**GENERAL TERMS AND CONDITIONS**

**MultiAppsFactory Kft., operator of an online radio media content aggregator service, informs its visitors and Users of the Basic Service(s) and Premium Service(s) about their rights and obligations in these General Terms and Conditions (hereinafter referred to as “GTC”)**

1. **GENERAL PROVISIONS**

**MultiAppsFactory Kft.** (registered seat: H-1024 Budapest, Margit körút 57. 2. em. 5.; tax number: 26278823-2-41, company registration number: 01-09-357239, hereinafter referred to as **“Service Provider”,** “We”) provides visitors with a single point of access to online radio media content services offered in the Hyperlink Directory designed at its own discretion by displaying embedded hyperlinks to the publicly available online streaming service of online radio media content providers (“**Radio Media Content Aggregator Service**”) on the website available under the **myonlineradio.cz** domain name (“Website”) and its iOS and Android mobile applications (“Mobile Application”; the Website and the Mobile Application hereinafter collectively referred to as “Online Platform”).

The Service Provider provides the following basic services to its visitors without any obligation to pay a fee **(hereinafter referred to as “Basic Services”)**:

* free access for unregistered visitors to the Online Radio Media Content of the Online Radio Stations on offer in the Radio Media Content Aggregator Service on the Website, by using the basic functions of the Website provided by using cookies **(hereinafter referred to as “Basic Web Services”);**
* free access for registered visitors to the Online Radio Media Content of the Online Radio Stations on offer in the Radio Media Content Aggregator Service on the Website, by using the basic functions of the Website provided by using the information stored in the Website’s database (hereinafter referred to as **“Registered Web Service”);**
* free access for unregistered visitors to the Online Radio Media Content of the Online Radio Stations on offer in the Radio Media Aggregator Service in the Mobile Application **(hereinafter referred to as “Basic Mobile Service”).**

In the course of the Radio Media Content Aggregator Service, the Service Provider shall, against payment of a fee, provide users who have a subscription (hereinafter referred to as “Users”) with the following digital premium services (hereinafter referred to as **“Premium Services”**):

* access to the Online Radio Media Content of the Online Radio Stations on offer in the Radio Content Aggregator Service on the Website, by using the premium functions of the Website provided by using the information stored in the Website’s database (hereinafter referred to as **“Premium Web Service”);**
* access to the Online Radio Media Content of the Online Radio Stations on offer in the Radio Content Aggregator Service in the Mobile Application (hereinafter referred to as **“Premium Mobile Service”).**

By ordering the Premium Service, a contract for the provision of a digital service under the terms and conditions set out in these GTC (hereinafter referred to as “Contract”) is entered into between the Service Provider and the individual or undertaking submitting the order (hereinafter referred to as “User”, “You”).

1. **WHAT IS CONTAINED IN THE GENERAL TERMS AND CONDITIONS?**

These General Terms and Conditions (hereinafter referred to as “GTC”) define the content of the contract between the User and the Service Provider (hereinafter referred to as “Contract”), such as

* the Service Provider’s most important data and contact details,
* the description and basic terms of the Basic Service(s) and Premium Service(s),
* The rights and obligations enjoyed and borne by you as a User and the Service Provider,
* information related to the use of the Premium Services (creation of a user account, ordering process, form and procedure of contract conclusion, correction of data entry errors, binding offers, confirmation, etc.),
* provisions on the deadlines for performance,
* the liability rules,
* the payment terms,
* information about the right of withdrawal and the conditions for exercising it,
* information on warranty, liability for defects and product warranty,
* the remedies available to you and the conditions for exercising them.
1. **DEFINITIONS**

***Premium Service(s):*** the version of the Service Provider’s Radio Media Content Aggregator Serviceoffered to users with a subscription (hereinafter referred to as “Users”) for a fee, providing a premium user experience, which allows Users to use the publicly available Online Radio Media Content in a specific way and to benefit from additional technical features; the Premium Web Service and the Premium Mobile Service together. The part of the Premium Partner Service that involves the simple transmission of the Online Radio Media Content is an intermediary service within the meaning of the DSA;

***Digital Service:***

a)a service that enables the Consumer to create, manage, store or access digital data; or

b)a service that allows 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 delivered in digital form;

***Digital Content Service:*** providing digital access to data produced in digital form to Users in their user account;

***Basic Services:*** services provided by the Service Provider to visitors in the course of the Radio Media Content Aggregator Service without any obligation to pay a fee;

***Service Provider:*** MultiAppsFactory Kft., which provides the Service on the Website;

***User:*** a person using the Premium Service of the Service Provider under these GTC, who may be an individual considered as a Consumer, as well as a legal person or an undertaking without a legal personality that is not considered as a Consumer;

***Consumer:*** a natural person who is considered as a consumer as defined in the Civil Code (a natural person acting outside the scope of their profession, self-employment or business activity), who buys, orders, receives, uses, makes use of or is the recipient of commercial communications or offers relating to goods;

***Undertaking:*** a person acting in the course of their profession, self-employment or business activity pursuant to Section 8:1(4) of the Civil Code;

***Parties:*** the Service Provider and the User together;

***Consumer Contract:*** a contract where one of the parties is considered as a Consumer;

**Contract:** a contract between the Service Provider and the Parties for the provision of the Premium Service;

***Contract Between Remote Parties:*** a consumer contract concluded without the simultaneous physical presence of the parties in the context of a distance sales system organised for the supply of the goods or services covered by the contract, where the parties exclusively use a means of distance communication for the conclusion of the contract.

***Website:*** the web platform under the [myonlineradio.cz](https://myonlineradio.hu) domain name, operated by the Service Provider,

***Mobile Application:*** The Aplikácia MyOnlineRadio pre iOS, Aplikace MyOnlineRadio pro Android mobile application available on Google Play for Android and the App Store, on which the Contract is concluded and the Basic Service and the Premium Service can be used.

***Online Platform:*** the Website and the Mobile Application together, on which the Contract is concluded and the Basic Service and the Premium Service can be used.

***Fee/Price:*** the consideration payable for the Service.

***Trial Period:*** a period of 6 (six) days on the Website and 7 (seven) days in the Mobile Application, during which a User who has not yet subscribed can use the Premium Service without paying any fee. The Trial Period may be used by a User only once, it cannot be interrupted, and the Trial Period lasts until the 6th (sixth) or the 7th (seventh) calendar day from the starting date (the first time the Service is used).

***Warranty:*** a warranty for the performance of the Contract, as defined in the Civil Code, which the Service Provider voluntarily assumes for the proper performance of the Contract, in addition to and in the absence of its statutory obligation.

***Functionality:*** the ability of the digital content or the digital service to fulfil its intended function.

***Interoperability:*** theability of the digital content or the digital service to interoperate with hardware and software that is different from that with which the same type of goods, digital content or digital services are normally used together.

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

***Media Content:*** the content offered in all media services and by media products;

***Media Content Provider:*** the media service provider or the provider of any media content;

***Commercial Communication:*** media content that is intended to promote, directly or indirectly, the goods, services or image of a natural or legal person engaged in commercial activities. Such content accompanies or is included in media content or user-generated videos for payment or similar consideration, or for self-promotional purposes. Forms of commercial communication include, but are not limited to, advertising, display of the sponsor’s name, trademark, image or product, television advertising and product placement.

***Advertising:*** any communication, information or representation which is intended to promote the sale or any other use of a marketable movable tangible property—including money, securities and financial instruments, and natural resources which can be used as property—, services, immovable property or property rights, or, in connection with this purpose, to promote the name, designation or activity of an undertaking or to increase the recognition of goods or indications.

***Editorial Choice:*** adecision taken on a regular basis in the exercise of editorial responsibility, relating to the day-to-day operation of a media service, such as the choice and composition of the content of the media service.

***Media Service:*** an autonomous economic service, as defined in Articles 56 and 57 of theTreaty on the Functioning of the European Union, provided on a commercial basis—on a regular basis and for profit and at an economic risk—, the principal purpose of which, or a separable part of which, is the provision to the public, by means of an electronic communications network, of programmes within the editorial responsibility of a media service provider for information, entertainment or education purposes.

***On-Demand Media Service:*** a media service in which the user can watch or listen to programmes at a time of their choice on the basis of a programme catalogue compiled by the media service provider, on the basis of an individual request.

***Linear Media Services:*** amedia service provided by the media service provider that allows simultaneous viewing or listening to programmes in a programme schedule.

***Online Radio Station:*** a radio media service provider that makes publicly available on-demand or linear (streaming) media services accessible to anyone on the Internet, without appropriate technical protection measures;

***Simulcasting*:** the simultaneous online radio media service published on the Internet without any changes by a radio media service provider using a media service right, by using terrestrial frequencies;

***Webcasting:*** an online radio media service available exclusively on the Internet in a web-based environment;

***Hyperlink:*** an HTML instruction that allows the User to jump from one place to another on the Internet by clicking on the highlighted section without copying the linked content.

***Embedded Hyperlink:*** a hyperlink technique whereby an element of an external website (image, video or audio) is displayed as an edited element of the website without a click, upon loading the page;

***Hyperlink Directory:*** the set of hyperlinks placed on the Website.

***Radio Media Content Aggregator Service:*** The Service Provider’s online media content aggregator service, which provides users with a single point of access on the Website to online radio media content services on offer in the Hyperlink Directory designed at its own discretion by displaying hyperlinks embedded in the Website (embedded hyperlink) to publicly available online streaming services of radio media content providers;

***Intermediation Services:*** one of the following services:

-***“simple transmission”:*** a service consisting of the transmission of information sent by a recipient of a service over a communications network or the provision of access to a communications network;

-***“caching”:*** a service consisting of the transmission of information sent by a recipient of a service over a communications network, with automatic, interim and temporary storage of the information, for the sole purpose of making the subsequent transmission of the information to other recipients of the service more efficient at their request;

***-“hosting service”:*** a service consisting of the storage of information sent by the recipient of the service and stored at the request of the recipient of the service.

1. **RELEVANT LEGISLATION**

The Contract shall be governed by Hungarian law. For more information about your rights, consult the below legislation applicable to the Contract:

* Act CLV of 1997 on Consumer Protection,
* Act LXXVI of 1999 on Copyright,
* Act CVIII of 2001 on Electronic Commerce Services and Certain Aspects of Information Society Services,
* Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information,
* Act V of 2013 on the Civil Code,
* Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and undertakings,
* Government Decree No. 373/2021 (VI.30.) on the detailed rules for contracts between consumers and undertakings for the sale of goods, the supply of digital content and the provision of digital services,
* REGULATION (EU) No 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 Regulation (EC) No 95/46/EC (GDPR, General Data Protection Regulation),
* REGULATION (EU) No 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on combating unjustified territorial restriction of content and other forms of discrimination based on the nationality, residence or domicile of the buyer in the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC (the Geo-blocking Regulation),
* REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the Digital Single Market (Digital Services Act) and amending Directive 2000/31/EC (DSA).
1. **GENERAL CHARACTERISTICS OF THE SERVICE**
	1. The Premium Service can only be used through an Online Platform (the Website or the Mobile Application), after registration.
	2. The Service Provider shall specify on the Website or in the Mobile Application
* the detailed conditions for using the Basic Service and the Premium Service,
* the conditions for the Free Trial Period,
* the conditions of use of each Premium Service and the subscription fees,
* the elements of the service packages available.
	1. The User is entitled to use the Premium Service free of charge during the Trial Period, and thereafter by ordering the Premium Service and paying the subscription fee during the one month or one year subscription period.
	2. Certain elements of the Premium Service are available immediately after the Premium Service is ordered.
1. **DETAILED DESCRIPTION OF THE FREE SERVICES AND SERVICE PACKAGES SUBJECT TO SUBSCRIPTION AVAILABLE ON EACH ONLINE PLATFORM**
	1. ELEMENTS OF THE BASIC SERVICES OFFERED TO VISITORS FREE OF CHARGE
		1. The Basic Web Service includes the following service elements for visitors without registration:
* rewind broadcast function (desktop view only);
* collect favourites function (stored in a persistent cookie for 356 days);
* remember volume setting function (stored in a session cookie);
* “show only favourite radio stations” function (stored in a session cookie);
* song recognition up to 2 times per day (stored in a session cookie);
* lyrics display up to 2 times per day (stored in session cookie);
* record radio broadcast function (max. 15 minutes);
* modify the order of the radio list function (stored in a session cookie).
	+ 1. The Registered Web Service includes the following service elements for registered and logged-in visitors:
* rewind broadcast function (can also be activated in mobile view);
* collect favourites function (stored in a database);
* remember volume setting function (stored in a database);
* “show only favourite radio stations” function (stored in a session cookie);
* song recognition function up to 5 times per day (stored in a session cookie);
* lyrics display up to 5 times per day (stored in a session cookie);
* record radio broadcast function up to 15 minutes;
* modify the order of the radio list function (stored in a session cookie).
	+ 1. The Basic Mobile Service includes the following service elements for visitors without registration:
	+ collect favourites function;
	+ remember volume setting function (only in Android app);
	+ reload the radio station last listened to upon launch function;
	+ modify the order of the radio list function;
	+ alarm function;
	+ timed stop function.
	1. ELEMENTS OF PREMIUM SERVICES OFFERED TO VISITORS AGAINST PAYMENT OF A FEE
		1. The Premium Web Service includes the following service elements for Users with a subscription:
* rewind broadcast function, which can also be activated in mobile view—depending on the licence of the Online Radio Station;
* collect favourites function, which allows the User to display only their favourite Online Radio Stations in the radio list (stored in a database); (MyOnlineRadio remembers the logged-in User’s settings, so it also appears in the Mobile Application);
* remember volume setting function (stored in a database);
* song recognition function for unlimited time (this is particularly useful for Online Radio Stations that do not publish a songs list);
* lyrics display for unlimited time (identifies lyrics by artist and song title as shown by the Online Radio Station);
* record radio broadcast function for unlimited time—depending on the licence of the Online Radio Station (if the Online Radio Station’s broadcast is recorded, the programme will be downloaded to the User’s device and they will be able to re-listen to it);
* “show only favourite radio stations” function (stored in a database);
* modify the order of the radio list function (stored in a database), with the modification recorded in the user account;
* “Turn off Facebook boxes” function, which means that Facebook social media boxes that appear on the Website will not be displayed;
* “Turn off radio recommendation boxes” function, which will turn off the boxes recommending Online Radio Stations displayed on the Website;
* remember the last selected server function, which will reload the previous server if the User reloads the Website or revisits the Website after leaving it (this is particularly useful when listening to networked Online Radio Stations present in several municipalities);
* an ad-free interface (Google Ads ads are turned off);
* an ergonomic interface that will expand the radio offer on the main page, double the size of the server list below the radio player and speed up page loading.
	+ 1. The Premium Mobile Service includes the following service elements for Users with a subscription:
* an ad-free interface (Google Ads ads are turned off);
* song recognition function for unlimited time (this is particularly useful for Online Radio Stations that do not publish a songs list);
* lyrics display for unlimited time (identifies lyrics by artist and song title as shown by the Online Radio Station);
* record radio broadcasts function for unlimited time on Android and iOS—depending on the licence of the Online Radio Station (if the Online Radio Station’s broadcast is recorded, the programme will be downloaded to the User’s device and can be re-listened to) according to the list of Premium Partner Radio Stations published on the website;
* remember last selected server function;
* “show only favourite radio stations” function.
1. **INFORMATION ON THE FUNCTIONALITY, COMPATIBILITY AND INTEROPERABILITY OF THE PREMIUM SERVICE, INTEROPERABILITY BETWEEN ONLINE PLATFORMS**
	1. The **function** of the Premium Services as digital services is to enable Users to access and use publicly available Online Radio Media Content in a single place and in a specific way by using additional technical features that enable Users to use the premium version of the Service Provider’s **Radio Media Content Aggregator Service** (hereinafter referred to as **“Premium Service”**).
	2. As a condition of contractual performance, the Service Provider undertakes, in accordance with the **functionality** requirements, to make available to all its Users with a subscription package, including a subscription for the Trial Period, the Premium Services of at least the following Online Radio Stations for the entire duration of the service period:
* -
	1. The User must have the following hardware and software requirements for the **compatibility** ofthe Premium Services:

The Premium Services are available from both desktop computers and the most popular mobile phones, so visitors can listen to the programme of Online Radio Stations on Android or IOS devices. All you need to listen to the programme of the Online Radio Stations is a browser software. The Service Provider continuously monitors browser changes and tests whether the Online Radio broadcasts are perfectly enjoyable in each browser.

You can listen to Radio Online broadcasts using the following browsers:

Android factory browser, Edge, mobile and desktop Chrome or Firefox.

The native Android and iOS app also allow you to listen to the Online Radio Stations without a browser.

7.4. With respect to **interoperability**, the Service Provider ensures the ability of the digital service to interoperate with hardware and software that is different from that with which the same type of digital content or digital services are commonly used together.

7.5. The Service Provider provides **interoperability** between the different Online Platforms for the Users. Accordingly, by subscribing to the Web Premium Service (or by taking advantage of the Trial Period), the Premium Mobile Premium Services are also available on iOS and Android, and vice versa: the Web Premium Premium Services are also available to the Users of the Mobile Premium Service.

1. **IDENTIFICATION OF THE CONTRACTING PARTIES**

The contract is concluded between the Service Provider and the **User** as the customer of the Service.

**Name of the Service Provider, details of the single point of contact**

company name: MultiAppsFactory Korlátolt Felelősségű Társaság

abbreviated company name: MultiAppsFactory Kft.

registered seat: H-1024 Budapest, Margit körút 57. 2. em. 5.

represented by: SZABÓ Attila, Managing Director

tax number: 26278823-2-41

company registration number: 01-09-357239

registering company registry court: Company Registry Court of Budapest-Capital Regional Court

email address: info@multiappsfactory.hu

Customer service contact details

Phone number: +36303622898

Email address: info@multiappsfactory.hu

The language used for communication with the single point of contact is Hungarian.

1. **THE PROCESS OF CREATING A USER ACCOUNT**
	1. The User can access the Premium Service after creating a user account on the Website.
	2. No user account is required to use the Premium Service in the Mobile Application, however, Mobile Application subscribers are required to create a user account and log in to use the Premium Service on the Website (i.e. interoperability between the Online Platforms).
	3. Registration on the Website

Registration is done by providing the real user data requested on the form.

* 1. The Service Provider shall notify the User of successful registration in a pop-up window or by email.
	2. After successful registration, the User can access their user account by entering their login details (username and password) in the login interface.
	3. The User undertakes to update the personal data provided during registration as necessary to ensure that they are up-to-date, complete and accurate.
	4. The User is solely responsible for keeping the User’s access data confidential, in particular the password. If the User becomes aware that their password provided during registration has been accessed by an unauthorised third party, they must immediately change their password. If the third party is suspected of misusing the password in any way, the User is obliged to notify the Service Provider at the same time.
	5. Contact with the User is made via the email address provided during online registration or via messages sent by the User.
	6. The Service Provider shall not be liable for errors caused by incorrect or incomplete data provided by the User, for the failure of contact for this reason, or for any damage caused by the misuse by a third party of the password provided by the User, and the Service Provider is not obliged to refund the fee or provide repeated access.
	7. The User has the right to request the cancellation of their registration on the Website, at the email address under the contact menu. Upon receipt of the cancellation request, the Service Provider shall immediately ensure the cancellation of the registration. The Service Provider’s system shall not contain the User’s data after the deletion, and it will not be possible to restore the data after the removal. The User acknowledges that after deletion of the user account, the User shall not have access to the Service in the future. The Service Provider shall not refund any prepaid subscription fees in the event of cancellation.
	8. Using a social media account to create a user account

A user account can also be created using a social media account (Facebook, Google, Twitter), whereby the Service Provider takes over the data of external service providers to the user account using a sending authentication solution. In this case, the User shall be asked to choose to sign in with a Facebook, Google or Twitter account on the login screen and to provide their login details.

* 1. The creation of a user account is conditional upon familiarisation with the GTC and the Privacy Policy, express acceptance of the GTC and consent to the processing of data as set out in the Privacy Policy. Otherwise, the creation of the user account shall fail and the User shall not be entitled to use the Premium Service on the Website.
1. **ORDERING PROCESS**
	1. The User has the possibility to browse the Service information on the Website and the Mobile Application.
	2. After successful registration, the User shall be entitled to use the Premium Service by clicking on the “trial” button for each subscription package or by clicking on any other button indicating the intention to use the Premium Service.
	3. The information provided on the Website or in the Mobile Application does not constitute an offer by the Service Provider to conclude a contract.
	4. In the case of orders covered by these GTC, the User shall be deemed to be the contracting party pursuant to the law. The Contract shall be concluded between the Parties after the Service Provider accepts the User’s offer by confirming the order.
	5. Orders can only be placed electronically via the Website or the Mobile Application. It is not possible to place an order by any other means (e.g. by phone, email, letter, etc.), so the Service Provider cannot fulfil orders received in this way.
	6. The User acknowledges and accepts the terms and conditions set out in these GTC by implication (ticking the checkbox, clicking on the button that starts the order) when using the Website or the Mobile Application.
	7. The contract concluded by confirming an order placed on the Website or in the Mobile Application is not a written contract, but a contract concluded by implication. Therefore, the Service Provider does not file them and they are not accessible to the User afterwards.
	8. Before finalising the order, the User can check the service to be ordered in the form of a summary and, if a coupon code is redeemed, the total amount of the order (including the VAT content) after the application of the discounts thus redeemed. If the User wishes to change any of the contents of the basket before finalisation, they can still do so through the technical means provided by the Website or the Mobile Application (e.g. by clicking on the “Select” button of another subscription package).
	9. If the User is satisfied that the summary includes the desired subscription, they can enter their billing details by clicking on the “Proceed to billing details” button.
	10. After providing the billing data (company name/name, address), the User, by ticking the checkbox, acknowledges that the Service Provider, as Controller, may transfer the data (name, email address, billing data) contained in its user database to Barion Payment Zrt., provider of online payment card services, and consents to the processing of their personal data as set out in the Privacy Policy and accepts these General Terms and Conditions. After fully ticking these checkboxes, the User shall be redirected to the Barion online payment interface by clicking on the “Proceed to payment” button, where the payment can be made by entering the bank card details. The credit card data shall not be made available to the Service Provider.
	11. In case of successful payment, a confirmation notification and the electronic invoice shall be sent to the email address provided by the User.
	12. The Premium Service elements shall be available on both Online Platforms immediately after successful payment.
	13. In the event of an unsuccessful payment, the User shall receive an error message on the website and in the application, as well as by email.
2. **SERVICE FEES, PAYMENT TERMS**
	1. On the Website and in the Mobile Application, the price of each subscription package is shown including VAT and other public charges (gross). The Premium Services are charged in Hungarian Forint on the Website and in the currency of the given country in the Mobile Application.
	2. The Premium Services subscription packages include the use of all the elements of the Premium Service for each Online Platform for a given period (1 month or 1 year).
	3. The payment of the Premium Service fee is possible via the online payment platform only by credit card; the invoice for the payment shall be sent by the Service Provider to the email address provided.
	4. The Service Provider shall not be liable in the event of non-contractual performance due to technical problems arising on the site cooperating in the online payment, in the streaming service of the Online Radio Station or in the control of the Internet Service Provider.
	5. **The Service Fee and payment scheme**

The Service Provider offers the possibility to order 1 (one) monthly or 1 (one) annual subscription. The Service Provider undertakes that if the User purchases a one-year subscription, the User shall receive a significant discount (equivalent to two monthly subscription fees) compared to the 1-month subscription fee, as follows.

**Premium Service fees and payment schemes vary from platform to platform, depending on the specificities of the given Online Platform:**

* Premium Web Service: 1 month for CZK 59, 1 year for CZK 590, with prepayment of the fee.
* Android Mobile Application downloadable from the Google Play app store: 1 month for CZK 59, 1 year for CZK 590, with prepayment of the fee.
* IOS Mobile Application downloadable from the App Store: 1 month for CZK 59, 1 year for CZK 590, with prepayment of the fee.

The Online Platforms are fully “interoperable”, so the User can access the Premium Service on the other two Online Platforms on equal terms after registration or subscription on any of the Online Platforms.

**External service provider for online payment by credit card**

Online credit card payments are made through the Barion system. The credit card data shall not be transferred to the Service Provider. The service provider Barion Payment Zrt. is an institution supervised by the National Bank of Hungary, its licence number is: H-EN-I-1064/2013.

1. **ORDER CONFIRMATION PROCESS**

12.1. Once the User has submitted the order for the Premium Service on the Website or in the Mobile Application, they shall receive an automatic confirmation email from us informing them that their order has been received in our system. The automatic confirmation email shall contain the data provided (order ID, date of order, name of the Premium Service ordered, duration and price).

12.2. If the User notices that the confirmation contains incorrect information or details of the order, they shall be obliged to inform us and provide the correct information. If our confirmation and contract creation email does not arrive in your email account (and is not in your spam folder), please contact us so that we can investigate and, if necessary, correct any technical errors.

12.3. The Service Provider’s contractual statement (i.e. accepting the User’s offer/order) confirming the feasibility of the order shall be made within 48 hours from the date of sending the User’s order at the latest.

1. **CREATION AND CONTENT OF THE CONTRACT**
	1. The Service Provider’s email confirming the User’s order shall be deemed to be an acceptance of the offer, which shall constitute the Contract between the Parties at the time the Service Provider’s email containing the contractual statement (confirmation) becomes available in the User’s mailing system.
	2. The Contract concluded between the User and the Service Provider is a contract for digital services or digital content services, which allows the User to use the Premium Service for a specific subscription period against payment of the Premium Service fee.
2. **BINDING OFFER**
	1. The User shall be exempted from the obligation to maintain their offer if they do not receive from the Service Provider the confirmation email accepting the order submitted, i.e. the acceptance (execution) of their offer, without delay, but within 48 hours at the latest.
	2. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to the recipient in the electronic mail system.
	3. If the confirmation does not arrive in time because the User has provided an incorrect email address during registration or because the email account is not able to receive mail due to the storage space of the email account being full, the Service Provider excludes its liability for the failure of the order and the non-conclusion of the contract.
	4. If the User notices an error in the order confirmation email regarding the data contained in the email, they shall be obliged to notify the Service Provider within 24 hours concerning the fulfilment of the order of the unwanted or incorrect subscription package.
3. **INCORRECT FEE**
	1. The Service Provider shall exercise the utmost care when indicating the price of the various subscription packages enabling the use of the Premium Service, the payment discounts and the redemption of coupon codes. However, we may charge an unrealistic fee due to an administrative or technical error.
	2. Any of the following three cases may be an obviously incorrect fee:
* we charge HUF 0 for one or more subscription packages, with the exception of the Trial Period,
* a discounted fee, but not reduced in line with the actual level of discount, is shown for one or more subscription packages,
* without the intention of actually reducing the fee, we state an incorrectly published fee for one or more subscription packages that is even lower than the discounted market fee level.
	1. In the cases provided for in clause 15.2, the Service Provider reserves the right to:
1. not accept the User’s offer with a content different from the Service Provider’s contractual intention (with an unrealistically low price),

AND

1. at its option, make an invitation to the User to submit an offer at a price which is already in line with its actual contractual intention (the User is not obliged to place a new order with the Service Provider at this new price),

OR

1. the offer process launched with an incorrect fee is considered to be closed without result and the Contract is not concluded.
	1. The assessment of commercial practices under existing consumer protection legislation shall be based on the conduct of a consumer who is reasonably well informed and acts with due care and diligence as would normally be expected in the circumstances. On this basis, the Service Provider assumes that Users act in accordance with the behaviour expected of an informed consumer when ordering the Premium Service, i.e. that they are aware of the characteristics, features and market price level of the Service they wish to order, including if the price of the Service indicated on the Website or in the Mobile Application is obviously low.
2. **INVOICE**
	1. The Service Provider shall issue an invoice for the order of the Premium Service on the Website, which shall be sent to the User in an email confirming the order and enclosed with the email creating the contract.
	2. In case of ordering the Premium Service in the Mobile Application, the invoice shall be sent by the app store.
3. **LIABILITY RULES**
	1. **Liability and limitations of liability of the Service Provider**
		1. The Service Provider represents and warrants that it has the right to contract, acquire rights and assume obligations with respect to the Premium Services set forth in the Contract.
		2. The Service Provider undertakes to make the Premium Services available to the Users for the duration of the Contract, as set out in the Contract.
		3. The Service Provider has undertaken to make available to the Users the broadcast of all Online Radio Stations included in the current offer of its Hyperlink Directory within the scope of the Premium Services.
		4. However, the Service Provider does not undertake to ensure that the broadcast of all Online Radio Stations included in the offer of the Hyperlink Directory at the start of the Premium Service shall be available for the entire duration of the subscription.
		5. The Service Provider shall solely be responsible for the accuracy of the data and statements provided by it.
		6. The Service Provider shall not be responsible for complying with the legal requirements applicable to the radio media service provider or the publisher of the media content when making the hyperlink to the Online Radio Media Content available on the Website.
		7. The Service Provider shall not be liable for any damage caused to the Online Radio Station or any third party as a result of the deletion of the hyperlink of the Online Radio Station in accordance with the GTC.
		8. The Service Provider shall make every effort to ensure the accuracy of the material on the Website and to avoid any confusion. The Service Provider shall not be liable for any direct (e.g. computer failure) or indirect (e.g. loss of profit) damages resulting from inaccurate information, confusion, unavailability of the site or any other event. The Service Provider shall not be liable for any event preventing performance due to the specific nature of the Internet (including, but not limited to, traffic, technical or other circumstances on the Internet network, which are inherent to the operation of the Internet and which may cause a failure of the radio transmission or the recording function). Similarly, it shall not be responsible for any increase in Internet traffic that may occur when using the Premium Services.
		9. The Service Provider does not control third party websites and Online Radio Media Content and is not responsible for their content, accuracy or operation.
		10. The Service Provider fully excludes any liability in connection with the Online Radio Media Content made available in its Online Radio Hyperlink Directory not complying or not fully complying with the applicable legislation.
		11. The Service Provider shall not be liable for any direct or indirect damage caused in connection with the Services, with the proviso that this limitation of liability provision shall not apply in the event of intentional breach of contract or breach of contract causing damage to life, physical integrity or health.
	2. **Responsibility of the User**
		1. By ordering the Premium Service, the User declares and warrants that they have the right to contract, acquire rights and assume obligations in respect of the services provided for in the contract.
		2. By entering into the Contract, the User shall be entitled to use the Premium Service for private purposes only.
		3. The User shall be responsible for ensuring that the Premium Service available from their account is not used for commercial purposes (e.g. in a catering establishment).
4. **TRIAL PERIOD, CANCELLATION, WITHDRAWAL, TERMINATION**
	1. During the Trial Period, the Service Provider shall provide the User with the opportunity to try the Premium Service free of charge and shall provide subscriber-level access to the Premium Service.
	2. The subscription fee shall be blocked in your bank account at the beginning of the Trial Period, but shall not be actually deducted until after the Trial Period has expired.
	3. If you want to avoid a subscription fee being charged to your bank account, you must cancel your subscription before the end of the Trial Period.
	4. If the subscription fee is still deducted from your bank account before the end of the subscription Trial Period, you can request a refund by contacting: https://myonlineradio.cz/kontakt
	5. No refunds shall be made after ordering and confirming any subscription package for the Premium Service.
	6. By registering, the User acknowledges that pursuant to Section 29(1)(m) of Government Decree No. 45/2014 (II.26.) the User may not exercise its right of withdrawal and termination without justification in respect of digital data content provided on a non-tangible medium if the Service Provider has commenced performance with the User’s express prior consent.
5. **AUTOMATIC RENEWAL**
	1. After the subscription period, your Premium Service subscription shall be automatically renewed for the originally selected renewal period of the same duration as your selected subscription period, at the current non-promotional subscription rate.
	2. To change or cancel your subscription, click on the link below:

https://myonlineradio.cz/user/profile

Before your annual subscription expires, you shall be notified by email of the renewal date and the option to cancel, which you have until the day before your subscription expires.

* 1. If you cancel your subscription, you can use the Premium Service until the end of the subscription period you have already paid for, but your subscription shall not renew after the end of the current subscription period. No pro-rata refund of any part of the subscription fee paid for the current subscription period is possible.
	2. You can also check the validity period of your current subscription in your account.
1. **DEFECTIVE PERFORMANCE – WARRANTY, GUARANTEE**
	1. The Service Provider shall be responsible for ensuring that the Premium Service meets the **functionality** requirements of the User throughout the duration of the contract (subscription).
	2. If during the term of the Contract (subscription) a defect in the Premium Service occurs or becomes apparent in relation to the digital content or the digital service, falling outside the scope of the limitation of liability set out in Chapter 17, the Service Provider shall be liable to the Consumer for the defective performance.
	3. Unless proven otherwise, it shall be presumed that the defect detected by the User within one year from the date of performance already existed at the date of performance, unless the Service Provider proves that the User’s digital environment is not compatible with the technical requirements of the digital content or digital service as set out in Chapter 7 of these GTC.
	4. The User shall cooperate with the Service Provider in order to enable the Service Provider to ascertain that the cause of the defect is the consumer’s digital environment, using the means available to the Service Provider and requiring the least intervention by the User. If the User fails to comply with this obligation to cooperate, the User shall bear the burden of proving that the Premium Service affected by the defect detected during the contractual period was not in conformity with the contract during the period of the performance of the Premium Service under the contract.
	5. The Service Provider shall provide the digital service or digital content to the User without undue delay after the conclusion of the contract, starting from the next login. The Premium Service shall be deemed to have been completed when the Premium Service has been made available and has been accessible to the User under the terms and conditions set out in these GTC throughout the duration of the contract.
2. **UPDATES**
	1. The Service Provider shall ensure that the User is notified of and receives any updates to the Premium Service, including security updates, that are necessary to keep the Premium Service in conformity with the contract.
3. **LIABILITY FOR DEFECTS, TERMINATION OF THE CONTRACT**
	1. In the event of defective performance by the Service Provider, the User may assert a claim for liability for defects against the Service Provider in accordance with the rules of the Civil Code. In the case of services purchased under a consumer contract, the User may assert warranty claims within one year of the commencement of the Service.
	2. The User is entitled to request a proportionate reduction of the consideration (subscription fee), in proportion to the gravity of the breach of contract, or to terminate the contract if
4. repair or replacement is impossible or would result in disproportionate additional costs for the Service Provider;
5. the Service Provider has not fulfilled its obligations under clause 22.3;
6. there was a repeated failure to perform, despite the Service Provider’s attempts to bring the Premium Service into conformity with the contract;
7. the defect in performance is so serious as to justify immediate price reduction or immediate termination of the contract; or
8. the Service Provider has not undertaken to bring the Premium Service into conformity with the contract, or it is clear from the circumstances that the Service Provider will not bring the Premium Service into conformity with the contract within a reasonable time or without causing considerable injury to the Consumer.
	1. In case of exercising the right of liability for defects related to repair or replacement, the Service Provider shall, without significant inconvenience to the User, taking into account the nature and purpose of the Premium Service, bring the performance into conformity with the contract free of charge, within a reasonable time from the notification of the defect by the User.
	2. In the event of exercising the right of liability for defects related to repair or replacement, depending on the technical characteristics of the Premium Service, the Service Provider may choose the method of bringing the Service into conformity with the contract.
	3. The pro rata reduction of the consideration shall apply for the duration of the subscription during which the Premium Service was not in conformity with the contract.
	4. If the Service Provider provides or undertakes to provide digital content or services exclusively in exchange for the personal data provided by the Consumer, the User shall be entitled to terminate the Contract even in case of a minor defect, but may not claim a proportionate reduction of the consideration.
	5. The Consumer’s right of liability for defects related to the termination of the contract may be exercised by means of a legal declaration addressed to the Service Provider expressing the decision to terminate the contract.
	6. If the Service Provider fails to comply with the obligation to provide the Premium Service without undue delay, the Consumer shall require the Service Provider to comply. If, despite the User’s request, the Service Provider fails to provide the Service without delay or within an additional time limit agreed by the parties, the User may terminate the Contract.
	7. The Consumer may terminate the Contract without requesting the Service Provider to perform if
9. the Supplier has not undertaken to provide the Premium Service or it is clear from the circumstances that it will not provide the Premium Service; or
10. it is clear from the agreement of the Parties or the circumstances of the conclusion of the contract that the performance of the service is indispensable for the User on the specified date and the Service Provider fails to do so.
	1. In the event of termination of the Contract as provided for in this Chapter, the Service Provider shall refund the full amount paid by the User as consideration (i.e. the full subscription fee). However, if the performance was in conformity with the contract for a certain 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 that relates to the period of non-contractual performance shall be refunded, as well as the consideration paid in advance by the User that would have been due for the remaining term of the Contract in the event of non-termination.
	2. If the User has the right to a proportionate reduction of the remuneration or termination of the Contract, the Service Provider shall fulfil its obligation to refund without delay, but no later than fourteen days from the date on which it becomes aware of the exercise of this right.
	3. The Service Provider shall refund the amount returned to the User in the same way as the payment method used by the User. Upon the User’s express consent, the Service Provider may use another method of payment for the refund, but the User shall not be charged any additional fees.
	4. The costs of the refund shall be borne by the Service Provider.
11. **CONTENT SPECIFICATIONS**
	1. The Service Provider is under no obligation to verify the adequacy or accuracy of the Online Radio Media Content and is under no obligation to verify the content published on the Website from a legal point of view. Accordingly, the Service Provider shall not monitor the information transferred or stored, nor shall it actively seek to discover facts or circumstances indicating illegal activity, nor shall it use algorithms that perform such activities.
	2. If the Service Provider discovers—either before or after the making available—that the Online Radio Media Content violates any provision of the GTC, it shall be entitled to refuse the making available in its Hyperlink Directory, to suspend the performance of the already ordered making available with immediate effect and without any liability for damages, and to remove the Hyperlink to the problematic Online Radio Media Content from the Website, or to terminate the Service Contract with immediate effect.
	3. The Service Provider reserves the right to refuse to make the Online Radio Media Content available in the Hyperlink Directory without giving any reason, in which case the Service Provider shall not be liable for any compensation.
	4. The Service Provider assumes no responsibility if the Online Radio Media Content is unavailable or incorrectly displayed on the Website for technical or other reasons beyond its control. In such a case, the Online Radio Station shall not be entitled to any compensation or damages. Such cases shall be considered by the Parties as force majeure situations, with the Service Provider taking all necessary measures to restore the operation of the Website as soon as possible.
	5. The Service Provider is entitled to make all decisions related to the operation of the Website. The Online Radio Station acknowledges that it may not make any claims against the Service Provider in relation to the visual and textual environment of the Website.
	6. Providers shall publish, at least once a year, by 1 March of the year following the reference year, a clear, easily understandable and detailed report on the content moderation carried out during that period.
	7. The operation of recommendation systems

The Service Provider operates a system on the Website to recommend to Users Online Radio Media Content similar to the Online Radio Media Content that they are currently listening to or previously marked as favourite.

1. **POSTING COMMENTS, OPINIONS**
	1. Users have the possibility to post a public message board comment to the posts published on the Website or on the Facebook page embedded in the Mobile Application.
	2. The Service Provider is not responsible for the content of these comments, the authenticity of the names and email addresses provided and published (they are subject to the Facebook rules), but reserves the right to filter them. The Service Provider may remove any posts that are offensive, obscene, prejudicial to the personal rights, sense of decency of others, not related to the broadcast, or contain advertising or promotions.
	3. The Service Provider shall be entitled to exclude any User who violates the provisions of clause 23.2 from the possibility of posting comments, and to terminate the Contract with immediate effect to this end.
2. **INTELLECTUAL PROPERTY RIGHTS (COPYRIGHT, TRADEMARK)**

* 1. The Service Provider is the exclusive owner of all ..... content, including all copyrights, trademarks, and other intellectual property rights (e.g., software, visual interfaces, text, graphics, design elements, computer code, online platform, products, software, services, including, but not limited to, mobile device applications and all other elements of the Services (collectively referred to as “Materials”)), except for Online Radio Media Content and advertisements posted on the Website.
	2. The Materials are protected by copyright, patent and trademark laws of Hungary, international laws and treaties, and all other applicable intellectual property rights and the relevant laws. All materials and components contained in the Services are the intellectual property of the Service Provider or its subsidiaries or affiliates and/or third party intellectual property rights holders. All trademarks displayed on the Services are the intellectual property of the Service Provider or its affiliates and/or third parties.
	3. The Website and the Mobile Application and all Materials published on them are protected by copyright, and without the written consent of the Service Provider, the recording, copying, downloading, reproduction, communication to the public, other use, electronic storage, processing and sale of the contents of the Website and the Mobile Application is prohibited.
	4. The copyright owner of the Online Radio Media Content is the Online Radio Station, from whom the Service Provider has obtained the necessary copyright licenses to provide the Premium Service, with the possibility of sublicensing to the User.
	5. By entering into the Contract, the Service Provider grants to the User a non-exclusive, non-sublicensable and non-transferable licence, adjusted in time to the duration of the Contract, to use any Online Radio Media Content that is not accessible to any member of the public for their own purposes to the extent necessary to use the Premium Service (including the use of media content published for on-demand use, where members of the public may choose individually the place and time of access), provided that the User acknowledges that pursuant to Section 26(5a) of the Copyright Act, the Service Provider is considered to be an organisation reaching the public that only provides the technical means of use.)
	6. The copyright, trademark and other intellectual property rights in the material published on the Website by or on behalf of the Service Provider (e.g. texts, audio streams and images) are owned by the Service Provider or appear on the Website with the authorisation of the relevant copyright holder.
	7. By confirming the order for the Service and paying the fee, the User acquires a non-exclusive, personal (not sub-licensable) right, unlimited in space and limited in time to the duration of the subscription, to content that is not accessible to any member of the public and necessary to use the Premium Service available on the Website or the Mobile Application.
	8. The User acknowledges and expressly accepts that in the event of unauthorised, unlawful use, the copyright holder, the Service Provider, shall be entitled to a penalty, and the Service Provider may also claim damages, grievance fee and the return of the profit obtained by the infringement, in accordance with the rules of civil liability, and may initiate criminal prosecution of the unlawful user.
	9. In case of unauthorised use of the Premium Service, the amount of the penalty is HUF 100,000 per day + VAT, which the Service Provider shall invoice to the unauthorised user.
	10. If the Service Provider becomes aware of the unlawful use, in addition to the above, it shall be is entitled to ban the User from using the Premium Service or to restrict the use of the Premium Service. The Service Provider shall not be liable for any damage suffered by the User as a result of the ban/restriction.
1. **THE RIGHT TO USE THE MOBILE APPLICATION (LICENCE)**
	1. The Service Provider grants the User a limited, non-exclusive, non-sublicensable, revocable licence to download and use the Mobile Application from a third-party app store or directly from the Website, in object code format only, for personal use only, for lawful purposes.
	2. If you download our applications from a third-party app store (hereinafter referred to as **“Application Provider”)**, you acknowledge and agree that:
* a contract under these GTC is an agreement between the Service Provider and the User, and not an agreement between the User and the Application Service Provider. In the relationship between the Service Provider and the Application Provider, the Service Provider is solely responsible for the Application.
* The Application Provider is not obliged to provide any maintenance and support services for the Application.
* In the event that the Application fails to conform to the applicable warranties, the User (i) may notify the Application Provider and the Application Provider may refund to the User the purchase price of the applications (if any), (ii) to the maximum extent permitted by applicable law, the Application Provider shall have no other warranty obligations with respect to the applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses arising from the failure to comply with the warranty obligations shall be the responsibility of the Service Provider in the relationship between the Service Provider and the Application Provider.
* The Application Provider shall not be liable for the handling of claims relating to the applications or to the possession and use of the applications.
1. **THE COMPLAINTS HANDLING PROCEDURE**
	1. The Service Provider’s aim is to fulfil all orders in an appropriate quality and to the full satisfaction of the User.
	2. If the User still has a complaint in connection with the contract or its performance, they may also lodge a complaint by using the email address below:

email: info@multiappsfactory.hu

* 1. The Service Provider shall investigate the verbal complaint immediately and remedy it as necessary. If the User does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall draw up a record of the complaint and its position without delay and send a copy of the record to the User by email within 30 days, at the same time as the substantive response at the latest.
	2. The Service Provider shall keep a copy of the record of the complaint for a period of three years from the date of the complaint and present it to the control authorities. In other respects, the Service Provider shall proceed in accordance with the rules applicable to written complaints when processing oral complaints.
	3. The Service Provider shall investigate and respond to the written complaint in writing within 30 days. If the complaint is rejected, the Service Provider shall inform the User of the reasons for the rejection and the legal remedies available. The Service Provider shall keep a record of the complaint and a copy of the reply for five years and shall present it to the control authorities upon request.
	4. If the Consumer’s complaint is rejected, the Consumer may initiate an administrative procedure or a procedure before a conciliation body.
	5. If the Consumer becomes aware that their rights as a consumer have been infringed, they may lodge a complaint with the competent consumer protection authority in their place of residence. The government offices act as general consumer protection authorities and their contact details can be found at <http://www.kormanyhivatal.hu/hu/elerhetosegek>
	6. Once the complaint has been assessed, the authority shall decide whether to proceed with the consumer protection procedure. The consumer protection authority shall, upon request or ex officio, investigate the commercial practices of the Service Provider from a consumer protection point of view. To resolve the User’s individual case, the consumer protection authority shall refer the applicant’s case to the competent conciliation body.
	7. If the Consumer’s complaint is rejected, they shall have the right to apply to the competent conciliation body in their domicile or place of residence, whose contact details can be found at <http://www.bekeltetes.hu>. The initiation of the conciliation body’s procedure is subject to the condition that the User, as a consumer, first tries to settle their complaint directly with the Service Provider.
	8. The User is entitled to initiate contentious and non-contentious civil proceedings to enforce their claim.
1. **PRIVACY**
	1. The Privacy Policy (including the General Privacy Policy and the Detailed Privacy Policy) is available on the website indicated above and in the app.
2. **FINAL PROVISIONS**
	1. The Service Provider is entitled to unilaterally amend these General Terms and Conditions.
	2. Hungarian law shall prevail in matters not covered by the General Terms and Conditions.

Budapest, 06.08.2024