

Terms and Conditions

1. Service Provider

Name: Color Card Informatics Ltd.

Headquarters: 13 , 3/23 Almássy telep, Székesfehérvár, 8000, Hungary

Name of Representative: Viktor Verebéli

Company registration number: 07-09-017828 / 8

Registering court: Fejér County Court

VAT number: 11740188-2-07

Account-holding bank: OTP BANK

Account number: 11736006-20385495

E-mail: info@web2points.com

2. Website Activity

The website (web2points.com, hereinafter Website) is intended to provide regular customer service system (loyalty system), under which Users using computer devices can carry out point collection actions, loyalty actions and campaigns.

3. General Terms and Conditions

3.1. Terms of Service Use

3.1.1. Website services can be used after registering (and login) and payment of fee.

3.1.2. It is not allowed to use any system or solution, which is aiming or resulting a server failure, or which endangers in any way Website or any service offered by Website.

3.1.3. User is obliged to assure not to damage the rights of third parties or the regulations either directly or indirectly.

3.1.4. Service Provider reserves the right that if a user breaches the Terms and Conditions, or the service is used abusively, Service Provider permanently restricts the access without warning or notification, at the same time he cancels the registration and deletes all the related data.

3.2. Responsibility

3.2.1. Information available on Website is published in good faith, but this information is for reference purposes only, Service Provider shall not be liable for accurate and complete information.

3.2.2. Neither Service Provider nor its employees or its agent shall be liable for any losses, damages, costs (including, without limitation, any loss of profit, indirect, incidental or consequential loss) which may arise from the entry into Website or using it. User uses Website solely at his own risk, and agrees that Service Provider is not responsible for any material and non-material damage except the damages caused intentionally, or by gross negligence, or by an offense during the usage against life,

or health caused by a breach. The exceptions are identified in section 4 and 5, where the rules are applied by that points, as well as by other relevant legislation.

3.2.3. Service Provider disclaims all liability certified by Website user's behavior. User is fully and solely responsible for his/her own conduct, in such cases Service Provider shall fully cooperate with the authorities acting in order to detect violations.

3.2.4. Service Provider is not responsible for the errors in the content or for the operational errors , or for missing parts arising directly, indirectly, or at random, Service Provider does not accept responsibility for any errors arising from entering incorrect data.

3.2.5. Because of the global nature of Internet, User agrees to proceed in view of the provisions of the relevant national laws when using Website. If any activity related to the use of Website under the laws of the state of User is not allowed, User shall exclusively take the responsibility.

3.2.6. If User notices any objectionable content on Website, User is obliged to inform Service Provider immediately. If Service Provider finds this remark true during the process carried out in good faith, Service Provider shall be entitled to immediately cancel or modify the information.

3.3. Copyright

3.3.1. Website is protected by copyright. Service Provider is the copyright holder or the authorized user of all the content displayed on Website and not generated by Users; any copyright work or other intellectual creations (including all the artwork and other materials, Website interface layout, editing and the used software and other solutions and ideas and realizations).

3.3.2. Service Provider is entitled to use all the non-user generated trademarks (brand name, logo etc) appearing on Website. For any User of Website the registration and the usage of Website or the Terms and Conditions or any provisions are not granting the right to use or utilize any trade mark or trade name.

3.3.3. Beyond the displaying of Website in regular use, and the necessary temporary reproduction or copying for private purposes, this intellectual property shall not be used or utilized in any form without the prior written consent issued by Service Provider.

3.4. Other Provisions

3.4.1. Service Provider reserves the right to perform any corrections or changes on Website without prior notice. Service Provider reserves the right to relocate Website under a different domain name.

3.4.2. Users using the service specifically agree to store the entered data by Service Provider for the period specified in General Terms and Conditions.

4. Service Provider's Loyalty Scheme

4.1. General Provisions

4.1.1. On Website Service Provider offers the usage of several service packages and customized solutions in the frame of a loyalty system service.

4.1.2. By a framework of service packs Service Provider makes available a loyalty system (hereinafter referred to as Loyalty System) on Website given by functions of access and electronic storage of User's data and its recall, for the purchase of certification required to use an electronic signature.

4.1.3. Service Provider ensures those functions of Loyalty System used by User, which are included in the ordered service package. Service Provider will publish all the current content on Website including the price, the related functions and services of the individual service packages (hereinafter collectively referred to as service packs).

4.1.4. Service Provider offers Service Packs for a fixed period of 1, 3, 6 and 12 months or in case of a unique solution for an individually fixed term negotiated by Parties. However, after the expiry of the fixed term, the contract - in absence of a different statement done by User - is automatically extended. If User does not wish an extension of the contract, it should be noticed in writing (e-mail) before the expiry of the contract (and thus automatic prolongation of the contract).

4.1.5. On Website at the tab available under "Service Packs" link Service Provider indicates the prices including VAT for the available monthly and the other fixed period services offered in Service Packs including the fee for each e-invoice for each service package.

4.1.6. By sending an e-mail - in which the indication of the account number is required - until the end of the relevant month of the termination notice User can terminate the contract of services provided for a fee by General Terms and Conditions. In case of User's termination of Service the already paid fees will not be refunded.

4.1.7. Instead of Service Provider, User hereby irrevocably undertakes all fines, damages and costs enforced against Service Provider by the competent authorities or third parties and which are based on the responsibility together with the agent of issuing invoices by Act CXXVII of 2007 on the Value-Added Tax (hereinafter referred to. VAT Act) in case of a User's breach of that law and the contract.

4.1.8. User gives the consent for starting the service upon ordering a service - if there is a condition to pay a service fee - and paying the service fee, which means User can no longer exercise the right of withdrawal based on point (II.5.) § 5. a) of Government Regulation no. 17/1999 explaining the contract binding between distant parties.

4.2. Additional Services and Custom Solutions

4.2.1. Service Provider provides the opportunity to Users for developing additional features besides Website features. In every case, it is based on individual needs assessment and tender.

4.2.2. Other services. Service Provider will publish on Website the content and the detailed terms of other services. The present Terms and Conditions - in absence of different specific conditions for a specific service – shall be applied for such services.

5. Order the Service, Terms of Use

The availability of user functions and certain services depends on a valid ordering and sign-in, and – if otherwise is not expressed in the present Terms and Conditions or otherwise is not agreed between the parties – on the payment for the service. In section 4 the present Terms and Conditions can specify further conditions for some services.

5.1. Order

5.1.1. User can choose the appropriate bundle of services intending to use Service Provider's service defined by Service Provider and published on Website.

5.1.2. User can start the ordering process clicking on the "Order" button.

5.1.3. After clicking the Order button, on the appearing page, by entering the required data, User can order the service.

5.1.4. The registration is depending on the reading and accepting the Terms and Conditions and the Privacy Statement. By checking the check box along with the texts of "I accept the Terms and Conditions" and "I understand and agree to the Privacy Statement", then by clicking on the "Order" link, User declares that this privacy statement is read and understood and accepted, by this User specifically expresses the consent to the data management of the entered data.

5.1.5. After placing the order, Service Provider sends an electronic invoice to the e-mail address given by User.

5.1.6. After balancing the invoice, Service Provider sends User the login information for the account in another e-mail .

5.1.7. User is entitled to cancel the registration at any time by sending a message containing the request for cancellation to the e-mail address info@web2points.com. After the message has been delivered, Service Provider shall promptly cancel the registration. After the deletion, User's data will be removed immediately from the system, unless User declares that he wishes to use the system again later, in this case the account will be deactivated, which may be restored to the last state at any time.

5.1.8. Service Provider reserves the right to cancel any user registration, who believes that the name, the photo, the e-mail address, other personal data or right of any other person were abused, especially if it is known that the involved user name is a trademark, or being under other types of protection, or User is prejudicing a legitimate interest of another person, being indecent, or talking obscene words, being racist, abusive or insulting towards religious, national, ethnic, sexual affiliation, or if it can be considered as a veiled or overt advertising media.

5.1.9. User is solely responsible for maintaining the user account information (especially the password) confidentiality.

5.1.10. If User becomes aware that the password provided during the registration is accessed by an unauthorized third party, User must immediately change the password and if it is assumed that the third party using the password is abusive in any way, User shall simultaneously notify the Service Provider. Damages arising from the failure of the above obligations mean the sole responsibility of User. User is responsible for any damages caused to Service Provider or any third parties arising from an unauthorized use of the account or the password.

5.2. Tender, Confirmation, Conclusion of Contract

5.2.1. The submitted tender for Service is confirmed by an e-mail sent to User no later than 48 hours after the offer arrival; based on User's registration, this confirmation e-mail contains the specified name, the ordered service package name and the duration, the order date, the ordered service fee package and if the bank transfer payment method is selected, the call to the due date, and the bank account number of Service Provider. On Service Provider's side this confirmation e-mail means the acceptance of User's offer. Acceptance of the offer means a valid contract between Service Provider and User. Conclusion of the contract is available in Hungarian, English and German.

5.2.2. If the acknowledgment is not received by User within 48 hours of receipt of the offer, or Service Provider does not accept the User's offer in any other way, User shall be exempt from the tender.

5.2.3. After 48 hours from User's tender, the automatic confirmation e-mail is not considered as a part of the contract offer given by Service Provider.

5.2.4. Service Provider provides the certain services from the date of the order for service packs. At the option of the bank transfer payment method, if the service fee is not credited on Service Provider's bank account within 7 days of the date of the service order, Service Provider is authorized to deny Service until the amount is credited on Service Provider's bank account.

5.3. Payment

5.3.1. Credit card payment. In accordance with paragraph 5.2.8, during the ordering procedure of the service, User pays the service fee to Service Provider with credit card using a credit card payment interface.

5.3.2. Wire Transfer. By bank transfer, User is required to pay the fee for the ordered services to the Service Provider's bank account number of 11736006-20385495 within 3 days of the order.

5.3.3. Invoice. In case of credit card payment, after the payment had been made, while in the case of a bank transfer payment on the date when the amount is credited on Service Provider's bank account, Service Provider sends electronically an invoice to User in order to verify the ordered services.

5.3.4. Reception of the electronic invoice. User declares that the acceptance of an electronic invoice is not an impediment. If, after accepting this contract, this issue changes and User indicates it to Service Provider, Service Provider undertakes to issue paper based invoices (extra administration fee may be applicable).

5.4. Contract Registering

5.4.1. Contract concluded through Website does not constitute a written contract, Service Provider will not register it.

6. Termination of Contract

6.1. If User requests the cancellation of the registration by paragraph 5.1.11. , this request means also the termination of the contract concluded by this Terms and Conditions. As a result of this kind of termination of the contract, the effects specified in section 4.1.9 shall be applied.

6.2. If the cancellation of the registration of User is done on the basis of the paragraphs 3.1.4. or 5.1.12., present contract - based on the current Terms and Conditions - will be terminated with immediate effect by Service Provider, User is not entitled to receive the proportionate part of the paid fee, Service Provider is eligible to have this part of fee as a lump sum compensation.

7. Enforcement Activities

7.1. Location of Complaint Management

Regarding Service Provider's activities, User can submit consumer complaints by the following address:

E-mail: info@web2points.com

7.2. Complaint Management Method

Using the address indicated in paragraph 7. 1, consumer complaints against Service Provider's activity will be responded meaningfully within 48 hours the latest - in this time public holidays are not counted under these Terms and Conditions - indicating the possible location, the ways of law enforcement, the open deadlines for enforcement, if applicable.

7.3. Other Enforcement Options

If a consumer dispute that may exist between Service Provider and User is not resolved during the negotiations with Service Provider, the following enforcement options are open for User:

7.3.1. Complaints to the consumer authorities. If User notices a violation of consumer rights, User shall be entitled to request help from the competent authority of the consumer protection at the place of residence. Following the judgment of the complaint, the consumer protection authority decides to carry out the procedure.

7.3.2. Arbitration board. With a view to a peaceful settlement of consumer disputes concerning the quality of services and the conclusion of the contract and performance, User may initiate an extrajudicial procedure at the arbitration body attached to the place of residence of the relevant professional body.

7.3.3. Court proceedings. User is entitled to enforce the claim of a consumer legal dispute before the court within the framework of Civil Procedure under the provisions of Act IV of Civil Code of 1959, and Act III of 1952 on Civil Procedure.

8. Terms of Unilateral Modification

8.1. Service Provider shall be entitled, with prior information to Users, to change unilaterally these Terms and Conditions. After the entry into force, the amended provisions will be effective towards User at first use of Website and for subsequent orders.

8.2. These General Terms and Conditions will entry into force at the date of 01/01/2012.