consumer has the right to withdraw the offer before the contract is concluded, which terminates the binding nature of the offer for the conclusion of the contract.

Termination statement, exercise of the consumer's right of termination

The consumer may exercise his right under Section 20 of Government Decree 45/2014. (II. 26.) by means of a clear statement to this effect or by using a sample statement that can be downloaded from the website. In the event of withdrawal or termination in writing, it is sufficient to send the withdrawal or termination statement within 14 days.

Validity of the consumer's termination statement

The right of withdrawal shall be deemed to have been exercised within the deadline if the consumer sends his/her declaration within the deadline. The deadline is 14 days.

The withdrawal period provided by Government Decree 45/2014. (II. 26.) is 14 days, the additional withdrawal period undertaken by the Seller in these GTC is a voluntary undertaking in addition to what is written in the law.

The consumer shall bear the burden of proving that he has exercised his right of withdrawal in accordance with this provision.

The Seller is obliged to confirm the consumer's termination statement on an electronic data medium upon its receipt.

Seller's obligations in the event of termination by the consumer

Seller's refund obligation

If the consumer terminates the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller shall refund the full amount paid by the consumer as consideration, including the costs incurred in connection with the performance, no later than fourteen days after becoming aware of the termination.

If the consumer terminates the contract after the performance has begun, he is obliged to pay the Seller a fee proportional to the services provided up to the date of notification of the termination to the Seller. The amount to be paid by the consumer proportionally shall be determined on the basis of the total amount of the consideration agreed in the contract plus tax. If the consumer proves that the total amount thus determined is excessive, the proportional amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract.

Method of the Seller's refund obligation

In the event of termination in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller shall refund the amount due to the consumer in the same manner as the payment method used by the consumer. The consumer expressly





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The Seller may, with the consent of the Consumer, use another payment method for the refund, but the Consumer may not be charged any additional fees as a result. The Seller shall not be liable for any delay resulting from an incorrect and/or inaccurate bank account number or postal address provided by the Consumer.

Consumer rights in the event of termination

In the event of exercising the right of withdrawal, the consumer shall not bear all or part of the costs of performing the contract for the provision of services if:

a) the business failed to inform the consumer of the following:

aa) the deadline and other conditions for exercising the right of termination, as well as the model termination statement

ab) the consumer did not request the commencement of the performance of the service before the expiry of the notice period.

The right of termination cannot be exercised in the following cases:

The Seller expressly draws your attention to the fact that you may not exercise your right of withdrawal pursuant to Article 29(1)(a) of Government Decree 45/2014 (II.26.) in the case of a contract for the provision of services after the service has been fully performed. However, if a contract creates a payment obligation for the consumer, this exception may only be invoked if the performance has begun with the consumer's express prior consent and the consumer's acknowledgement that he or she will lose his or her right of withdrawal as soon as the business has fully performed the contract.

If you are entitled to exercise the right of termination, but have already used the service, you are obliged to pay the Seller the consideration for the service already used. The consideration for the service used is determined by the Seller based on the total amount of the consideration plus tax, based on the market value of the services provided up to the date of termination of the contract.

Information on the warranty of conformity of services for consumer contracts

This section of the consumer information has been prepared on the basis of the authorization of Section 11 (5) of Government Decree 45/2014 (II.26.) and taking into account Annex 3 to Government Decree 45/2014 (II.26.)

The Consumer Information applies exclusively to Buyers who are considered consumers; the rules applicable to buyers who are not considered consumers are included in a separate chapter.

Requirements for contractual performance in general in the case of the sale of digital content and digital services sold under a consumer contract (hereinafter referred to together as: service)

The service and performance must comply with the requirements set out in Government Decree 373/2021. (VI.30.) at the time of performance.

In order for the performance to be considered in accordance with the contract, the service that is the subject of the contract must

- must comply with the description, quantity, quality, type and functionality, compatibility, interoperability and other characteristics specified in the contract;
- it must be suitable for any purpose specified by the consumer, which the consumer has brought to the attention of the Seller at the latest at the time of conclusion of the contract and which the Seller has accepted;
- must have all accessories and user manuals specified in the contract - including commissioning instructions, installation instructions and customer service support -; and





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- must provide the updates specified in the contract.

In order for the performance to be considered in accordance with the contract - and - the service that is the subject of the contract

- it must be suitable for the purposes prescribed by law, technical standards or, in the absence of technical standards, the governing code of conduct for the same type of service;
- it must have the quantity, quality, performance and other characteristics that the Consumer can reasonably expect - in particular in terms of functionality, compatibility, accessibility, continuity and security - that are customary for the same type of service, taking into account the public statement made by the Seller, its representative or another person involved in the distribution chain regarding the specific characteristics of the service - in particular in an advertisement or on a label; it must have the accessories
- and instructions that the Consumer can reasonably expect - including packaging and installation instructions -; and
- must comply with the characteristics and description of the service presented as a sample, model or made available as a trial version by the Seller prior to the conclusion of the contract.

The service does not have to comply with the public statement if the Seller demonstrates that

- he did not know the public statement and did not need to know it;
- the public statement has been appropriately corrected by the time the contract is concluded; or the public
- statement could not have influenced the decision of the entitled party to conclude the contract.

Requirements for conformity with the contract in the case of the sale of digital content and the provision of digital services under a consumer contract

The Seller shall supply the digital content or digital service to the consumer. Unless otherwise agreed by the parties, the Seller shall supply the digital content or digital service to the consumer without undue delay after the conclusion of the contract, in the latest version available at the time of conclusion of the contract.

The service is considered to be performed if:

- the digital content or any solution necessary to access or download it has been delivered to the consumer or to a physical or virtual device chosen by the consumer for this purpose; or
- the digital service has become accessible to the consumer or has become accessible to the physical or virtual device chosen by the consumer for this purpose.

The Seller must ensure that the consumer is notified of and receives updates to the digital content or digital service, including security updates, that are necessary to maintain the digital content or digital service in conformity with the contract.

The Seller will make the update available

- during the period of supply of the digital content or digital service under the contract, if the contract provides for a continuous service over a specified period; or
- provided for a period of time that the consumer can reasonably expect, taking into account the type and purpose of the digital content or digital service, the circumstances of the conclusion of the contract and the provisions of the contract, as well as the prevailing customs and practices of the parties concerned, if the contract provides for a single service or a series of individual service acts.

If the contract provides for the supply of digital content or a digital service to be carried out continuously over a specified period of time, the digital content or digital service shall be subject to the following conditions:





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The conformity of performance with the contract must be ensured throughout the entire duration of the contract.

If the consumer fails to install the updates provided by the Seller within a reasonable time, the Seller shall not be liable for any failure of the service if it results solely from the failure to apply the relevant update, provided that

- the Seller has informed the consumer about the availability of the update and the consequences of the consumer's failure to install it; and
- The failure of the consumer to install the update or the incorrect installation of the update by the consumer is not due to a deficiency in the installation instructions provided by the Seller.

No defective performance can be established if, at the time of conclusion of the contract, the consumer was specifically informed that a specific feature of the digital content or digital service deviates from the requirements specified herein, and the consumer separately and expressly accepted this deviation at the time of conclusion of the contract.

The Seller shall be deemed to have performed defectively if the defect in the provision of digital content or digital services arises from its improper integration into the consumer's digital environment, provided that:

- the integration of the digital content or digital service was carried out by the Seller or under the Seller's responsibility; or
- the digital content or digital service must be integrated by the consumer and the improper integration was caused by deficiencies in the integration instructions provided by the Seller.

If the contract provides for a single service or a series of individual service acts, the Seller is liable for the defect - including updates and security updates necessary to maintain conformity with the contract - which exists at the time of performance in the case of the provision of digital content or digital service.

If the contract provides for the continuous provision of digital content or a digital service over a specified period of time, the Seller is liable for a defect in the digital content or digital service if the defect occurs or becomes detectable during the period specified in the contract.

If the contract provides for a single service or a series of individual service acts, it shall be presumed, unless proven otherwise, that the defect recognized by the consumer within one year from the date of performance already existed at the time of performance. However, the Seller shall not perform defectively if it proves that the consumer's digital environment is not compatible with the technical requirements of the digital content or digital service and informed the consumer of this in a clear and comprehensible manner prior to the conclusion of the contract.

If the contract provides for the continuous provision of digital content or a digital service over a specified period of time, the Seller shall bear the burden of proving that the service affected by the defect detected during the contractual period was in conformity with the contract during the period of performance of the service under the contract. However, the Seller shall not be deemed to have performed in a defective manner if it proves that the consumer's digital environment is not compatible with the technical requirements of the digital content or digital service and informed the consumer of this in a clear and comprehensible manner before the conclusion of the contract.

The consumer is obliged to cooperate with the Seller in order to ensure that the Seller, using the means technically available and requiring the least intervention by the consumer, can verify that the cause of the defect is the consumer's digital environment. If the consumer fails to comply with this obligation to cooperate, after the Seller has informed him of this obligation in a clear and comprehensible manner prior to the conclusion of the contract, the burden of proof lies with the consumer.

- the defect detected within one year of performance already existed at the time of performance, or
- a service affected by a defect detected during the contractual period was not in conformity with the contract during the period of performance of the service under the contract.





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Warranty

What rights do you have based on your warranty claim?

You may – at your choice – make the following warranty claims:

You may request repair or replacement, unless the fulfillment of the claim you have chosen is impossible or would entail disproportionate additional costs for the Seller compared to the fulfillment of your other claim. If you did not or could not request repair or replacement, you may request a proportionate reduction in the consideration or - as a last resort - you may withdraw from the contract.

You may switch from your chosen warranty right to another, but you will bear the cost of the switch, unless it was justified or the Seller gave a reason for it.

Special rules on warranty rights for digital content and digital services sold under a consumer contract

The consumer is also entitled - in accordance with the gravity of the breach of contract - to request a proportionate reduction of the consideration or to terminate the contract for the provision of digital content or the provision of a digital service if

- repair or replacement is impossible or would result in disproportionate additional costs for the Seller; in the
- event of exercising the right to repair or replace the goods, the Seller fails to bring the goods into conformity with the contract free of charge, without significant inconvenience to the consumer, taking into account the nature and purpose of the digital content or digital service, within a reasonable time from the date of notification of the defect by the consumer;
- a repeated performance error occurred, despite the Seller's attempts to make the service compliant with the contract;
- the defect in performance is of such gravity that it justifies an immediate price reduction or immediate termination of the contract; or
- the Seller has not undertaken to bring the service into conformity with the contract, or it is obvious from the circumstances that the Seller will not bring the service into conformity with the contract within a reasonable time limit or without causing significant harm to the consumer.

In the event of exercising the right to repair or replace the goods, the Seller shall - without causing significant inconvenience to the consumer, taking into account the nature and purpose of the digital content or digital service - bring the performance into conformity with the contract free of charge within a reasonable time from the date of notification of the defect by the consumer.

In the event of exercising the right to repair or replace the goods, depending on the technical characteristics of the digital content or digital service, the Seller may choose the method of bringing the digital content or digital service into conformity with the contract.

The reduction of the consideration is proportionate if its amount is equal to the difference between the value of the service actually provided to the consumer and the value of the service due to the consumer in the event of performance in accordance with the contract.

If the contract provides for continuous service over a specified period, the proportionate reduction of the consideration shall apply to the period during which the service was not in conformity with the contract.

If the consumer wishes to terminate the contract citing defective performance, the Seller has the burden of proving that the defect is insignificant.

If the Seller provides digital content or digital services or undertakes to do so, and the consumer provides only personal data or undertakes to provide such data to the Seller, the consumer is entitled to terminate the contract even in the event of a minor defect, but may not request a proportionate reduction in the consideration.

The consumer's right to terminate the contract under the warranty may be exercised by means of a legal statement addressed to the Seller expressing the decision to terminate.





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If the Seller fails to perform, the consumer is obliged to call on the Seller to perform. If, despite the consumer's call, the Seller fails to provide or deliver the digital content or digital service without delay or within an additional period agreed upon by the parties, the consumer may terminate the contract.

The consumer may terminate the contract without requiring the Seller to perform if:

- the Seller has not undertaken to provide the digital content or the digital service, or it is obvious from the circumstances that it will not provide the digital content or the digital service; or
- it is obvious from the agreement of the parties or from the circumstances of the conclusion of the contract that it is essential for the consumer to perform the contract on the specified date, and the Seller fails to do so.

In the event of termination of the contract, the Seller is obliged to refund the full amount paid by the consumer as consideration.

However, if the performance was in conformity with the contract for a specified period before the termination of the contract, the consideration due for that period shall not be refunded. In the latter case, the part of the consideration which relates to the period of non-conformity of the performance shall be refunded, as well as the consideration paid in advance by the consumer which would have been due for the remaining period of the contract if the contract had not been terminated.

If the consumer is entitled to a proportionate reduction of the consideration or to terminate the contract, the Seller shall fulfill its refund obligation immediately, but no later than fourteen days after becoming aware of the exercise of this right.

The business will refund the amount due to the consumer in the same way as the payment method used by the consumer. With the express consent of the consumer, the Seller may use another payment method for the refund, but the consumer may not be charged any additional fees as a result.

The costs associated with the refund are borne by the Seller.

In the event of termination of the contract, the Seller may prevent the consumer from further using the digital content or digital service, in particular by making the digital content or digital service inaccessible to the consumer or by disabling the consumer's user account.

In the event of termination of the contract, the consumer must refrain from using the digital content or digital service and from making it available to third parties.

If the digital content was provided on a physical data carrier, the consumer is obliged to return the physical data carrier without delay at the Seller's expense upon request made to the Seller within fourteen days of becoming aware of the termination.

The consumer is obliged to pay a fee for the use of the digital content or digital service for the period prior to the termination of the contract, which is proportional to the service provided in accordance with the contract.

Within what deadline can you assert your warranty claim?

You are obliged to report the defect immediately after its discovery, but no later than two months after the discovery of the defect. However, we would like to point out that you can no longer assert your warranty rights beyond the two-year limitation period from the performance of the contract.

The part of the repair time during which the Customer cannot use the service as intended is not included in the limitation period.

The limitation period for warranty claims for the part of the Service affected by the replacement or repair shall begin anew. This rule shall also apply if a new defect arises as a result of the repair.

Against whom can you assert your warranty claim?

You may assert your warranty claim against the Seller.

What other conditions are there for enforcing your warranty rights?





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Within one year from the date of delivery, there is no other condition for asserting your warranty claim than notification of the defect, if you prove that the service was provided by the Seller. However, after one year from the date of delivery, you are obliged to prove that the defect you have identified already existed at the time of delivery.

Information on the guarantee of conformity of services and warranty of goods for Customers who are not consumers

A Buyer who is not a consumer may – at his/her choice – make the following warranty claims:

You may request repair or replacement, unless the fulfillment of the claim you have chosen from these is impossible or would entail disproportionate additional costs for the Seller compared to the fulfillment of your other claim. If you did not or could not request repair or replacement, you may request a proportionate reduction in the consideration or the Buyer may repair the defect at the Seller's expense or have it repaired by someone else or - as a last resort - may withdraw from the contract.

You may switch from your chosen warranty right to another, but you will bear the cost of the switch, unless it was justified or the Seller gave a reason for it. In the case of buyers who are not consumers, the warranty right is enforceable for 1 year, which starts on the day of performance (transfer).

