

Terms and conditions - IPMFlow - IPMflow

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The contract concluded on the basis of this document will not be filed (it is not accessible afterwards, the conclusion of the contract is proven by the order data), it is concluded by a legal declaration made by implied conduct, it does not qualify as a written contract, it is written in Hungarian, and it does not refer to a code of conduct. Should you have any questions regarding the operation of the website or the ordering process, we are at your disposal at our provided contact details.

The scope of these General Terms and Conditions (hereinafter: "GTC") covers the legal relationships occurring on the Service Provider's website (<https://ipmflow.com/> ; app.ipmflow.com) and its subdomains. These GTC are continuously available (can be downloaded and printed at any time) from the following websites: ipmflow.com/aszf, ipmflow.com/terms.

Definitions:

- **User:** Any natural person, legal entity, or organization that uses the services of the Service Provider and concludes a contract with the Service Provider.
- **Consumer:** A User who is a natural person acting outside the scope of their profession, independent occupation, or business activity.
- **Enterprise/Business:** A person acting within the scope of their profession, independent occupation, or business activity.
- **Service Provider:** The natural or legal person, or organization without legal personality providing information society-related services, who provides the service to the User and concludes a contract with the User.

1. DATA OF THE SERVICE PROVIDER:

- **Name of the service provider:** Trapshop Kft.
- **Registered office of the service provider (and place of complaint handling):** 8797 Batyk, Fő utca 34, Hungary
- **Contact details of the service provider, regularly used electronic mailing address for communication with users:** hello@ipmflow.com
- **Company registration number / registration number:** 2009078346
- **Tax number of the service provider:** 32050547-2-20
- **Name of registering authority / licensing authority and license number (if applicable):** Company Registry Court of the Zalaegerszeg General Court (Zalaegerszegi Törvényszék Cégbírósága)
- **Phone number of the service provider:** +36 30 220 9884
- **Language of the contract:** Hungarian

Data of the IT systems serving the service (hosting providers):

- **Rackhost Zrt.**
Activity: Hosting service for the related informational website (ipmflow.com)

Registered office: 6722 Szeged, Tisza Lajos körút 41., Hungary

E-mail: info@rackhost.hu

Phone: +36 1 445 1200

Website: www.rackhost.hu

- **Cloudways Ltd. (DigitalOcean)**

Activity: Server and database hosting (Backend system and data storage)

Registered office: Junction Business Centre, 1st Floor Sqaq Lourdes, St Julians STJ3334, Malta

E-mail: info@cloudways.com

Website: www.cloudways.com

- **Vercel Inc.**

Activity: Hosting and cloud execution of the software frontend web application (app.ipmflow.com)

Registered office: 340 S Lemon Ave #4133, Walnut, CA 91789, USA

Website: www.vercel.com

2. BASIC PROVISIONS:

2.1. Issues not regulated in these GTC, as well as the interpretation of these GTC, shall be governed by Hungarian law, with particular regard to the relevant provisions of Act V of 2013 on the Civil Code (“Ptk.”), Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Elker. tv.), and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the relevant laws shall apply to the parties without any specific stipulation.

2.2. These GTC are effective from May 15, 2025, and shall remain in effect until revoked. The Service Provider is entitled to unilaterally modify the GTC (circumstances giving rise to modification: changes in legislation, business interests, company-related changes). The Service Provider shall publish the modifications on the website and notify registered or previous purchasing Users of the change via e-mail. The modifications do not affect previously concluded contracts, i.e., the modification has no retroactive effect.

2.3. The Service Provider reserves all rights concerning the website, any detail thereof, the contents appearing on it, and the distribution of the website. It is strictly prohibited to download, electronically store, process, or sell the contents appearing on the website or any detail thereof without the written consent of the Service Provider.

3. REGISTRATION / PURCHASE

3.1. In the event of providing false data or data linked to another person during the use/ordering/subscription of the service, the resulting electronic contract may be challenged in court by the entitled party. As a result of a successful challenge (winning the lawsuit), the contract becomes invalid from the time of its conclusion, or if it conceals another contract, the rights and obligations of the parties shall be judged on the basis of the concealed contract.

3.2. The Service Provider shall not be held liable for any delay, other problem, or error attributable to data provided incorrectly and/or inaccurately by the User. However, the Service Provider informs Users that after consultation and clear identification with the User, it may correct incorrectly entered data in the order so that billing and fulfillment do not encounter any obstacles.

3.3. The Service Provider is not liable for damages resulting from the User forgetting their password, or if it becomes accessible to unauthorized persons for any reason not attributable to the Service Provider (if there is registration on the site).

4. SCOPE OF PURCHASABLE PRODUCTS, SERVICES, AND PRICES

4.1. The displayed products can be ordered online. The prices displayed for the products are in HUF and are gross prices (thus they include the statutory VAT, or, if the Service Provider invoices VAT-exempt, the prices are the amounts to be paid), however, they do not include payment-related fees.

4.2. The Service Provider specifies the name and description of the product in detail, and displays a photo of the (digital) products (if possible).

4.3. If a promotional price is introduced, the Service Provider fully informs Users of the promotion and its exact duration. The Service Provider acts lawfully when determining promotional prices, complying with the rules of the joint decree 4/2009. (I. 30.) NFGM-SZMM on the detailed rules for indicating the selling price and unit price of products, and the fees for services.

4.4. In the event of an incorrect price being displayed, the Service Provider is not obliged to confirm the order at this price, but has the option to reject the offer and may offer confirmation at the correct, real price, in the knowledge of which the User has the right to:

- not accept the modified offer and cancel the order.
- maintain their order at the correct price.

Based on Act V of 2013 on the Civil Code (Ptk.), the contract is concluded by the mutual and concurring expression of the will of the parties. If the parties cannot agree on the contractual terms, i.e., there is no declaration expressing the mutual and concurring will of the parties, in that case we cannot speak of a validly concluded contract from which rights and obligations would arise.

An incorrect price is considered to be:

- 0 HUF,
- 1 HUF, or
- a promotional price that does not correspond to the percentage rate of the indicated discount compared to the original price. For example, if the original price of a product is 10,000 HUF and a 50% discount is valid, the correct promotional price would be 5,000 HUF. It is considered an incorrect price if 1,000 HUF or 2,000 HUF is displayed instead.

5. REGISTRATION AND SUBSCRIPTION PROCESS, SPECIAL PROVISIONS

We inform Users that the downloadable desktop software of IPMFlow is not covered by these GTC; it is subject to a separate End User License Agreement (EULA) and B2B desktop contractual terms.

5.1. The information available on the website operated by the Service Provider, as well as the registration/request for quotation form, do not constitute a binding offer according to the Civil Code; they exclusively serve the preliminary data provision and contact initiation of business users interested in the Service Provider's services.

5.2. The service is exclusively available for business use, for economic organizations, sole proprietors, and other professional users. By submitting the registration/request for quotation form, the User declares and warrants that:

- a) the provided data correspond to reality,
- b) they are entitled to act on behalf of the organization they represent, and
- c) they have appropriate authorization to prepare and/or conclude the contract with the Service Provider.

5.3. The submission of the registration/request for quotation form exclusively constitutes an indication of the User's interest and a preliminary registration request. The submission of the form in itself:

- a) does not result in the conclusion of the contract,
- b) does not create an obligation to contract for the Service Provider,
- c) does not entitle the User to use the software, and
- d) does not establish a claim for immediate or automatic access to the app.ipmflow.com system.

5.4. The Service Provider examines the received registration/request for quotation forms individually, through manual verification in every case. The Service Provider is particularly entitled to:

- a) request further data, declarations, or documents,
- b) reject the registration request without justification,
- c) ignore requests containing incomplete, inaccurate, untrue, or misleading data, and
- d) refuse to provide access based on compliance, business, technical, security, or other operational criteria.

5.5. In case of a positive assessment, the Service Provider may send a proforma invoice or, if necessary, individual commercial or service conditions to the User. The sending of the proforma invoice by the Service Provider does not in itself constitute the activation of the service and does not mean that the User has acquired the right to use the software.

5.6. The contract between the Parties is concluded exclusively if:

- a) the Service Provider has accepted the User's registration,
- b) the full consideration has been paid in full to the Service Provider based on the proforma invoice issued by the Service Provider, and
- c) the Service Provider has activated the access based on a separate, individual decision, or has notified the User thereof in a written confirmation.

5.7. Actual access to the software is not automatic, but opens exclusively following the manual activation by the Service Provider. The Service Provider is entitled to align the time of opening the access to its own administrative, technical, and security processes. The User acknowledges that the submission of the form, the automatic system message, or the sending of the proforma invoice in itself does not create an immediate access right.

5.8. The automatic confirmation e-mail, system message, technical information regarding the receipt of the registration, or any similar electronic notification sent by the Service Provider solely confirms the recording of the receipt of the request and does not constitute an acceptance declaration on the part of the Service Provider.

5.9. The User is exclusively entitled to use the app.ipmflow.com system upon receipt of the access data or activation confirmation sent by the Service Provider. Until access is provided, the Service Provider is not burdened with the obligation to actually provide the service.

5.10. The Service Provider is not liable for any damages, disadvantages, lost profits, or business losses arising from the fact that:

- a) the User's registration request is not accepted by the Service Provider,
- b) the provision of access is not automatic or immediate, or
- c) the Service Provider postpones or refuses the activation of access for compliance, business, technical, or security reasons.

5.11. If the Service Provider does not accept the registration request, the fee already paid but not linked to the activation of the service will be refunded by the Service Provider, unless otherwise agreed by the Parties. The Service Provider has no further obligations in this regard.

5.12. Service Description

Through the IPMFlow.com platform, the Service Provider provides online, subscription-based software tools aimed at supporting pest risk analysis, risk assessment, and related IPM (Integrated Pest Management) processes, particularly for food industry and pest control professionals. The tool used for analysis is the ipmflow.com platform. The Professional who uses the tools of ipmflow.com is responsible for the content and the professional conclusions. Ipmflow.com ensures the operation of the platform; it does not assume responsibility for the content.

The Service may include features supported by artificial intelligence (AI), currently Google Gemini (e.g., automated report generation based on data entered by the User).

The exact content of the Service, available functions, and modules (e.g., "IPMFlow – RAP") are detailed on the Website.

5.13. Subscription Packages, Fees, and Payment

The Service is available in various subscription packages, which offer different functions and capacities. The current packages and their fees are detailed on the Website.

The User can settle the fees via the payment methods indicated by the Service Provider on the Website. Payment services are provided by a third-party payment processor (currently Barion).

Credit card payment via Barion: Online credit card payments are executed through the Barion system. Credit card data does not reach the merchant. The service provider Barion Payment Zrt. is an institution under the supervision of the Central Bank of Hungary (MNB), license number: H-EN-I-1064/2013.

Subscription fees are due in advance for the given subscription period (monthly or annual). The subscription automatically renews at the end of the period unless the User cancels it through the Website before the start of the next period.

The Service Provider reserves the right to modify the subscription fees and the content of the packages. The Service Provider will inform Users of the modifications in a reasonable time before the next subscription period. The modifications do not apply to the already paid period.

Basic Package – FREE, contents:

- Unlimited risk analysis export without AI
- Max Sites / User: 50
- Max Locations / Site: 20
- Max Assessments / Location: 20 (older ones are automatically deleted)

Professional Package – 300 USD + VAT / year, contents:

- Everything in the FREE package, plus:
- Custom branding: placing logo and company information in the header.
- Daily PDF exports with AI generation: 20 pcs (of which 10 pcs can be used for Risk Analysis and IPM program, 10 pcs for Trend Analysis).

- Distribution of 20 daily credits: 10 pcs can be used for AI-based risk analysis and IPM program creation; 10 pcs can be used for AI-based trend analysis.

5.14. User Obligations and Responsibilities

The User is obliged to use the Service lawfully and in accordance with these GTC.

The User is exclusively responsible for all data, information, and content (e.g., site data, risk assessment parameters, pest sightings, description of measures) that they upload, enter into the Service, or generate with its help (including AI-generated reports).

The User acknowledges that the Service (especially AI-based functions) operates based on the data entered by the User. The User is responsible for the accuracy, completeness, and appropriateness of the entered data. The User may not perform any activity that endangers or hinders the operation of the Service or the systems serving it (e.g., overloading, spreading viruses, unauthorized access attempts).

5.15. Use of AI (Artificial Intelligence)

The User acknowledges that certain parts of the Service (e.g., report generation) operate with the help of artificial intelligence (Google Gemini).

The output generated by the AI (e.g., reports, analyses, suggestions) is based on the data provided by the User. The accuracy, completeness, or suitability for a particular purpose of the answers and reports provided by the AI is not guaranteed.

User Verification: The content generated by the AI must be critically evaluated and professionally verified by the User in all cases before use. The results generated by the AI are for informational purposes only and do not replace qualified human expertise and decision-making.

Disclaimer of Liability: The Service Provider excludes all liability for any direct or indirect damages resulting from the inaccuracy or incompleteness of the AI-generated content or decisions made by the User based on them. The use of AI-generated results is the sole responsibility of the User.

The use of AI functions may be tied to subscription packages (regarding API usage limits) following the introduction of fee packages.

Together for the best result: The AI tools of ipmflow.com support your expertise by processing data. For the best result, please provide accurate data. As AI technology is still developing, the generated content requires careful professional review by you in every case. You are responsible for the accuracy of the final result and its appropriate use. Thank you for your responsible cooperation!

5.16. Termination, Suspension of Contract

The User may terminate the use of the Service and delete their account at any time in the manner provided on the Website or through the Service Provider's customer service. In the event of cancellation by the User, there is generally no possibility for a refund of already paid subscription fees.

The Service Provider is entitled to suspend the User's access with immediate effect or terminate the contract (delete the account) if the User:

- Breaches any material provision of these GTC.
- Provides false data during registration.
- Uses the Service in an infringing manner.
- Fails to pay the due subscription fees (following the introduction of the paid model).
- Engages in activities that endanger the security of the Service or the rights of other users.

Upon termination of the contract, the User's access to the Service ceases. The Service Provider deletes the data entered by the User in accordance with the provisions of the Privacy Policy, unless their further retention is required by a legal obligation.

5.17. Renewal and Cancellation of Subscription

The subscription automatically renews at the end of the chosen billing cycle (month or year), unless the User

cancels it in their account. Cancellation can be done at any time. In the event of cancellation, the User will continue to have access to the Professional package functions until the end of the already paid period, but no fee will be charged in the next billing cycle, and their account will revert to the Free package.

5.18. Confidentiality and Security of Business Data

Confidentiality and security of your business data

We consider the protection of the business data entrusted to us (including, but not limited to, data of sites, locations, risk analyses, and IPM programs) to be of utmost importance. We apply a comprehensive, multi-layered security system to protect your data from unauthorized access, modification, or destruction. We ensure the effectiveness of the protection through the following interdependent measures, among others:

1. **Multi-level access control:** Our system applies strict authorization levels, ensuring that every user can only access the data recorded by themselves or explicitly authorized for them. This fundamental protective layer prevents unauthorized persons from accessing the data of other partners.
2. **Data encryption (both during data traffic and storage):** Data communication between your browser and our servers is always conducted via a secure, end-to-end encrypted channel (SSL/TLS protocol), preventing data interception. Furthermore, highly sensitive data and identifiers stored in the system are protected by an industry-standard, strong encryption algorithm, so they remain unreadable to unauthorized parties even if extracted from our data stores.
3. **Built-in application security and data filtering:** Our software was developed along the principle of “security by design”. All data arriving into the system – whether from user input or other sources – is subjected to automatic and strict security filtering. This process proactively neutralizes malicious codes and prevents unauthorized data access attempts, providing protection against the most common vulnerabilities.
4. **Server-side protection and firewalls:** Our servers are protected by modern, continuously updated security software and intelligent firewalls against external, malicious attacks and intrusion attempts.
5. **Continuous system monitoring and security-conscious logging:** We continuously monitor our systems to detect abnormal activities. Critical security events are logged, but we do this following the principle of “Privacy by Design”: we automatically remove or anonymize any data (e.g., e-mail address, IP address) from the logs that could allow for personal identification. Logs are deleted at regular intervals in accordance with the principle of data minimization.
6. **Encrypted backups:** In order to prevent data loss and ensure service continuity, we regularly make backups of the system. These backups are always stored in an encrypted format in a secure, geographically separated location, thus guaranteeing that they remain unreadable if they fall into unauthorized hands even during a potential physical incident.

5.19. Browser Support

Please note that for the use and perfect operation of the online applications, the Service Provider stipulates the use of the following browsers: Google Chrome, Firefox, Microsoft Edge.

6. ORDER PROCESSING AND FULFILLMENT

- 6.1. The processing of orders (registration, subscribing to a service, modifying a subscription, etc.) happens continuously.
- 6.2. The use of the service is possible immediately after the financial service provider utilized by the Service Provider confirms the online credit card payment to the Service Provider.
- 6.3. In the case of a contract for the use of a service, the Service Provider is obliged to provide the service according to this contract, and the User is obliged to pay the service fee.

6.4. The service/subscription selected by the user can be cancelled, however, the fee for the service/subscription is non-refundable. If the use of the service is tied to a subscription, in the event of cancelling the subscription, the service can still be used during the subscription period, but it will not automatically renew.

6.5. The Service Provider draws the attention of Users to the fact that, in order to enforce our legal claims arising from the unlawful use of the Service, if the Service Provider uses the assistance of its lawyers, the payment of other (legal) costs arising from the breach of contract (even the fees of the order for payment procedure) shall also be borne by the User.

7. RIGHT OF WITHDRAWAL / CANCELLATION

7.1. Pursuant to Directive 2011/83/EU of the European Parliament and of the Council, and the regulations of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses, the right of withdrawal/cancellation only applies to Users qualifying as consumers under the Civil Code (Ptk.). The right of withdrawal/cancellation does not apply to an enterprise, i.e., a person acting within the scope of their profession, independent occupation, or business activity.

8. WARRANTY

Defective performance

The Service Provider performs defectively if the service does not meet the quality requirements stipulated in the contract or legislation at the time of performance. The Service Provider does not perform defectively if the obligee knew of the defect at the time the contract was concluded, or should have known of the defect at the time the contract was concluded.

User qualifying as an Enterprise: a person acting within the scope of their profession, independent occupation, or business activity.

9. MISCELLANEOUS PROVISIONS

9.1. The Service Provider is entitled to use a subcontractor/contributor to fulfill its obligations. It is fully responsible for their unlawful conduct, as if the Service Provider itself had committed the unlawful conduct.

9.2. If any part of these Regulations becomes invalid, unlawful, or unenforceable, it does not affect the validity, lawfulness, and enforceability of the remaining parts.

9.3. If the Service Provider does not exercise its right under the Regulations, the failure to exercise the right shall not be considered a waiver of that given right. A waiver of any right is valid only in the case of an explicit written statement to that effect. The fact that the Service Provider on one occasion does not strictly insist on an essential condition or stipulation of the Regulations does not mean that it waives its right to insist on the strict observance of that given condition or stipulation in the future.

9.4. The Service Provider and the User shall attempt to settle their disputes amicably.

9.5. The Parties record that the Service Provider's website operates in Hungary and its maintenance is also performed here. Since the site can be visited from other countries as well, the users expressly acknowledge that in the relationship between the user and the Service Provider, the governing law is Hungarian law.

9.6. In respect to access to the services available on the website, the Service Provider does not apply different general conditions of access for reasons related to the User's nationality, place of residence, or place of establishment.

9.7. The Service Provider – regarding the payment methods accepted by it – does not apply different conditions for payment transactions due to reasons related to the User’s nationality, place of residence, or place of establishment, the location of the payment account, the place of establishment of the payment service provider, or the place of issue of the cash substitute payment instrument within the European Union.

9.8. The Service Provider complies with REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on addressing unjustified geo-blocking and other forms of discrimination based on customers’ nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC.

10. COPYRIGHTS

10.1. Since <https://ipmflow.com/> ; **app.ipmflow.com** as a website qualifies as a copyright work, it is prohibited to download (reproduce), re-transmit to the public, otherwise use, electronically store, process, and sell the contents or any detail thereof appearing on the <https://ipmflow.com/> ; **app.ipmflow.com** website without the written consent of the Service Provider.

10.2. Any material from the <https://ipmflow.com/> ; **app.ipmflow.com** website and its database can be adopted, even with written consent, only with reference to the given website.

10.3. The Service Provider reserves all its rights regarding all elements of its service, its domain names, secondary domain names formed with them, and its internet advertising spaces.

10.4. It is prohibited to adapt or reverse engineer the content of the <https://ipmflow.com/> ; **app.ipmflow.com** website or its individual parts; to establish user IDs and passwords in an unfair manner; to use any application by which the <https://ipmflow.com/> ; **app.ipmflow.com** website or any part thereof can be modified or indexed.

10.5. The name <https://ipmflow.com/> ; **app.ipmflow.com** is protected by copyright; its use, except for referencing, is possible exclusively with the written consent of the Service Provider.

10.6. The User acknowledges that in the case of use without a license agreement, the Service Provider is entitled to a penalty (liquidated damages). The amount of the penalty is gross 60,000 HUF per image, and gross 20,000 HUF per word. The User acknowledges that this penalty stipulation is not excessive, and browses the site fully aware of this. In the event of copyright infringement, the Service Provider will utilize a notary public’s certification of facts, the cost of which is also shifted to the infringing user.

11. DATA PROTECTION

The website’s privacy policy is available on the following page: [Ipflow.com/adatvedelem](https://ipmflow.com/adatvedelem), [Ipflow.com/privacy](https://ipmflow.com/privacy)

Batyk, May 15, 2025.

12. LIABILITY RULES APPLICABLE TO THE SERVICE PROVIDER AND THE USER

Liability

By accepting these GTC, the User expressly acknowledges that they use the online service at their own risk. The Service Provider excludes its liability for damages resulting from the processing of incorrect or untrue data provided by the user. The User acknowledges that the Service Provider is exclusively liable for damages that are in direct causal relation to the Service Provider's unlawful and culpable conduct.

If the User suffers any damage or disadvantage in connection with the use of the service or its outcome, the Service Provider excludes all liability in this regard.

Only the person uploading it is responsible for the content of information, advertisements, commercials, or other materials placed on the website/app that do not originate from the Service Provider.

Under these GTC, the Service Provider does not guarantee that the service will result in any particular outcome for the User. The Service Provider does not guarantee the effectiveness of the service, thus it is not responsible if the User does not access suitable content during the use of the service, nor is it responsible if the User did not receive the standard and quality they expected during the use of the service.

The service operates on an "as is" and "as available" basis, meaning the Service Provider is not obliged to implement technical and IT developments to meet the User's needs.

Furthermore, the Service Provider excludes its liability:

- for all damages originating from information (descriptions, images) placed by others on the pages of <https://ipmflow.com/> ; **app.ipmflow.com** and in the application, including damages caused to third parties. This provision also applies to advertisements and other materials placed on the website/app.
- regarding information provided by others, transmitted, stored, or made accessible by the information society service provided by an intermediary service provider – provided the conditions defined by law are met.
- for the correctness, truthfulness, or compliance with legislation of the information placed on the website/app, or for any legal injury or damage caused to a third party by content that violates the law;
- for possible damages arising from the use of the system, complete shutdown of operation, or changes;
- for errors or damages attributable to other reasons beyond the Service Provider's control (vis maior/force majeure);
- for any material or moral damage to the User arising from the use of the services.

The Service Provider does not assume any liability regarding calls, offers not originating from it made on the online interface maintained and operated by it, and the contracts concluded based on them, or the failure of any contract to be concluded, furthermore, in connection with the defect or termination of the Services available on the website/app.

In the event of potential infringements related to the Service, the Service Provider cooperates with the authorities within the framework required by law in order to hold the infringing persons accountable and reserves the right to report any infringement committed by the User or a third party to the competent authority. If the Service Provider suffers a fine, penalty, or is ordered to pay any amount under any other legal title due to infringements related to the service, it will assert a claim for full compensation against the infringer, both regarding the amounts paid by the Service Provider and beyond.

The Service Provider does not intervene in legal disputes between the User and a third party or authority; upon the emergence of any dispute, the User, by accepting these GTC, indemnifies the Service Provider from all demands, claims, and damages. (The Service Provider is not obliged to intervene in the legal dispute between the User and a third party or authority, however, a complaint may also be addressed to the Service Provider).

Obligations

The Service Provider guarantees a 95% availability of the online Service on an annual basis. For the purpose

of measuring availability, planned maintenance of a maximum duration of 1 working day shall not be considered downtime, provided that the Service Provider has notified the User on the website in due time, but at least 5 working days prior to the maintenance, regarding its date and expected duration.

Rights

The Service Provider is entitled, but not obliged, to check the content potentially made available or uploaded by the User during the use of the website/app. Furthermore, the Service Provider is not obliged to monitor the information it only transmits, stores, or makes accessible, therefore, regarding the published contents, the Service Provider is entitled, but not obliged, to look for signs indicating illegal activity.

13. SPECIAL RULES APPLICABLE TO THE USER

The User is obliged to provide appropriate computing equipment and suitable Internet access for the use of the online service.

During a potential evaluation of the online service, the User is entitled to publish their formed opinion without violating the rights of others, or communicate it in another way on the website or other web interface. The User may use the information found on the website/app at their own risk.

The User must ensure that no third party uses the service on their behalf; yielding access is not permitted.

Other prohibited activities regarding the User related to the use of the website/app and the Service (content restriction):

- Using the online service to record and/or transmit image/video recordings, location tracking, or any personal data of other people without their permission. (Violation of personal data)
- Unauthorized use of another person's access, or hacking into another person's profile.
- Selling, trading, or transferring any person's access to a third party without the knowledge and prior written approval of that person.
- Sending, uploading, distributing, or offering unlawful, inciting, intimidating, pornographic, racist, defamatory, harassing, threatening, abusive, fraudulent, obscene, or otherwise objectionable content.
- Intentionally spreading viruses, worms, other defects, Trojans, corrupted files, fake news, or other items (information) of a destructive nature.
- Operating and spreading pyramid schemes.
- Uploading or transmitting content otherwise harmful to minors.
- Impersonating another person or adopting another disguise.
- Illegally transmitting the intellectual product or other intellectual property of another person, without the prior written permission of the owner or license holder.
- Using the service for any infringement or in a way that violates the law (such as personality or publicity rights, or others).
- Using the service to violate the business terms of others.
- Advertising or promoting illegal/unlawful activity while using the service.
- Preventing others in any way from using the online service.
- Creating/generating users automatically or through other fraudulent means.
- Selling, reselling, or otherwise using or transmitting the service for unauthorized commercial purposes without the prior permission of the service provider.
- Modifying, adopting, translating, or reverse engineering the service to any extent.
- Removing the copyright notice, trademark, or other indication of ownership displayed on the service.
- Reformatting the service's website, making it unusable, or creating a page identical to the website.

Violation of the above rules may result in the deletion of the user account!

Other liability rules, dispute resolution

The Service Provider assumes no liability for damages – primarily caused by computer viruses – that occur in the User’s computing equipment or other property during login, use of the System, or opening harmful contents. The Service Provider also assumes no liability for the system’s unavailability or slow operation due to the fault of the internet service provider.

The use of the system and the services assumes the User’s knowledge and acceptance of the possibilities, risks, and limitations of the Internet. The User acknowledges that they must assess the potential risks associated with using the services themselves, and they must ensure the secure use of their computer and the protection of the data stored on it.

The Service Provider strives for, but cannot guarantee, the error-free and uninterrupted operation of the website/app, or that access to the service will be continuous or error-free. The User acknowledges that due to the specificities of the Internet, the continuous operation of the service may be interrupted even against the Service Provider’s prior knowledge and intention. While maintaining the annual availability (95%), the Service Provider is entitled to partially or completely suspend the Service for the purpose of system maintenance or for other security considerations without any prior information or notification to the Users.

The Service Provider is only liable for damages caused by its own culpable, unlawful conduct according to the relevant rules of the Civil Code (Ptk.).

If, as a consequence of war, rebellion, act of terrorism, strike, accident, fire, blockade, flood, natural disaster, severe power supply disruption, or other unforeseen and unavoidable obstacle (*vis maior / force majeure*) outside the control of the User or the Service Provider, either of them is unable to fulfill a contractual obligation, that person shall not be liable for any loss or damage resulting from these events. In this case, the procedure must be in accordance with Sections 6:179-180 of the Civil Code (Ptk.).

14. CONFIDENTIALITY

The Parties undertake to treat this Contract, its content, and all information that comes into their possession during the cooperation as strictly confidential and business secrets during the term of this Contract and for 5 years following its termination, and they shall not make them public in any way, nor bring them to the knowledge of third parties, nor use them in any other way.

Batyk, May 15, 2025.

- [Terms and conditions – IPMFlow 2025.06.12.](#)
- [Terms and conditions – IPMFlow 2025.06.16.](#)
- [Terms and conditions – IPMFlow 2025.08.25.](#)
- [Terms and conditions – IPMFlow 2025.02.24.](#)

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