General Terms and Conditions
for the Software Service Contract of Maileon software

Effective as of January 1, 2015

1./ Scope

These terms and conditions regulate the contractual relationship as well as the general rights and obligations of the parties between Wanadis Kft as Service Provider and the Customer concerning the conditions of using the software „Maileon". The contractual relationship is effective as the parties sign the Service Contract of which these Terms are indispensable parts.

2./ Contracting parties

The data of the Customer are laid down int he Service Contract.

The data of the Service Provider:

Company name: Wanadis Kereskedelmi és Szolgáltató kft.
Seat: 1118 Budapest, Rétköz u. 7.
Company reg. no: 01-09-885144
Registered by the: Fővárosi Bíróság mint Cégbíróság
Tax no:: 14020362-2-43
Bank account:
Represented by: Kálmán Tamás, ügyvezető igazgató
Telefon: 06-1-248-0678
E-mail: info@maileon.hu
Homepage: www.maileon.hu

3./ The provided Service

The system MAILEON, available at the web surface provided by Wanadis Kft, is applicable to send personalized e-mail newsletter, to measure the efficiency of such newsletter and to manage the subscribers.
The Service means the access and the usage of the software via the MAILEON web surface 24 hrs per day every day.

Customer declares that he's already been informed concerning the details of the Service such as the functions, and the working method of the MAILEON software and the actual version of the software meet his needs.

4./ Activating the Service

The informations found on the webpage www.maileon.hu are not official offer, they can be only be deemed as a non-binding information.

The contractual relationship is effective as the parties sign the Service Contract of which these Terms are indispensable parts.

The launch of the service in case of "Pre-paid volume-based e-mail sending" service is as follows:
After generating the user account, Service Provider send the first invoice to the Customer containing the fee for the first paying period (the fee of the first month or first year depending the contract). Before the payment of the first invoice, the user account is inactive which means that it has all the necessary functions, but sending an e-mail.

After the arrival of the first payment, Service Provider activates the user account of the Customer within 1 workday, which means that the Customer is allowed to send the number of e-mails ordered in the contract. The pre-paid amount must be used within 12 months, after that the balance of pre-payment is lost.

Shall the firts invoice not paid within 8 days from the due date of the invoice, the contract is deemed to be void, and Service Provider is entitled to delete the user account. After that, Service Provider has no obligations towards the Customer and Customer is obliged to delete all links and source codes joined to MAILEON service.

The launch of the service in case of "Monthly volume-based" service is as follows:
After generating the user account for the Customer, the Service Provider activates the user account. After activation, e-mail sending is enabled, and the service is available for the Customer to be used according to the contract. The Service Provider prepares a summary based on the number of e-mails sent by the Customer, and according to the Annex 1 of the Service Agreement. Service Provider prepares an invoice and specifies the due date for payment, and sends the invoice to the Customer.

In case the payment for the first invoice will not arrive to the bank account of the Service Provider within 8 days after the due date of the invoice, then the contract is cancelled, and the Service Provider has the right to cancel the user account of the Customer. After that, the Service Provider has no obligations toward the Customer whatsoever, and the Customer is obliged to remove all source code and reference from its webpages that are relate to MAILEON.

5./ Rights and obligations of the Customer

The Customer is prohibited to transmit password and other personal login and access data to third parties. All credentials must be stored protected, so that third parties cannot access them. Key word and password have to be changed at the first use of MAILEON surface. Disadvantages and additional costs resulting from the violation of these obligations are at the expenses of the Customer.

The hardware and software suitable to use the service is provided by the Customer. No intermediary can be engaged under this Service, MAILEON can be used by the Customer. Any transmitting, marketing of the Service can be made upon the written consent of the Service Provider.

The newsletter is composed by the Customer. The newsletter must contain the following details: The name and the address at which the contracting partner is located; the appropriate (commercial or other) registration number; the authorised substitute, contact information, consisting of at least one valid telephone number as well as an email address.

Customer is obliged to send out email volume with the following criteria:

- Bounce-Rate: Max. 10%
- Open-Rate: Min. 5%
- SPAM-Complaint: Max. 0,1%

In any case of not satisfying these criteria, customer will be switched over to lower SenderScore IP addresses.

Customer is obliged to inform the e-mail recipients according the actual rules to the possibility and the way of revoking consent to newsletter consignment.

Any change of data listed in the contract (including change in the address of the invoice) shall be notified immediately, but no later than 8 (eight) days by the Customer. Customer also has to notice the Service Provider immediately if an insolvency or bankruptcy process is started against him. Disadvantages and additional costs resulting from the violation of these obligations are at the expenses of the Customer.

Customer is obliged to obey the regulations of the laws 2008/XLVIII (upon the commercial marketing) and the 2011/CXII (upon the maintaining of personal data)

6./ Rights and obligations of Service Provider

Service Provider is obliged to warrant accessibility to the Customer for the service designated in point 3./ on 7 days a week and 24 hrs a day. Service Provider guarantees availability of 99 % on an annual basis.

The Service Provider informs the Customer that all email marketing activities based on XQueue technology fully comply with local laws. No e-mails will be consigned to addresses that have already had three hard bounces.

Service Provider is entitled to limit and decrease the quantity or quality amount of the service in the following cases:
   -    the Customer violates his obligations or embarrasses providing the service or the operation of the Provider
   -   the Customer transfers the service for a third party without the written consent of the Provider
   -   Customer has a delay in payment for more than 30 days
Service Provider is obliged to terminate the limitation immediately when Customer terminates the cause of limitation.

Service Provider is entitled to change the contractual clauses with his unilateral statement int he following cases
   -   it's obliged by a change of a statement of law
   -   it's due to a relevant change in the circumstances of the service
   -   in cases determined by the Provider in the followings
            - change in the text of the contract if this not affects the services already provided
            - introducing new services

Unless otherwise written in statutes the change shall not generate relevant changes in the circumstances of the service agreement. Relevant change means including but not limited a change in use or quality of the service.

7./ Service fee, terms of payment

The actual fees of the service are available on the webpage www.maileon.hu. Customer is allowed to choose between multiple options, each of them has two significant attributes: number of e-mails can be sent in a month; and the monthly fee.

Provider is entitled to change the actual fees at any time, with a 30 day prior written notice to Customer sent to the e-mail address given in the contact and uploading them to the webpage www.maileon.hu.
The modified prices not affect the time based fee of the period already paid. Should the Customer not accept the modified prices he is entitled to terminate the contract as a termination for convenience. The termination will take effect after the period already paid.

The invoice shall be sent on the first workday of the period with a payment term of 8 days. Shall a Customer fail to pay the invoice including the VAT in this period, Provider may charge default interest in the amount of the double of the base rate. The right to claim further damages shall remain unaffected.

8./ Fees of extra services

The service fee includes only the use of the full functional software, and excludes making of the newsletter, uploading them to the software, adjusting the settings, and maintain the data. These can be done by the Customer on the web surface of MAILEON. Upon the request of the Customer, Provider may fulfill these tasks for extra fee upon a separate contract, which has no impact to these terms and conditions.

9./ Term and Termination

The Agreement set forth for an indefinite period may terminate by either party without cause, by providing the other party thirty (30) days prior written notice. The Customer may assume a period of allegiance, in this case the contract set forth for a definite period till the end of the allegiance period. Unless otherwise noticed, after expiring, such contract also turns to an indefinite period contract.

The Agreement set forth for a definite period shall not be terminate before the date agreed unless a breach of the contract is occur. Shall the Parties continue the contact after the definite period, it turns to an indefinite period.

Either party may terminate this Agreement if the other party materially breaches any of its obligations under this Agreement or fails to perform services in a workmanlike manner especially in the following cases:

- the Customer violates his obligations and embarrasses providing the service or the operation of the Provider, and Customer fails to terminate such activity in 3 days of a written notice containing a warning for the consequences
- the Customer use the service for breaking the law
- Customer has a delay in payment for more than 60 days

The Termination shall be communicated via e-mail or in writing, in a recorded delivery letter which is sent to the address of the Customer. The Termination is deemed to be posted even if the record contains one of the following notices: "non reclamé; refusé;, inconnu; déménagé". After warning the Customer, Provider is entitled to limit the service. Upon termination of this Agreement, Customer shall pay to Provider all fees due through the effective date of such termination.

Service Provider is entitled to modify the Terms and Conditions after posting the planned modifications on its website 30 days prior to the effective date.
When Service Provider posts planned modifications of the Terms and Conditions on its website, Customer is entiteld to terminate the service contract with an immediate effect before the effective date of the modifications of the Terms and Conditions planned by the Service Provider. Customer in this case must terminate the contract by sending a termination letter or email to the service provider.

10./ Intellectual property rights

Customer acknowledges that the MAILEON software, and the contents of the web surface (including, but not limited to text, data, video, audio, picture – excluding the material provided by the users – hereinafter: Material) contains proprietary and confidential information of Provider and the manufacturer of the software. Any use of the software and any such Material can be made upon the prior written consent of the Provider. Unauthorized use breaches the laws upon the intellectual property rights and inherent rights.

The whole or a part of the webpage can only be saved or printed for personal use, and it's prohibited to multiple, transfer, spread, or make accessible in any way the downloaded material for commercial purpose.

11./ Warranty, limited damages

Provider will not be liable for any damage as a result of misuse, system breakdown, or wilful or wanton law-breaking use, especially not liable for any indirect or consequential damage, expense or incurred by Customer.

Customer agrees to indemnify and hold Provider harmless against any loss, damage, expense, or cost, fees, arising out of any claim, demand, or suit occured because the Customer breaches any regulation of any laws (including but not limited to the joint liability declared in the law no 2008/XLVIII)

12./ Data maintenance by the Provider

The Provider maintains personal data given at his free will. The Provider use the data confidentially, only for the purpose of authenticate the users and only as necessary to perform

the Services under the governing laws. Provider shall obey the governing laws through the whole data maintaining process.

The Provider declares that e-mails are actually sent out by the owner and operator of the Maileon software, which is Xqueue Gmbh, the data handler (Christian-Pless-Strasse 11-13, 63069 Offenbach am Main, Germany). The Provider transfers the personal data of the Customer to Xqueue Gmbh in order to send the e-mails. The Provider in its contract with Xqueue Gmbh ensures that Xqueue Gmbh manages data according to the Hungarian data protection law.

The personal data of the Customer shall be noticed to third party (except to Xqueue Gmbh, for which the above statements apply) in the following cases:
- Provider started a claim against the Customer caused by a delay in payment, or the Customer is inaccessible.
- Customer causes or attempts to cause damage or tries to deceive the Provider.

After terminating this contract, the Provider is obliged to irrevocably erase all personal data within 30 days from his computer systems and data media, and prove that to the Customer.

13./ Data maintenance by the Customer

Any data maintenance can be me for a determinated purpose according to the laws. Provider shall not be liable for such a data maintenance concerning the data uploaded, stored, managed by the Customer. Provider does not have a connection to those data, neither connects any data base. Customer is obliged to meet the data maintaining requirements by oneself.

Concerning the data uploaded and stored by Customer, according to the law no. CXII. of 2011, the Customer is labeled as a data manager, and Provider is a data processor. Therefore any liability concerning the data management shall be borne by the Customer.

14./ Miscellaneous

Parties agree that Provider entitled to allude to this contact as a reference.

If any part, term, or provision of this contract is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this contract shall not be affected.

The questions not mentioned in this agreement are governed by the laws of Hungary, especially the law no 1999/LXXVI and the law no 1959/IV (Civil Code)

This Agreement shall be governed by and interpreted according to the laws of Hungary. For purposes of any litigation that may arise out of or in connection with this Agreement, the parties consent to the exclusive jurisdiction of the Budai Központi Kerületi Bíróság, Budapest Hungary.