

éptár Terms of Use

(Revised September 1, 2019)

Definitions

Member or "You": person or legal representative that signs the "registering form".

éptár, "We" or "Us": Éptár Ltd., a Delaware Corporation which is a provider of services that allow members to access to professional services offered to internet users (both members and guests) from the eptar.hu website.

Internet: Network of multiple connected servers situated in different geographic locales all over the world.

Identifier: General term designating any kind of confidential code or password that allows a member to identify himself or herself and to connect to the eptar.hu services. eptar.hu: website of Éptár Ltd.

Parties: Collectively refers to "Member" and "éptár" Terms: éptár

Terms of Use.

Objects

The object of this agreement is the definition of the general terms and conditions under which, on the one hand, eptar.hu provides its services to its members and, on the other hand, members can access and use these services. Connection to these services is conditional on the respect of these general terms and conditions. Validation of the registration implies the acceptance of all the conditions described below. In order to use any of the services offered on eptar.hu, You must agree to these Terms. By using any services provided on eptar.hu You are agreeing to the Terms.

Parties agree that Internet is an open and informal network made up from the connections between computer networks at an international level. These networks may have differing transmissions capabilities and be subjected to their own policies of use. No one can guarantee that the entire internet is functional at all times. Accessing these services is possible around the clock and every day except in cases of force majeure or an event that is outside the competence of eptar.hu and with all proper reserve as to possible system failures or maintenance works required for the proper running of all services and tools. Access and utilization rights to the services of eptar.hu are not exclusive and not transferable.

Using identifiers and passwords

The elements allowing members to identify themselves and to connect to the services of eptar.hu are personal and confidential. Any subscribed member of the eptar.hu services must be the only person to use it and is therefore solely responsible for the utilization of his or her password. Members undertake to keep their password secret and not to disclose it in any form.

Rules for using internet

eptar.hu is not responsible for any of the services available through the internet and has no control of any kind over the nature and character of the data that transit through its central server. The communication of members by means of passwords, confidential codes and generally of all information that the members deem to be sensitive or confidential is made at their own risk. Members acknowledges that data circulating through the internet may be regulated by terms of use or protected by property rights.

The member is solely responsible for the use of the data that he or she consults, requests or transfers through internet.

Conditions of joining eptar.hu

The member acknowledges that he or she has read the conditions listed in the present contract as they appear on the screen when registering to the service and expressly declares that he or she accepts them without any reserve. eptar.hu confirms the acceptance of the member to its service by sending a message to the email address entered by the member. The contract only takes effect when eptar.hu has sent a message confirming that the member's account has been APPROVED.

Users of the eptar.hu service

Users who wish to become members undertake to fill in the registration form by providing accurate information. In particular, users undertake that they will not create a false identity as the originator of messages.

Services

An online sales service

eptar.hu cannot be held responsible for access speed from any other site over the world or for any external loss of speed, as this is dependent on the complexity of the world network, the unequal capacity of different subordinate networks and data flow at different times of the day.

Maintenance

éptár continues to innovate and improve the services it offers to You. Accordingly, You expressly acknowledge and agree that the form and nature of services offered to You by éptár may change at any given time, without prior notice to you.

Furthermore, you acknowledge and agree that éptár, in its sole discretion may need to interrupt all or part of its services for maintenance or other reasons, without prior notice to You.

Responsibility

THE MEMBER ACKNOWLEDGES THAT EPTAR.HU CANNOT BE HELD RESPONSIBLE FOR INTERRUPTIONS AND ANY POSSIBLE CONSEQUENCES AFFECTING MEMBERS OR THIRD PARTIES.

It is stipulated that the Member is solely responsible for any direct or indirect material or immaterial damage caused by either himself/herself or one of his/her employees to eptar.hu or to third parties as a consequence of using the services of eptar.hu. You will both during and after the Term of these Terms defend, indemnify and hold harmless Éptár from and against any loss, injury or damage (including any legal costs and expenses and any compensation costs and disbursements) suffered and incurred by Éptár in consequence of any breach of these Terms by You.

eptar.hu cannot be held responsible in case of force majeure or because of events that are outside its competence such as any interruption of the access networks to the services it offers or loss of data. eptar.hu cannot be held responsible for any use of the service that does not conform to the present agreement. eptar.hu cannot be held responsible for the compatibility, reliability and usability of any software other than those it offers itself.

YOU EXPRESSLY AGREE THAT YOUR USE OF EPTAR.HU IS AT YOUR SOLE RISK AND THAT EPTAR.HU IS PROVIDED "AS IS" AND "AS AVAILABLE"

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT EPTAR.HU DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF EPTAR.HU IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EPTAR.HU IS NOT ERROR-FREE AND IS BEING PROVIDED "AS IS" AND WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND

ÉPTÁR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, WHETHER STATUTORY, EXPRESS, OR IMPLIED, ORAL OR WRITTEN (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

LIMITATION OF LIABILITY. IN NO EVENT SHALL ÉPTÁR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, (INCLUDING LOSS OF ECONOMIC ADVANTAGE, BUSINESS, PROFITS, DATA OR INACCURACY OF DATA), IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR FROM USE OF EPTAR.HU, WHETHER OR NOT ÉPTÁR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY (WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT TORT LIABILITY, OR BASED ON A WARRANTY) UNDER WHICH THE LIABILITY MAY BE ASSERTED.

Content ownership

Unless expressly specified, all software developed by eptar.hu allowing the creation of the member's site or made available to the member in the framework of its hosting remain the sole property of eptar.hu. You expressly acknowledge and agree that éptár owns all legal right, title and interest in and to all services provided by éptár. These services are owned by and proprietary to éptár and are protected by copyright, trademark, patent, trade secret and other applicable law, whether or not those rights happen to be registered or not. The Member will not copy or reproduce any part of the software and/or the accompanying documentation in any way and under any form; translate or transcribe the software and/or the documentation in any other language; adapt or add to them any object that does not conform to their specification. The Member will not attempt to reverse engineer, decompile, or disassemble any services offered by éptár. The Member does not acquire any right of any kind to the eptar.hu brand name or to any of the product brand names developed by eptar.hu. The Member will not sublet and/or put at the disposal of a third party in any way any part of the services of eptar.hu. You are only given a personal non-transferable nonexclusive license to use éptár. This agreement is a personal one, and only one agreement can be concluded by any single person or legal representative for a single email address, unless previously approved by eptar.hu.

Backup

eptar.hu is not responsible for Your loss of licensed software. You are responsible for backing up any software purchased, acquired, or otherwise obtained from eptar.hu.

eptar.hu is not responsible for any loss of data or any data corruption. Please review the [End User License Agreement](#) for information on licensing terms.

Member identification and permitted uses

Prior to accessing certain services, You may be required to provide information about yourself, such as identification or contact details, as part of the registration process. Further, You may be required to provide identification information to continue use of eptar.hu. You agree that any registration information You provide to éptár is accurate and current. You also agree to provide a current email address.

You agree to use eptar.hu only for purposes that are permitted by all applicable laws, regulations and practices and permitted by these Terms.

You agree to access eptar.hu only through the interfaces provided to You by éptár. You agree not to access or attempt to access any of the services offered to You by eptar.hu through any automated means, such as web crawlers.

You agree that You will not engage in any activity that interferes with or disrupts eptar.hu or the servers and networks which are connected to eptar.hu.

Privacy

Our Privacy Statement is designed to assist you-businesses, consumers and the general public-in understanding how we collect and use the personal information you provide to us, and to help you make informed decisions when using our web site and all of our related services therein. Please see our complete Privacy Statement at <http://www.eptar.hu/cadsupport.php?id=useraccount&Lang=ENG> .

Returns and refunds

All software sales are final, except in cases of defective software/media or unopened mail order products. All product exchanges/returns must be made within 30 days of original purchase date. In some cases, software developers may have specific terms in place that may impose additional limitations or exclusions on this return policy, which will be prominently noted in our product descriptions. Some software developers may offer limited return policies. Before purchasing, the Member should read all product descriptions and system requirements/compatibilities carefully, and read and accept the terms of the éptár Website User Agreement (this document) and the Software End User

License Agreement (<http://www.eptar.hu/cadsupport.php?id=useraccount&Lang=ENG>). The Member should contact éptár with any questions prior to purchasing.

For defective/incompatible products or incorrect versions received, please contact éptár to receive a Return Merchandise Authorization (RMA) number. We reserve the right to explore all possible support options, or to reject return claims that in our judgment do not meet the above criteria. We will issue you a credit card/PayPal refund for value of the product minus any applicable shipping charges and/or a 5% administrative fee. You must agree to immediately remove all installations and destroy all backups of the product you are returning.

Duration of the agreement

The present agreement is entered into by eptar.hu and the Member for an unlimited period of time. Either party can terminate it without any motive or advance notice. The Member should notify eptar.hu of termination by either traditional mail or email.

Modifications of the general terms of use

eptar.hu reserves the right to modify the present use of terms to adapt them to the development of the site on/or its use.

When these changes are made, éptár will make a new copy of the Terms available at <http://www.eptar.hu/conditions.php> and any new Terms will be made available to You from within, or through, eptar.hu.

You acknowledge and agree that if You use eptar.hu after the date on which the Terms have changed, You agree to be bound by the Terms as updated. YOU MAY NOT USE EPTAR.HU IF YOU DO NOT ACCEPT THE TERMS.

Violation of the agreement - Termination

In case of breach by either party of the terms of the present agreement by failing to perform their duties and failing to make good on it, the other party can terminate the agreement by a simple email message. In addition, eptar.hu reserves the right to terminate this agreement without advance notification if the member fails to respect one of the clauses of the present agreement and in particular in cases of piracy or an attempt to put to illegal use the information circulating on the network and relating to the connection to the account of the member. Also, eptar.hu reserves the right to suspend the access right of the member to his/her account on eptar.hu. eptar.hu reserves the right to terminate immediately the provided services without advance notification, in particular if the behavior of the Member is in violation of the terms and conditions of the present agreement. The Member renounces the right to appeal or protest against the suspension and the use the services offered by eptar.hu. In case of a violation of the present agreement, eptar.hu reserves the right to bring proceedings against the Member in order to allow the courts of justice to establish responsibility.

Copyright issues

The Member must obtain preliminary authorization for the use of any data protected by copyright or any other right to intellectual property from the legal holders of these rights, in particular before the public reproduction, display or communication of such data. Member warrants to éptár that any data or information provided to éptár by Member does not infringe any patent, copyright, trademark or trade secret of any third party in any country and Member will indemnify and hold éptár harmless from any such claimed infringement, provided that éptár provides Member with prompt written notice of each such claim.

You may not copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of eptar.hu or any part thereof.

Miscellaneous

Entire Agreement: These Terms constitutes the entire understanding of the Parties with respect to the subject matter hereof and merges all prior written or oral communications, understandings, and agreements.

Assignment: Member may not assign these Terms without éptár's specific prior written consent which éptár will not unreasonably withhold. Any attempted assignment by Member in violation of the foregoing will be void.

Force Majeure: éptár shall not be responsible for delays beyond its reasonable control.

Waiver: The failure by éptár to enforce at any time or for any period any one or more of the terms or conditions of these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

Severability: If any term or provision of these Terms shall be held by any judicial, arbitral, regulatory or other public authority of competent jurisdiction to be, illegal, invalid, void or unenforceable, it will be to that extent omitted and the validity or enforceability of the remainder of this Agreement shall not be affected. Whenever possible, each provision of these Terms will be interpreted in such a manner as to be effective and valid under applicable law.

Headings: The clause headings in these Terms are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement.

Relationship between éptár and Member: It is agreed and understood that Member is not the agent or representative of Éptár and has no authority or power to bind or contract in the name of or to create any liability against éptár in any way or for any purpose.

Nothing herein contained shall be construed to create a partnership or joint venture or employment relationship or agency relationship between the Parties.

Choice of Law: This Agreement will be governed by and construed in accordance with the laws of the State of Hungary (without reference to Hungarian's rules regarding conflict of laws) and the parties further consent to exclusive jurisdiction and venue in the district courts sitting in Budapest, Hungary. Member waives all defenses of lack of personal jurisdiction and forum non conveniens. Member further agrees that éptár shall be entitled to recover its attorneys' fees and costs expended in enforcing any of the terms of these Terms.

English: The English language version of this Agreement will control regardless of any subsequent translations of this Agreement.

No Licenses: Nothing contained in these Terms shall be construed as granting, by implication, estoppel or otherwise, any licenses or rights under any patents, copyrights, trademarks or other legally protectable proprietary rights (present or future) of éptár unless expressly provided for herein.

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