

# GENERAL TERMS AND CONDITIONS (GTC)

## Preamble

If you have any questions regarding these General Terms and Conditions, the use of the “BIMGO Tracker” application, or the use of the service, or if you would like to discuss your individual needs with us, please contact us using the contact details provided below.

## Service Provider (Company) Details

**Name:** BIMGO Group Kft.

**Registered office and mailing address:** H-1194 Budapest, Zalaegerszeg utca 86.

**Tax number:** 32301647-2-43

**Company registration number:** 03 09 102945

**Court of registration:** Company Registry Court of the Metropolitan Court of Budapest

**Customer Service:** [bimgo@bimgo.hu](mailto:bimgo@bimgo.hu)

**Hosting provider:** Microsoft (SQL Server)

**Customer service contact (Hungarian):** +36 80 204 999; +36 (1) 267 4636

## 1) Definitions Used in These GTC

**Parties:** Collectively refers to the Service Provider and the person visiting the website.

**Consumer (Client, Customer):** A natural person acting for purposes outside their trade, business, or profession, who uses the service or is the recipient of commercial communication or offer related to the product.

**Consumer Contract:** A contract in which one party qualifies as a consumer.

**Complaint:** A request aimed at remedying an individual legal or interest-based grievance, which is not subject to other procedures (particularly judicial or administrative). It may also include a suggestion.

**Service:** Any activity carried out for consideration other than the sale of products, real estate, or rights of pecuniary value, intended to satisfy the client's needs by achieving a result, delivering performance.

**Conciliation Body:** An organization established on a permanent basis to resolve consumer disputes through an alternative dispute resolution procedure, registered by an authority defined by law.

**Purchase Price:** The consideration payable for the service.

## 2) Scope and Acceptance of the GTC

The content of the contract concluded between us — in addition to the mandatory provisions of the applicable legislation — is governed by these General Terms and Conditions (hereinafter: GTC).

Accordingly, this GTC includes the rights and obligations of both you and us, the conditions of contract formation, performance deadlines, payment terms, and liability rules.

## Language and Form of the Contract

- The language of the contract falling under this GTC is Hungarian.
- Contracts under this GTC do **not** qualify as written contracts and are not archived by the Service Provider.
- Hungarian law applies to the Contract.
- Only natural persons over the age of 18 may be contracting parties.

### 3) General Terms and Conditions of Use

#### Overview of the Service

The Service Provider operates an online software platform that, when installed beneath the design software used by a given designer, records user activities. These activities are stored in a database by the Service Provider, who then supports the designer (or design team) with filters and reports based on this data.

The Service is available to registered, paying Users partly under a subscription model and partly for free. The selection and operation of the free and paid components of the service are exclusively determined by the Service Provider based on perceived market interests and advantages.

The **BIMGO Tracker** platform was developed by the Service Provider to centralize the necessary data for designers in order to support more efficient and manageable work. Since the system processes factual data, it provides a solid basis for any necessary efficiency-enhancing measures.

The Service (hereinafter referred to as the "Service") is accessible to users who are contractually connected to the Service Provider (hereinafter referred to as "Clients", "Buyers", or "Users"). The basis for contract formation is registration and acceptance of this GTC.

By registering, the User explicitly agrees to this GTC, which aims to provide a platform and background for accessing services and fulfilling other legal obligations (e.g., complaint handling, invoicing).

The blog content available on the <https://bimgo.hu> website is accessible to all Users (Buyers) without registration. However, the use of the BIMGO Tracker application requires registration: data submission is essential and is a prerequisite for contract formation.

The data requested and used in the course of the service include:

User Name, Revit Version, Command Id, Command Name, Ribbon Tab, Ribbon Panel, Document Name, Document Type, Active View Name, Active View Type, Transaction Name, Operation, Added Element Ids, Modified Element Ids, Deleted Element Ids, Modified Count, Time Stamp, Added Count, Deleted Count, and the email address and phone number, which are necessary for issuing invoices related to service fees and for maintaining contact.

The data is used in two ways:

1. Each user can view information specific to their own activity, which can be used for self-improvement.
2. Aggregated (anonymous) data, reports, and statistics can be provided to users on how others use specific functions or activities.

Further details on data processing are provided in the **Privacy Notice** issued by the Service Provider.

### 4) Formation of Contract and Service Availability

The contract is formed when the User completes and submits the registration form on the <https://www.bimgo.hu/> website and simultaneously accepts the Privacy Notice and this GTC. "Acceptance" is done by ticking checkboxes on the website, which are recorded and stored by the system. Both checkboxes are mandatory for valid registration and contract formation.

By accepting these Terms and Conditions, you declare and warrant the following:

- You are at least 18 years old at the time of registration.
- You acknowledge that by successfully submitting your registration, you are being entered into the Service Provider's service database. Further details on data processing are provided in our Privacy Notice.

The Service Provider reserves the right to modify these Terms and Conditions at any time.

If changes are made, the updated GTC will be immediately published on the GTC section of the website.

The updated GTC becomes effective from 00:00 hours on the day following publication.

The new GTC applies to all registrations made after it comes into effect. It does **not** affect already registered Users who have received confirmation from the Service Provider and have paid the applicable service fee.

If a User cancels their subscription (e.g., by failing to pay the current fee, thereby losing entitlement to the Service), they may resume the service later, but under the then-current GTC.

## 5) Registration and Payment

Upon registration and payment of the service fee, the Service Provider is notified of the User's intent to enter into a contract. The Service Provider confirms this intent via email without delay, but no later than within 48 hours — thereby concluding the contract under the terms of this GTC.

If the Service Provider fails to confirm in time, the User is released from the offer and any obligations to enter into the contract. In this case, a new registration and confirmation within 48 hours are required to conclude the contract.

**Payment of the service** fee is not a mandatory condition for using the Service. The Service Provider may, at any time and at its own discretion, grant Users a free trial period.

Users may choose to only use the free features of the service and **not subscribe** to the premium package. This decision can be changed at any time by purchasing a subscription.

**The current service fees are displayed on the website.**

The first monthly fee must be paid **in advance** during registration. As part of the subscription process, the system redirects the User to an online payment provider.

The Service Provider's online payment partners are **Stripe** and **PayPal**.

All subsequent monthly fees after the first are considered paid once the payment provider notifies the Service Provider.

The Service Provider does not receive detailed payment information, such as account or card details — only confirmation of the successful transaction.

Monthly fees are due on the same day each month as the initial payment.

Example: if the service begins on January 16, subsequent payments will be due on the 16th of each following month.

The Service Provider issues an invoice for each received payment and sends it via email to the address provided by the User. This process is automatic.

If the provided email is incorrect (e.g., due to a typo), and the User does not receive the invoice within three days, they must notify the Service Provider. The invoice will be resent to the corrected address. Any issues arising from the delayed receipt of the invoice are the sole responsibility of the User.

## **In Case of Late or Missed Payments**

- If the User fails to pay the current fee for 4 calendar days or more, the Service Provider sends a written notice (via email).
- If the fee is still unpaid after 8 days, access to the service is revoked.

The registration is not deleted — the User may resume using the service by paying the overdue fee.

Future payments remain due on their original due dates, regardless of when any overdue payments are received.

## **Exemption from Payment Obligation**

At its own discretion, the Service Provider may offer a free trial period at the start of the Service. This will be clearly stated on the website as long as the offer remains available. The trial period lasts 8 days and can only be used once per User. The Service Provider may decide to offer this trial period continuously as an introductory offer for all new Users.

## **Price Changes and Incorrect Pricing**

The Service Provider reserves the right to change service fees without prior notice.

The Service Provider is not liable for prices that are clearly incorrect due to technical error or despite due diligence, including:

- A price of 0 HUF (free),
- A discounted price where the discount is incorrectly shown,
- Prices that are clearly not in line with market value and are not intended to be promotional offers.

The verified market price is considered the price displayed on the website in the past 30 days for the given service package.

If a service is shown at an incorrect price, the Service Provider will offer the option to purchase at the correct price.

The Buyer may then choose to continue with the purchase or cancel the order without any legal consequence.

If a contract is concluded at an incorrect price, the Service Provider may terminate or contest it if an agreement on the correct price cannot be reached.

## **Additional Rules and User Responsibilities**

The Service Provider reserves the right to supervise all communication recorded on the website and to remove any information for reasons defined in this GTC.

The Service Provider reserves the right to **reject contract offers** from new Users and to **delete existing registrations**.

Registered Users are responsible for the **accuracy of all information** they provide. Providing **false or unlawful data** results in the **immediate termination** of this Agreement and **exclusion** of the user, including deletion of the registration.

**This Agreement, established via this GTC, qualifies as an electronically concluded contract, governed by:**

- Act V of 2013 on the Civil Code of Hungary,
- Act CVIII of 2001 on certain issues of electronic commerce services and information society services.
- 

The contract may also fall under **Government Decree 45/2014 (II.26.)** on detailed rules for contracts between consumers and businesses, provided the User qualifies as a consumer.

In such cases, the Service Provider complies with the **Directive 2011/83/EU** of the European Parliament and Council on consumer rights.

#### For Foreign Customers

- The Service Provider does **not discriminate** between customers based on whether they are located in Hungary or in another EU member state.
- This GTC applies to purchases made **outside of Hungary** as well, in line with **Regulation (EU) 2018/302**.
- The **language** of communication and the contract is **Hungarian**. The Service Provider is **not obliged** to communicate in the customer's national language.
- The Service Provider is not obliged to comply with contract-related requirements set by the customer's national legislation.
- The customer may enforce their rights under this GTC.
- Payments are made in the **currency determined by the Service Provider**.

#### 6) Personal Data Related to Website and Application Use

The personal data you (as User) provide during registration will be processed by the Service Provider:

- for as long as you use the service, and
- for five years after service termination (i.e., completion of the contract),
- or for eight years, if required by accounting regulations.

#### Legal Basis of Data Processing:

- Upon submission of the registration, the **legal basis** for data processing is your **consent** (pursuant to Article 6(1)(a) of the GDPR).
- Throughout the use of the service, the legal basis becomes the **performance of this contract** (under Article 6(1)(b) of the GDPR).
- Maintaining communication by email and phone between the parties is essential for fulfilling the contract.

The Service Provider publishes a **Privacy Notice** on the website regarding its data processing practices. All Users (or those interested in the service) are requested to carefully read this document **before registration**.

#### Personal Data Processed by the Service Provider:

- First and last name
- Billing data
- Contact data (email)

## 7) General Conditions for Registration and Use of the Service

- The User must confirm they have read and accepted both the GTC and Privacy Notice (by checking the boxes on the website).
- The Service Provider confirms the contract via email to the address provided by the User.
- The User may not copy any part of the website's content for purposes other than those allowed by the GTC. Downloading the GTC is allowed.
- User rights may not be transferred, assigned, or shared with any third party.
- No other person may be authorized to use the service on the User's behalf.
- Users may not upload content that contains viruses or is subject to copyright protection.
- Users may not use any device, software, or program to interfere with the proper operation of the website or application.
- In the free-text section of the website's registration form, the following are prohibited:
  - Offensive content
  - Promotion of racial prejudice or such ideologies
  - Advertising of other websites or the User's own services
  - Sharing of personal or sensitive data (own or others')
  - Targeted or offensive communication towards other Users
- Users are forbidden to create **multiple accounts** for the purpose of deceiving the Service Provider.
- If any of the above rules are violated, the Service Provider reserves the right to:
  - restrict access to the service,
  - exclude the User (partially or fully, temporarily or permanently),
  - do so without compensation or refunds,
  - and initiate legal action where applicable.

## 8) Liability and Potential Violations During Use

The Service Provider strives for continuous and error-free operation of the Service, but **disclaims liability** for any consequences resulting from improper or malfunctioning operation **due to causes beyond its control**.

This includes:

- interruptions in the service,
- computer failures associated with its use, and
- security breaches caused by third parties affecting information systems.

---

## 9) Termination of the Agreement, Right of Withdrawal

- Users acknowledge that if they violate any of the terms of this GTC (see sections 1–8), their registration may be deleted, and the valid agreement terminated.  
The Service Provider excludes liability for any damage caused by termination of the agreement due to the User's violation of the GTC or the law.

- The User has the right to terminate the contract even after starting to use the Service. However, no refund will be provided in this case.
- The Service Provider **may not unilaterally terminate** an ongoing Service — **except** in the event of intentional breach by the User (primarily, but not exclusively, as outlined in section 7). In such cases, the Service Provider is entitled to retain **the full amount of the service fee paid** by the User.

#### **Right of Withdrawal (for Consumers)**

- If the User qualifies as a **consumer** (a natural person), they have a **right to withdraw** from the contract.
- To exercise this right, the consumer must send a **clear declaration** (by post or electronically) to the Service Provider via the contact details in section 1 of this GTC.
- The consumer may also use the **withdrawal form template** included in the annex to this GTC.
- The consumer's withdrawal is considered timely if they send the declaration **within 14 calendar days**.
- The **burden of proof** lies with the consumer to demonstrate that they exercised the right of withdrawal properly and within the deadline.
- In both cases, the Service Provider will **confirm receipt of the withdrawal declaration via email** without delay.

#### **10) Complaint Handling**

Users may submit any complaints regarding the service using the contact details specified in this GTC. Complaint handling is always free of charge.

- **Verbal Complaints**

Verbal complaints (e.g., via telephone) are investigated immediately by the Service Provider and resolved on the spot if possible.

If the User disagrees with the handling or immediate resolution is not feasible, the Service Provider:

- prepares a **written record** of the complaint,
- confirms the content with the complainant,
- and provides a **copy** of the record to the complainant.

The Service Provider reviews the complaint and responds within 30 days of submission with a reasoned decision.

The written record must include:

- complainant's name,
- address or mailing address,
- time and method of the complaint,
- detailed description of the complaint.

#### **Written Complaints**

Written complaints are examined by the Service Provider upon receipt, and a written response is provided to the User **within 30 days** via email.

Responses include:

- the result of the investigation,
- any remedial actions taken, or
- in case of rejection, a clear justification in plain language avoiding legal jargon.

- The Service Provider handles the data related to complaints in compliance with the Hungarian Act CXII of 2011 on informational self-determination and freedom of information.
- All written complaints (including records of complaints made in person) and responses are archived for three years. After this period, documents are destroyed.
- Personal data recorded in the complaint system is used solely for handling and evaluating complaints.

## Conciliation Board Proceedings

If a complaint is **partially or fully rejected**, or the 30-day deadline passes without resolution, or the User wishes to pursue a **consumer dispute**, they may contact the competent **district government office**.

For detailed information, visit: <https://kormanyhivatalok.hu/kormanyhivatalok/budapest/megye/panasz-munkacsoport>

---

## Conciliation Board Options for Consumers

Consumers may contact the conciliation board in their region of residence.

A full list of these boards, with addresses and contact details, is provided in the annex of the Hungarian version of this GTC.

### Function of the Conciliation Board:

- Resolve consumer disputes out of court,
- Attempt to reach an amicable settlement between parties,
- If unsuccessful, issue a decision to ensure simple, fast, effective, and low-cost enforcement of consumer rights.

Upon request, the board provides advice on consumer rights and obligations.

### Outcome of Conciliation Proceedings

If no settlement is reached, the panel may:

a) issue a binding decision if:

- the claim is well-founded and
- the business either acknowledged the panel's competence in writing or by conduct,

b) issue a recommendation if:

- the business has not accepted the panel's authority.

## EU Online Dispute Resolution Platform

Consumers may also submit complaints via the **European Commission's online dispute resolution platform**: <http://ec.europa.eu/odr>

This requires a simple registration on the EU system.

## Service Provider's Obligation to Cooperate

In any conciliation board procedure, the Service Provider must:

- respond within the statutory deadline,
- and ensure a representative authorized to reach a settlement **participates**, at least online.

## If No Resolution Is Reached

If no agreement is reached through the conciliation board, the consumer may initiate a court proceeding.

- A lawsuit must be filed via a statement of claim, which must include:
  - the court of jurisdiction,
  - names, addresses, and status of the parties,
  - the right being enforced, supporting facts and evidence,
  - any data establishing court competence,
  - a clear legal request.

A copy of the document being relied upon as evidence must be attached.

## 11) Other Provisions and Copyright Information

- The Service Provider's failure to act immediately in response to a contract breach does not constitute a waiver of rights or approval of the violation.
- This document contains the entire agreement between the Parties.
- If any competent authority finds any provision of this Agreement to be invalid or unenforceable (in whole or in part), the remaining parts remain fully effective.

## Liability

- The Service Provider disclaims any liability for damages caused by Users to third parties through their activities using the service.
- The Service Provider is not liable for operational disruptions due to factors outside its control, but will take all reasonable steps to resolve such issues promptly.
- The Service Provider excludes liability for service disruptions or interruptions caused by its contracted service providers or hosting providers.

In such cases, damages may be claimed only against the respective third-party provider.

## However, the Service Provider will:

- promptly inform Users of the reason for the disruption,
- the estimated resolution time, and
- will request immediate resolution from the contracted provider.

## Intellectual Property Rights

The website in its entirety — including graphics, content, technical solutions, and all elements of the Service — is protected by copyright or other intellectual property rights.

The Service Provider holds full rights to all content published on the website or made available through the services, including:

- all graphic elements,
- layouts and design,
- software solutions,
- implementations.

No part of the website or its content grants Users (Customers) any right to use or exploit any trademark or commercial name featured on the site.

## Data Protection Remarks and Complaints

If you have concerns or complaints regarding data processing, you may contact the:

**Hungarian National Authority for Data Protection and Freedom of Information (NAIH)**

Address: 1055 Budapest, Falk Miksa u. 9–11.

Email: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

**Right to Modify Service Content**

- The Service Provider reserves the right to **modify or discontinue any part** of the service content at any time without prior notice.  
This includes changes to:
  - appearance,
  - content,
  - operation,
  - as well as placing advertisements or other third-party content.

**Legal Framework and Jurisdiction**

- The operation of the service is governed by Hungarian law, specifically Act CVIII of 2001 on electronic commerce.
- Problems related to the Service may be reported to the Service Provider's customer service.
- For all matters not regulated in this GTC, the Hungarian Civil Code (Act V of 2013) applies as the primary source of law.

Budapest, 25. November 2025.

.....

**Annex: Template Withdrawal Statement**

*(Only fill out and send this form if you wish to withdraw from the contract)*

**To:**

[Service Provider contact details]

I, the undersigned, hereby declare that I am exercising my **right of withdrawal/termination** from the contract for the following service:

- **Date of order / receipt:**
- **Name of consumer(s):**
- **Address of consumer(s):**
- **Signature of consumer(s):** *(only if the form is submitted in paper format)*
- **Date:**