General Terms and Conditions

for the ÁrMester service

Effective from: 15 August 2026
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1. Definitions

1.1.1. General Terms and Conditions (GTC): these general terms and conditions, which set out the conditions of using the Service.

1.1.2. ÁrMester: the price monitoring and pricing support software service developed and operated by the Service Provider, accessible from a web browser and provided under a SaaS (Software as a Service) model via the Website.

1.1.3. Plan: a service package defined by the Service Provider, in which the Service Provider determines the conditions, functional limits and fees of use with regard to one another. The content and fees of the Plans in force from time to time are set out on the Website.

1.1.4. Individual Subscription Agreement: an agreement containing individual provisions relating to the Subscriber and the use of the Service, to be construed together with the GTC in force from time to time, and which may validly deviate from the GTC. An Individual Subscription Agreement is typically concluded where the Custom Plan is used.

1.1.5. Individual Subscriber: a subscriber who is a natural person.

1.1.6. Subscriber: any natural or legal person or organisation without legal personality who/which registers an Account on the Website and uses the Service.

1.1.7. Subscription Agreement: the agreement concluded between the Subscriber and the Service Provider for the use of the Service, the content of which is jointly constituted by these GTC, the selected Plan and – where concluded – the Individual Subscription Agreement.

1.1.8. Party and Parties: the Service Provider and the Subscriber individually and jointly.

1.1.9. Account: the user account registered by the Subscriber on the Website, through which the Service is accessible.

1.1.10. Client-Side Equipment: the equipment required for the intended use of the Service, to be provided by the Subscriber: a computer or other device with internet access and an up-to-date, supported internet browser (e.g. Mozilla Firefox, Google Chrome, Safari, Microsoft Edge).

1.1.11. Business Hours: from 9:00 to 17:00 on Business Days.

1.1.12. Business Day: weekdays, except for public holidays under Section 102 of Act I of 2012 on the Labour Code, with regard also to the working order applicable to the given year.

1.1.13. Availability: the ratio of the actual service time to the total annual operating time, expressed as a percentage. Availability applies to a full calendar year, not to a fraction of a year.

1.1.14. Scheduled Maintenance: maintenance work performed by or on behalf of the Service Provider that requires the temporary suspension of the Service.

1.1.15. Invoice: an electronically issued document suitable for tax administration identification, containing at least the elements set out in Section 169 of Act CXXVII of 2007 on Value Added Tax.

1.1.16. Server-Side Equipment: the server-side hardware and software required for the proper operation of the Service, provided by the Service Provider.

1.1.17. Service Fee: the consideration for the provision of the Service under the selected Plan or the Individual Subscription Agreement.

1.1.18. Service Provider: BerényiSoftware Tanácsadó és Szolgáltató Kft. (registered office: 2724 Újlengyel, Petőfi Sándor utca 48., Hungary; company registration number: 13-09-245641, registered by the Company Registry Court of the Budapest Environs Regional Court; tax number: 26320353-2-13; represented by: Imre Berényi, managing director; e-mail: office@berenyisoft.com; phone: +36 21 200 0797).

1.1.19. Service Provider's Website (Website): the website available at https://www.armester.com.

1.1.20. Business Subscriber: a subscriber that is not a natural person, as well as a natural person who uses the Service for purposes relating to their independent profession or economic activity.

1.1.21. Force Majeure Event: an unforeseeable event beyond the Parties' control (in particular: war, civil unrest, act of terrorism, strike, natural disaster, widespread internet or power outage) whose occurrence is not predictable and which cannot be averted by human intervention.

2. The Service

2.1.1. Under these GTC, the Service Provider provides the ÁrMester software as a SaaS service accessible from a web browser. Within the Service – within the functional limits of the selected Plan – the Subscriber may use in particular the following functions:

(a) maintaining a product inventory (recording products, categories, purchase and sales prices);

(b) AI-based competitor discovery: discovery of competitor webshops and product links in the target country selected by the Subscriber;

(c) monitoring competitor prices based on publicly available data;

(d) setting up pricing rules and automated price calculation (minimum margin, price positioning strategy, rounding);

(e) webshop integration (in particular: ShopRenter, Unas) using the API access data provided by the Subscriber.

2.1.2. The Service may be used exclusively online, via the Website. The Service Provider does not provide any on-site service, call-out or installation.

2.1.3. Providing, operating and securing the Client-Side Equipment is the Subscriber's task and responsibility. The Server-Side Equipment is provided by the Service Provider.

2.1.4. The Service Provider is entitled to continuously develop, modify and extend the functions of the Service, provided that this does not adversely affect the essential functions of the Service already provided.

3. Conclusion of the Subscription Agreement

3.1.1. The Subscription Agreement is concluded online, by registration on the Website. During registration, the Subscriber provides their e-mail address and password and declares acceptance of these GTC and the Privacy Notice. By registering or commencing the use of the Service, the Subscriber accepts the provisions of these GTC as binding.

3.1.2. The Subscription Agreement is concluded upon confirmation of the registration by the Service Provider or activation of the Account. In the case of a paid Plan, the agreement relating to the Plan enters into force upon selection of the Plan and payment of the Service Fee.

3.1.3. A Subscription Agreement concluded online does not qualify as a written agreement; it is not filed by the Service Provider and is therefore not subsequently accessible. The language of contracting is Hungarian. The agreement does not refer to any code of conduct.

3.1.4. The Subscriber shall provide true and accurate data during registration and when providing billing data; the Subscriber bears full responsibility for the accuracy of the data. The Subscriber shall record any change in their data in the Account without delay, but no later than within 15 (fifteen) days of the change.

3.1.5. The Service Provider is entitled to refuse a registration or a Plan order, in particular where the Subscriber has an overdue debt towards the Service Provider under any legal relationship, or where the Service Provider previously terminated the Subscriber's Subscription Agreement due to breach of contract.

3.1.6. The Custom Plan may be used on the basis of an Individual Subscription Agreement concluded by the Parties.

3.1.7. Unless the Individual Subscription Agreement provides otherwise, the Subscription Agreement is concluded for an indefinite term. The individual paid subscription periods (monthly or annual) are governed by Section 4.

4. Plans, fees and invoicing

4.1. Plans

4.1.1. The Service is available under the following Plans:

(a) Free Plan: available without payment of any fee, subject to the functional and quantitative limits set out on the Website;

(b) Monthly subscription: a plan available against a Service Fee payable monthly in advance;

(c) Annual subscription: a plan available against a Service Fee payable annually in advance;

(d) Custom Plan: a plan available with the content and fees determined in an Individual Subscription Agreement based on the Subscriber's individual needs.

4.1.2. The content, limits and fees of the Plans in force from time to time are set out on the Website. The Service Fees are displayed on the Website as gross amounts, inclusive of value added tax.

4.1.3. The Service Provider is entitled to modify the content and limits of the Free Plan or to discontinue the Free Plan; the affected Subscribers will be notified thereof at least 15 (fifteen) days in advance by e-mail or on the Website.

4.2. Payment of fees

4.2.1. The subscription fee is payable in advance for the given subscription period. Payment is made by online card payment available on the Website, through the Stripe payment system. In the case of the Custom Plan, payment may also be made by bank transfer, based on a provision to this effect in the Individual Subscription Agreement.

4.2.2. The monthly and annual subscription automatically renews upon expiry for the next period of the same length, unless the Subscriber cancels the subscription in the Account before the end of the current period. In the event of cancellation, the Service may be used until the end of the period already paid for; the Service Fee already paid is – in the absence of a mandatory legal provision to the contrary – non-refundable.

4.2.3. The Service Provider issues an electronic invoice for the Service Fee and sends it to the billing e-mail address provided by the Subscriber and/or makes it available in the Account. By accepting these GTC, the Subscriber consents to receiving electronic invoices.

4.2.4. In the case of payment by bank transfer, the payment deadline of the invoice is 8 (eight) calendar days from its issue, unless the Individual Subscription Agreement provides otherwise.

4.2.5. In the event of late payment, the Subscriber shall pay default interest in accordance with Act V of 2013 on the Civil Code.

4.3. Discounts

4.3.1. The Service Provider may grant discounts (in particular: a discount linked to annual subscription, or promotional discounts). Discounts may be used exclusively by the Subscriber and are non-transferable.

5. Consequences of non-payment

5.1.1. If the Service Fee due is not paid (including in particular an unsuccessful card charge and, in the case of payment by bank transfer, the unsuccessful expiry of the payment deadline of the invoice), the Service Provider will request the Subscriber by e-mail to pay the fee, with a warning of the legal consequences.

5.1.2. If the Subscriber fails to pay the fee within 8 (eight) days of the sending of the payment request, the Service Provider is entitled to:

(a) suspend or restrict access to the Service (including disabling the paid functions of the Account or downgrading it to the Free Plan), and/or

(b) terminate the Subscription Agreement with immediate effect and terminate the Subscriber's access.

5.1.3. Suspension, restriction or termination does not affect the Subscriber's obligation to pay fee debts that have already become due.

5.1.4. Following termination, the Subscriber's data are governed by the provisions of Section 9.4.

6. Amendment of the Subscription Agreement

6.1.1. The Parties may amend the Individual Subscription Agreement at any time by mutual agreement, in writing.

6.1.2. The Service Provider is entitled to unilaterally amend the GTC, the Plans and the Service Fees, in particular in the following cases:

(a) the fees or contractual terms of contributing providers (e.g. hosting, payment or AI provider) change;

(b) the technical conditions of providing the Service change;

(c) the Service Provider intends to change its service portfolio or the subscriber base targeted by its services;

(d) the legislation applicable to the provision of the Service changes;

(e) a decision of a competent authority affecting the Service so requires;

(f) other material changes in the circumstances so justify.

6.1.3. The Service Provider is entitled, once a year, to unilaterally increase the Service Fees by no more than the consumer price index published by the Hungarian Central Statistical Office for the year preceding the given year (inflation adjustment).

6.1.4. The Service Provider publishes information on any unilateral amendment on the Website at least 15 (fifteen) days before its entry into force, and notifies Subscribers using a paid Plan by e-mail. A fee amendment does not affect the period already paid for by the Subscriber; it applies only from the next subscription period.

6.1.5. If the Subscriber does not accept the amendment, they are entitled to terminate the Subscription Agreement with effect from the date of entry into force of the amendment, at any time until such entry into force. Continued use of the Service after the entry into force of the amendment constitutes acceptance of the amendment.

6.1.6. The 15 (fifteen) day notice period does not apply where the amendment is necessitated by the introduction of a new service or function and does not affect the terms of the services already provided, or where the amendment results solely in the reduction of a fee.

6.1.7. In exercising its right of unilateral amendment, the Service Provider shall comply with the applicable legislation, in particular the provisions of the Civil Code on unfair general contract terms.

7. Suspension of the Service; maintenance

7.1.1. If the provision of the Service is temporarily impeded, the Service is suspended. Suspension does not affect the continuity of the legal relationship.

7.1.2. The Service may be suspended:

(a) with prior notice to the Subscribers at least 3 (three) calendar days in advance, due to the transformation, renovation, updating, replacement or maintenance of the system, which may not exceed 1 (one) day per calendar month;

(b) due to scheduled maintenance carried out to preserve the integrity of the system, which the Service Provider is entitled to perform without prior notice within a maintenance window between 22:00 and 06:00;

(c) due to any other cause unforeseeable by the Service Provider.

7.1.3. If the suspension occurs for a reason within the Service Provider's control and its duration exceeds the extent permitted under the Availability, the Subscriber is not obliged to pay any fee for the duration of the suspension and is entitled to the credit under Section 11.2.

7.1.4. Neither Party is liable for the non-performance, defective performance or delayed performance of its obligations under the Subscription Agreement if caused by a Force Majeure Event. The affected Party shall notify the other Party without delay of the occurrence and expected duration of the Force Majeure Event. For the duration of the Force Majeure Event, the Subscription Agreement is suspended to the extent that performance is not possible due to the Force Majeure Event.

8. Restriction of the Service

8.1.1. The Service Provider is entitled to restrict or suspend the use of the Service, or to reduce its quality or other characteristics, if:

(a) the Subscriber is in payment default under Section 5;

(b) the Subscriber obstructs or endangers the proper operation of the Service Provider's system (in particular: denial-of-service or other attacks, automated use of the system contrary to its intended purpose);

(c) the Subscriber introduces unlawful content into the Service or uses the Service in an unlawful manner or for an unlawful purpose;

(d) the Subscriber has exceeded the quantitative limits set out in the Plan;

(e) based on the available data, it is probable that the Subscriber misled the Service Provider with regard to a material circumstance – in particular personal or company data – for the purpose of concluding the agreement or using the Service.

8.1.2. The Service Provider will lift the restriction within no more than 48 hours if the Subscriber eliminates the cause of the restriction and the Service Provider becomes credibly aware thereof.

8.1.3. The Subscriber is not entitled to any fee credit for the duration of the restriction.

9. Termination of the Subscription Agreement

9.1. Cases of termination

9.1.1. The Subscription Agreement terminates:

(a) upon the dissolution of the Service Provider without a legal successor; in this case the Service Provider notifies the Subscriber at least 30 (thirty) days before the planned date of dissolution;

(b) upon the dissolution of the Subscriber without a legal successor, or upon the death of an Individual Subscriber;

(c) by mutual agreement of the Parties;

(d) by ordinary termination or termination with immediate effect;

(e) upon deletion of the Account by the Subscriber (Section 9.2.2).

9.2. Ordinary termination

9.2.1. Either Party may terminate a Subscription Agreement of indefinite term without giving reasons. The notice period on the part of the Service Provider is 30 (thirty) days. The Subscriber may cancel a paid subscription with effect from the end of the current subscription period, in accordance with Section 4.2.2.

9.2.2. The Subscriber may delete their Account at any time, with immediate effect, using the "Delete account and data" function available in the Account. The deletion is irreversible and results in the termination of the Subscription Agreement. The Service Fee already paid is – in the absence of a mandatory legal provision to the contrary – non-refundable.

9.3. Termination with immediate effect

9.3.1. The Subscriber is entitled to terminate the Subscription Agreement with immediate effect if the Service Provider fails to remedy its repeated material breach of contract within 15 (fifteen) days despite the Subscriber's written notice.

9.3.2. The Service Provider is entitled to terminate the Subscription Agreement with immediate effect if:

(a) the Subscriber materially breaches the Subscription Agreement (a material breach is one in view of which the Service Provider cannot reasonably be expected to maintain the Subscription Agreement);

(b) the Subscriber fails to remedy any other breach of contract within 15 (fifteen) days of the Service Provider's notice to that effect;

(c) the Subscriber obstructs or endangers the proper operation of the Service Provider's system and fails to cease doing so within 3 (three) days of a notice warning of the legal consequences;

(d) the Subscriber uses the Service in an unlawful manner or for an unlawful purpose;

(e) the Subscriber fails to settle the fee due within 8 (eight) days of the sending of a payment request warning of the legal consequences (Section 5).

9.3.3. The Service Provider communicates the termination in writing, by electronic mail sent to the Subscriber's e-mail address, indicating the reason for the termination and the expiry date of the notice period.

9.4. Obligations upon termination; handling of data

9.4.1. Termination of the Subscription Agreement for any reason does not release the Subscriber from the payment of fee debts incurred up to the termination.

9.4.2. For 15 (fifteen) days from the date of termination of the Subscription Agreement, the Service Provider enables the Subscriber to export the data recorded in the Service (in particular: the product list), except where the termination occurred through the immediate deletion of the Account by the Subscriber. After the expiry of this period, the Service Provider deletes the data recorded by the Subscriber.

9.4.3. The duration of the processing and the erasure of personal data are governed by the provisions of the Privacy Notice.

10. Customer service, fault reporting, complaint handling

10.1.1. The Service Provider's customer service is available via the "Contact" menu of the Website and at the following contact details: e-mail: office@berenyisoft.com; phone: +36 21 200 0797. Customer service is available during Business Hours.

10.1.2. The Subscriber may report faults relating to the Service at the contact details set out in Section 10.1.1. The Service Provider records the fault report and commences the investigation and elimination of the fault without delay. The Service Provider retains the data relating to the fault report and its elimination for at least 1 (one) year from the elimination of the fault.

10.1.3. Based on the investigation, the Service Provider notifies the Subscriber that the fault was not detectable or arose from a cause within the Subscriber's control, that the fault has been eliminated, or that it cannot undertake to repair the fault temporarily or permanently.

10.1.4. The Subscriber may submit complaints and fee objections relating to the Service to the Service Provider in writing. The Service Provider records and investigates the complaint and informs the Subscriber of the outcome in writing within 30 (thirty) days of its submission. The Service Provider shall give reasons for rejecting a complaint. A fee objection does not affect the payment deadline.

10.1.5. If the Service Provider upholds the fee objection, it credits the fee difference and its interest to the Subscriber's account at the next settlement, or pays it to the Subscriber in a lump sum.

10.1.6. A Subscriber qualifying as a consumer may turn to the following bodies to resolve a dispute relating to the Service:

(a) in consumer protection matters, the territorially competent county (metropolitan) government office acting as consumer protection authority;

(b) the conciliation body competent according to their place of residence or stay; the body competent according to the Service Provider's registered office is the Pest County Conciliation Board (Pest Vármegyei Békéltető Testület);

(c) the courts.

11. Availability; liability

11.1. Availability

11.1.1. The Service Provider undertakes an annual Availability of 99% for the Service. Scheduled Maintenance, Force Majeure Events and outages attributable to causes within the Subscriber's control are not taken into account when calculating Availability.

11.2. Credit

11.2.1. The basis of the credit is the number of days of delay. A day of delay is a day on which the Service cannot be used, for reasons attributable to the Service Provider, beyond the duration permitted under the Availability. The amount of the credit for each day of delay is the daily pro-rata amount of the Service Fee paid by the Subscriber for the given period.

11.2.2. Beyond the credit, the Service Provider assumes no other financial liability (loss of profit, other costs) for the outage of the Service.

11.3. Limitation of liability

11.3.1. The Service collects competitor prices from publicly available sources in an automated manner, and the AI-based competitor discovery applies probabilistic technology. The Service Provider does not warrant the completeness, accuracy or up-to-dateness of the discovered competitor webshops, product links and prices.

11.3.2. The application of the prices and pricing suggestions calculated by the Service – including the synchronisation of prices to the webshop – is in all cases the Subscriber's decision, at the Subscriber's own business risk. The Subscriber is responsible for the content of the pricing rules it sets, for the prices generated on their basis, and for the display and legal compliance of the prices in the Subscriber's webshop (including in particular consumer protection rules on price indication).

11.3.3. The Service Provider is not liable for consequences arising from errors or deficiencies in the data provided by the Subscriber (in particular: purchase prices, VAT rates, API access data), nor for faults and outages occurring in the systems of third-party providers (in particular: webshop platforms, the payment provider).

11.3.4. The Service Provider's liability for damages caused by breach of contract – with the exception of breaches caused intentionally or resulting in harm to human life, physical integrity or health – is limited to the amount of the Service Fee paid by the Subscriber to the Service Provider in the 3 (three) months preceding the event giving rise to the damage. The Parties record that the amount of the Service Fee was determined in consideration of this limitation of liability.

11.3.5. The Service Provider is not liable for any injury or damage caused by unlawful content uploaded to or transmitted through the Service by the Subscriber. The Service Provider is not obliged to check the content of the data recorded by the Subscriber in advance or on a regular basis, but is entitled to check them in the event of suspected infringement or breach of contract.

12. Data processing, data security

12.1.1. The Service Provider qualifies as data controller with respect to the personal data processed in connection with the Subscription Agreement. The detailed conditions of the processing of personal data – including the purposes, legal bases and duration of the processing, the data processors used and the data subject rights – are set out in the Privacy Notice available on the Website.

12.1.2. The Service Provider protects personal data by technical and organisational measures ensuring a level of protection appropriate to the nature of the data processed and the risks of the processing. The Service Provider regularly makes backup copies of the data within the scope of the Service, treats them confidentially, and uses them exclusively to restore data loss resulting from malfunction.

12.1.3. The Service Provider may access the content of the data recorded by the Subscriber in the Service only to the extent necessary for the performance of the Service.

12.1.4. The Service Provider is obliged to provide data to the competent authorities (in particular: national security services, investigating authorities, courts) in the cases and manner specified by law.

12.1.5. For the purpose of collecting the Subscriber's debts not settled by the deadline, the Service Provider is entitled to transfer to a third party exclusively the data necessary for collection; such third party stores the transferred data no longer than until the settlement of the debt.

13. Intellectual property

13.1.1. The Service Provider's Intellectual Property includes the ÁrMester software and all of its elements, the software, technologies, algorithms, know-how, designs and documentation developed or used by the Service Provider, as well as the Service Provider's trade secrets.

13.1.2. The Subscription Agreement creates a non-exclusive, non-transferable right for the Subscriber to use the Service for its intended purpose; it does not grant any other right or title to the Service Provider's Intellectual Property. The Subscriber may not:

(a) rent out, lend or transfer the Service Provider's Intellectual Property to any third party, copy it or distribute it;

(b) modify it, translate or reverse engineer it, decompile or disassemble it, or attempt to obtain its source code;

(c) use it to develop a competing product or service;

(d) remove or modify any copyright, trademark or other proprietary notice displayed on it.

13.1.3. The Service Provider is entitled to unilaterally change, correct and develop the software required for the provision of the Service where necessary for maintenance or improving the service level.

13.1.4. The data and information entered, recorded or uploaded by the Subscriber into the Service constitute the property, or intellectual property, of the Subscriber, unless otherwise provided by law or contract.

14. Rights and obligations of the Subscriber

14.1.1. The Subscriber is entitled to use the Service within the limits of the selected Plan and to export the data recorded in the Service during the term of the Subscription Agreement and within the deadline set out in Section 9.4.2.

14.1.2. The Subscriber shall use the Service for its intended purpose. The Subscriber is responsible for all activities carried out through their Account.

14.1.3. The Subscriber's password provides access to their Account; keeping the password confidential is the Subscriber's responsibility. Sharing the Account or the Service with unauthorised users is not permitted.

14.1.4. The Subscriber warrants that it is entitled to dispose of the API access data provided for the webshop integration and that their use within the Service does not infringe the rights of any third party.

14.1.5. The Subscriber may not use the Service for any unlawful purpose; in particular, the Subscriber may not use it to engage in conduct contrary to competition law (in particular the provisions of Act LVII of 1996 on the Prohibition of Unfair Market Practices and the Restriction of Competition), such as price fixing or concerted practices between competitors.

14.1.6. The Subscriber may not transfer its rights under the Subscription Agreement to any third party without the prior written consent of the Service Provider.

15. Miscellaneous provisions

15.1. Governing law

15.1.1. The Subscription Agreement and any matters not regulated therein are governed by Hungarian law, in particular Act V of 2013 on the Civil Code, Act CVIII of 2001 on Electronic Commerce Services, and Act LXXVI of 1999 on Copyright.

15.1.2. The Parties shall primarily settle their disputes amicably. Failing that, for disputes with a Business Subscriber the Parties stipulate – depending on competence – the exclusive jurisdiction of the Budapest Environs Regional Court (Budapest Környéki Törvényszék) or the District Court of Dabas (Dabasi Járásbíróság). For Subscribers qualifying as consumers, the general rules of jurisdiction apply.

15.2. Confidentiality

15.2.1. The Parties shall not disclose to any third party, without the prior written consent of the affected Party, any technical, economic or business information concerning the other Party obtained in connection with the legal relationship, and shall take all necessary measures to prevent the accidental disclosure of such information. The confidentiality obligation survives the termination of the Subscription Agreement.

15.3. Notices

15.3.1. The primary means of communication between the Parties is electronic: messages sent to office@berenyisoft.com in the case of the Service Provider, and to the e-mail address provided in the Account in the case of the Subscriber.

15.3.2. A notice sent by e-mail is deemed delivered on the business day following its sending. A postal item sent with return receipt is deemed delivered on the date indicated on the return receipt or on the date of the attempted delivery, including where it is returned marked “unclaimed”, “receipt refused” or with a marking of equivalent content.

15.3.3. Where the subject of the notice is an amendment of these GTC, the Service Provider fulfils its notification obligation by publication on the Website and by the e-mail notification under Section 6.1.4.

15.3.4. If any provision of these GTC proves invalid, this does not affect the validity of the remaining provisions.