
General Terms and Conditions

The present Agreement regulates the use of “beautyApp” online Business Management System that is operated by Beauty Solution Ltd. (hereinafter referred to as Service Provider)

Short name of the company: Beauty Solution Ltd.

Name of company: Beauty Solution Limited Liability Company

Head office: 6/A Posta Street H-8600 Siófok, Hungary

Trade Registry Number: 14-09-315569

Tax number: 25826533-2-14

EU tax reg.number: HU25826533

Representatives:

István Balassa (Mr.)(+36 30 378 7974), Ferenc Mózsza (Mr.) (+36 70 413 7170)

Email: support@beautyapp.hu

Following the User’s regular registration, a contract is concluded between the Service Provider and the User, and the service provision is started by the Service Provider. The acceptance of the Hungarian General Terms and Conditions (GTC) shall be deemed to be a written contract, that is recorded by the Service Provider and made available to the User. Service Provider reserves the right to unilaterally modify the General Terms and Conditions as well as other terms and guidelines, about which Service Provider will notify the Users in the form of a brief written notice. The User can receive information via e-mail message sent by the Service Provider, which can be tracked at the address specified at the profile settings. Service Provider ensures, that the text of the GTC in force can be available, recalled, stored by the User on a permanent basis at the <http://www.beautyapp.hu/aszf> link.

1. Terms of Use

The beautyApp Business Management System is a rented online service, which is operated by the Service Provider and is available for contractually capable persons or business entities, who are validly registered in the beautyApp website based on their economic activities (and not as consumers). Considering the above, the present GTC is not subject to regulations of the Government Decree about the detailed rules of contracts between consumers and enterprises No. 45/2014 (II. 26.) or other provisions of the consumer law.

With the registration, the User declares that has attained the age of 18 years, is a capable person, who will use the present service (Management System) as a company or as the representative of a company (and not as a consumer) and in each case registers on the behalf of his own or as the representative of a company by giving real personal data and contact details.

It is forbidden to use beautyApp application for the support of those companies, whose activity is illegal or involved in any economic activity that is considered immoral or otherwise objectionable by the Service Provider. User must provide real data during the registration. If the Service Provider becomes aware that the data provided by the User are not real, or contain false elements, it is entitled to refuse the registration and to partially or totally restrict the access, or to completely exclude the User from the use of BeautyApp application.

2. Subscription fee

BeautyApp is an online Business Management service. Each independent business use an own beautyApp subscriber account (subscription) for the data record, which is a unit that operates separately from other business entities. Access of other staff members to each beautyApp subscription can be given only by the User with Administrator rights.

Service Provider will issue an electronic invoice after the payment of the subscription fee is settled. Service Provider undertakes to keep and preserve the issued electronic invoices continuously available for the customer in its own system. Customer accepts the electronic billing system.

2.1. Free BeautyApp trial period for 30 days

After the first registration, each new User has a 30-day free service period (trial period) that starts at the day of applying for the first beautyApp subscription; during this time the application's functions are unlimitedly accessible. By the end of the free trial period, the operation of beautyApp can be terminated at any time without any apparent justification.

2.2. Payment terms of BeautyApp subscription fees

The subscription fee is paid by the User to the Service Provider on a monthly basis. All the payments are registered and accounted by the Service Provider and the updated balance and payments are available on the relevant area of the beautyApp application for all those Users who have administrator's authorization. The User can settle the payment by online payment or by bank transfer to the Service Provider's bank account.

The regular subscription fee of beautyApp, which is available as an online application, includes the continuous operation of the system as defined below, including day-to-day backup and storage in a server at an independent location. The regular gross subscription fee depends on the selected subscription package and on the functions, that had been selected and ordered by the User. Active Users are those who are eligible to sign in to beautyApp.

The subscription fee includes the VAT and the mandatory charges as well as the control of a specified number of users, the daily data backup, the functions corresponding to the package, the unlimited admission to the application, the guaranteed customer support within 2 working days, the safe 7/24 hour technical operation and the development of the system.

In case of late payment Service Provider reserves the right to limit (suspend) the service in part or in full at the end of the payment deadline.

The subscription fees are payable for the Service Provider also for the period of suspension that is due to late payment. The current fees are available at www.beautyapp.hu web site.

3. Obligations of the Service Provider

The Service Provider shall provide the User with the operation of the beautyApp System that can be rented as an online service set out in the present GTC.

If the Service Provider causes material injury to the User - taking into account the nature of the service - it is the responsibility of the Service Provider that if User acted with due care (e.g. but not exhaustively: User has provided adequate and continuous data backup, suitably regulated the system access rights and acted with due care during the mitigation of damages), the Service Provider shall provide professional support for the restoration of the original condition and for the mitigation free of charge.

In case Service Provider is unable to provide availability that is undertaken in the present General Terms and Conditions due circumstances outside its control - due to the fact that the User is late in providing information or for any other reason - , the Service Provider shall immediately inform the User.

The Service Provider must immediately notify the User about all the circumstances that would obstruct or hold back the performance of the service. The Service Provider is responsible for the loss that is attributable to the liability due to decreased service level.

3.1. Limitation of liability

Service Provider shall not be liable for the User's conduct vis - à - vis other Users or any other third party or for obligation of acting as a guarantor. Service Provider shall not be liable for any damages that occurred - and mainly had been caused by computer virus - in the User's IT equipment or any other property during the log in, the use of beautyApp or while opening the newsletter. The Service Provider does not take any responsibility for the unavailability of the system due to the fault of the internet service provider or due to its slow operation.

The Service Provider's liability is excluded for any conduct (especially damage) that is resulted by amateurish, illegal use that is against the GTC, or for the lower material benefit of the User or for the lack of financial gain that had been expected from the use of the service, or for the User's losses.

The Service Provider is also not liable for any damages or losses of any kind resulting from the loss of personal or confidential information, from the unavailability of the hardware or the software wholly or partly, from personal injury, or from the failure to fulfil any obligation (including negligence, good faith or rational reasoning).

During the performance of the present contract, the Service Provider has no obligation and responsibility to disclose and repair the incorrect data record of the Users and to the resulting debugging and repair.

The content of beautyApp and www.beautyapp.hu is the exclusive intellectual property of the Service Provider, and can be used online, printed or otherwise - only with the prior consent of the Service Provider. Part of BeautyApp

and www.beautyapp.hu web site can be downloaded, saved or printed for individual (private) use only. However, this permission does not mean a contribution to the reproduction, dissemination, disclosure, storage in database, storage or any revision of downloaded material for commercial purposes. Images available on beautyApp and www.beautyapp.hu webpage can be used by third parties only with explicit permission. Their unauthorized use violates copyright laws and the legislation on the protection of privacy.

3.2. Liability for damages

Taking into consideration the advantages defined in the present contract and the amount of the fee, Service Provider assumes liability for damages up to a maximum of three (i.e. three) monthly charges.

3.3. Conditions for Subcontracting

Service Provider can involve subcontractors during the execution of the present contract. Service Provider is responsible for the activity of the Subcontractor for both the quality requirements and the time limits as if it had completed the work in its entirety; Service Provider is obliged to supervise the activity and the products of the subcontractor involved in the execution of the services in accordance with the quality assurance standards applied for the Service Provider's own activities; Service Provider shall ensure that its subcontractor acts in accordance with the business secrecy undertaken by the Service Provider.

4. The obligations of the User

The User is obliged to accept the Service Provider's contractual fulfilment and to pay the fee of the service for the Service Provider within the deadline. The User is required to provide the cooperation that is needed for the Service Provider to perform the service.

The User declares that he / she is aware of the rules of sending mails on the internet. The Service Provider is not responsible for the content of the data traffic generated during the use of the service. The Service Provider is entitled to limit or suspend the service in whole or in part if the User uses the software to violate the interests of a third party or the applicable law in force.

5. Technical conditions

BeautyApp is a rented software service, that requires internet connection. You can sign in to the software via the <https://portal.beautyapp.hu> tab or by using the beautyApp application downloaded from Apple AppStore or Google Play stores.

5.1. Terms of log in

- Broadband Internet network (for example: ADSL, cable, 3G, LTE, etc.);

- Windows Internet Explorer, Microsoft Edge, Firefox, current and previous versions of Google Chrome Internet browsers - or the mobile application downloaded from the store on the tablet device.
- Computer or tablet device that is capable of running the Internet browser above;
- Active Subscriber Identity, User Name and password knowledge;

5.2. Terms of use

- Terms of entry are fulfilled and
- the User has paid the current Service Fees and has no overdue debt towards the Service Provider.

6. Availability

The Service Provider guarantees that the provided/hosted software will fulfil the 0-24 hour service level with an annual availability of 99%. This allows a possibility for outage for maximum 3.65 days a year for the beautyApp service including the pre-planned and announced maintenance periods and other issues.

7. Back-up

The Service Provider provides appropriate safeguard to avoid loss of data due to possible hardware failures and environmental disasters. The hosting server has a redundant hard disk storage device and uninterruptible power supply. All the data stored on the server will be saved on a daily basis, which includes the beautyApp database as a whole, for the purpose of restoring the service after a possible crash.

8. Management of the authorisation of the User's staff members

The User's access rights to the beautyApp is managed by the User with the designated Administrator User. The User has the opportunity to add or disconnect a colleague, to change existing employees' data, as well as to activate or deactivate a staff member.

The safe storage of the User's password is its own responsibility. Therefore, Service Provider assumes no liability for any damages resulting from this.

9. Privacy, data protection

The Service Provider undertakes to protect and guard all data, confidential data, information and confidential information which became aware during the execution of the present contract, to treat these as business secret, and to ensure that they are adequately protected. The Service Provider and the User are allowed to use confidential data and confidential information only for the purpose of performing the services and they are allowed to disclose the obtained information only with the prior written consent of the other party unless such disclosure is required by law.

The Service Provider ensures that all the data and information provided under the present GTC constitute business secret and as such, should be treated confidentially and it is forbidden to disclose to third parties or to use in a manner other than specified in the GTC.

This obligation of confidentiality shall remain in force during the existence of the service as well as after the termination of the contract for an unlimited period.

The User is fully responsible for the use of all the services that need password for the access.

The User shall be fully responsible for the confidentiality of his or her password.

All the personal data, which were voluntarily provided by the User, will be treated confidentially by the Service Provider and will use those only for the identification of each User, as well as for the performance of the Service, for the extent necessary for the successful execution, and according to 2001. Law on Electronic Commerce Services and Information Society Services Issues. User gives its consent to the use of its personal data specified in the present agreement by concluding this contract.

At the request of the User, Service Provider is obliged to immediately delete data that had been recorded by the User in the beautyApp system. If the User does not request the deletion, after the termination of the contract, the Service Provider stores the data recorded by the User in the beautyApp system for 90 days and then erases them.

9.1. The use of the service in public places

In circumstances where beautyApp application is used in a public place, in addition to the data protection measures implemented in the system, also the User's contribution is required.

If the access for the computer or mobile device of the User is possible also for others, it is recommended to take precautionary measures. In a public place, make sure that no one is watching when entering the password, do not share it with a third party, and do not allow for the internet browsers to remember your passwords. If there is a suspicion that an unauthorized person is aware of your password, change the password. Do not leave the application unattended when you are using it, and at the end of the application do not close the application, use the exit button instead.

10. Force majeure

Extraordinary, unplanned events (war, revolution, terrorist acts, natural disasters, epidemics, delivery embargoes, etc.) occurring after the conclusion of the contract are considered to be force majeure. In such cases, the implementation of the contract is impossible, but this fact is not attributable to any of the contracting parties. In the event of force majeure, both parties shall be relieved of the obligation to perform the contract.

11. Termination of the contract

The present agreement can be terminated with immediate effect by the User without any apparent justification. In such a case, the Service Provider shall refund the proportionate part of the prepaid subscription fee to the User within 30 days if the User has paid all possible debts.

If the User's payment delay exceeds 30 days, the period of force majeure exceeds 60 days, or the User's behavior violates the reputation of the system, the Service Provider or other Users, and if the User publishes false data during the registration that contradicts the provisions of the GTC or misleads the Service Provider, the contract may be terminated with immediate effect by the Service Provider.

An extraordinary termination of the contract may only be made in a written form in an e-mail addressed to the defaulter party sent to the email address provided during the registration. The data recorded in the beautyApp system is owned by the User, therefore once the contract is terminated by either of the Parties, the entered data will be provided free of charge by the Service Provider to the User in HTML export format as soon as the User settles the account.

Then the User is entitled to use the support of another operator but cannot have access to the software source code. At the termination of the contract, the parties are fully account for each other.

12. Settlement of disputes

In case of potential complaints, the User can contact the Service Provider using the following contact details: +36 70 413 7170 or +36 30 378 7974 telephone numbers, as well as on support@beautyapp.hu email address. The User accepts that the Service Provider's customer service is only available to Subscriber Users after the 30-day trial period or to the active Users with active subscription; in other words, to those who do not have a debt; and in case the system was suspended due to an earlier debt, the service will be available after the suspension has been released. The services for other persons may be refused by the Customer Service of the Service Provider. Users can contact the Service Provider's customer service between 9 am and 4 pm.

Any disagreement or disputes concerning the contract shall be solved amicably by the Service Provider and the User using a direct negotiation. The Parties shall have a duty of mutual information about all circumstances, which may arise after the conclusion of the contract and would obstruct or hold back the performance of the contract. If the parties involved cannot resolve their dispute arising from the contract or in this context 30 days after the above mentioned direct negotiation, the parties shall conclude the exclusive jurisdiction of the District Court of Siófok or of the Court of Somogy County.

Siófok, 1st December 2016