memoQ E-commerce Business Terms

for Customers visiting e-commerce pages under memoq.com

1. The e-commerce pages under the memoq.com website are owned and operated by
    memoQ Translation Technologies Ltd.
    registered seat and mailing address: Mester u. 12. I. em. 1., Budapest, 1095 Hungary
    registry court: Fővárosi Törvényszék Cégbírósága
    registry number: 01-10-140071
    Tax number: 25429356-2-42
    EU VAT ID: HU25429356
    contact point: sales@memoq.com
    website address: https://www.memoq.com
    ("memoQ Ltd.")

2. Availability of these Business Terms: The most current Business Terms are always
    published on the memoq.com website (https://www.memoq.com/en/legal/ecommerce-business-terms), in a form that can at all times be retrieved, printed, and copied.

3. These Business Terms apply to all internet users ("Customer") who initiate purchases on
    any e-commerce page under the memoq.com website domain ("E-commerce pages")
    from any device and from any software. The terms only apply to pages where the
    Customer can start, continue, or complete a purchase. To all other web pages under
    memoq.com, the more general Terms of Use shall apply
    (https://www.memoq.com/en/legal/terms-of-use).

4. Through the E-commerce pages, memoQ Ltd. sells its own products and services only.
    memoQ Ltd. is not involved in any form of retail activity. On the E-commerce pages,
    memoQ Ltd. does not sell physical products, only software licenses, service
    subscriptions, and conference registrations (at certain times of the year).

5. Customer acknowledges that they make all purchases completed on the E-commerce
    pages as part of or in relation to their trade, business, craft, or profession. Customer
    may not make purchases as a consumer. Directive 011/83/EU and the national
    consumer protection laws will not apply to purchases made on the E-commerce pages.

6. Customer may purchase the following types of products and services on the E-commerce pages:

    a. Standalone software for individual translators or project managers (at the time of
        writing, these products are memoQ translator pro and memoQ project manager)

    b. Support and maintenance service subscriptions for products that Customer already
        has

    c. Individual product and service packages prepared by a sales representative of
        memoQ Ltd.

    d. Translator license rentals up to 5 licenses and for 30 calendar days

    e. Cloud server subscriptions

7. Customer must register a memoQ account before completing the purchase. Customer may initiate the purchase without registering and logging in, but the E-commerce pages will require Customer to register or log in before making the payment for the purchase.

8. Individual offers and upgrade/support packages are available only after Customer logs in to the my.memoq.com website using their memoQ account.

9. memoQ Ltd. accepts payments by credit cards through Stripe, WireCard, Paypal (on some pages only) and by wire transfer. If Customer chooses wire transfer, memoQ Ltd. will send an e-mail with the wire transfer details. In this case, the payment is completed when the purchase price arrives at memoQ Ltd.'s bank account. Once the payment is completed, memoQ Ltd. will send a purchase invoice to the Customer.

10. Acceptable shipping delay: When Customer purchases a product or service on the E-commerce pages, memoQ Ltd.'s systems may need to activate the service or generate an access code for the product. memoQ Ltd. guarantees that the purchased service or product becomes available in

    a. 48 hours from the completion of payment if the payment is made by card or through PayPal, or

    b. 5 (five) working days from the completion of payment if the payment is made by wire transfer.

    c. If there is a malfunction in the payment provider or in the interface between the payment provider and memoQ Ltd.'s systems, the delay may exceed the above durations. If this happens, Customer is encouraged to report the issue to memoQ Ltd. memoQ Ltd. will begin repairs within 24 hours from detecting or learning about the issue.

11. Completion of payment means the following:

    a. In case of credit card or PayPal payments, the day and time when the payment provider reports to the E-commerce pages that the payment is complete;

    b. In case of wire transfers, the day when the payment arrives at the bank account of memoQ Ltd., as reported by the receiving bank.

12. memoQ Ltd. reserves the right to modify the list of products, services and prices in the E-commerce pages at any time, without prior notice. Customer acknowledges and accepts that the offering – the list of products, services, and prices – available on the E-commerce pages may not be available the next time Customer visits any of the E-commerce pages.

13. memoQ Ltd. does not guarantee the contents of Customer's cart. (Some of the E-commerce pages do not even use a cart.) If a purchase is interrupted, Customer will need to start it over.

14. memoQ Ltd. does not receive, store or otherwise process credit card numbers or PayPal credentials.

15. VAT and VAT numbers: Prices on the E-commerce pages do not include value added tax (VAT), except for registrations for events that take place in Hungary.

    a. Hungarian event registrations always include 21.6% of VAT by law (based on the Hungarian VAT rate of 27%), which cannot be refunded even if the Customer has a

valid EU VAT number. Customer may be able to reclaim or deduct this VAT amount with their national tax authority.

b. Customers in Europe who do *not* have a *valid* EU VAT number must pay VAT at the rate of their country, which the E-commerce pages calculate and add automatically. If Customer has an EU VAT number, they must enter it with the billing details. The E-commerce pages operate an automatic mechanism to check the validity of the EU VAT number. The automatic mechanism builds on VIES (http://ec.europa.eu/taxation_customs/vies/?locale=en). If there is a malfunction in the service, Customer may be charged VAT in error. In such cases, memoQ Ltd. will refund the excess VAT as soon as possible, but Customer is asked to indicate this at sales@memoq.com.

c. Customers outside Europe do not normally have to pay VAT. However, this is subject to international treaties to avoid double taxation. Such treaties may exist between Customer's country and Hungary or the EU. Customer may still be charged VAT if there is no taxation treaty with Customer's country, or the treaty does not apply to VAT.

16. When Customer registers with the memoq.com or my.memoq.com website, memoQ Ltd. will ask for the billing address and contact details of Customer. Some of these details may be personal data. memoQ Ltd. will process these data according to its Privacy Policy (https://www.memoq.com/en/privacy-policy), in compliance with domestic data protection laws and Regulation 2016/679/EU (GDPR).

17. By making a purchase on any of the E-commerce pages, Customer agrees to

a. the memoQ End-User License Agreement in case of purchasing a software product: https://www.memoq.com/en/legal/software-end-user-license-agreement

b. the memoQ General Terms of Service in case of purchasing a service or purchasing a software package that includes support and upgrades: https://www.memoq.com/en/legal/terms-of-service

c. the memoQ Privacy Policy in case of specifying personal details: https://www.memoq.com/en/privacy-policy

18. Using discount coupons: memoQ Ltd. may offer discount coupons to specific products, to specific groups of users, to be used at specific times (validity period), granting an advertised discount rate from the list price of the product or service advertised.

a. Customer accepts that they may not use a discount coupon

b. before the first day of its validity period or after the last day of the validity period. Validity times are calculated according to the time zone of Customer's location.

c. In addition, Customer may not use a discount coupon to purchase different products than advertised or a discount coupon targeted at a user group Customer does not belong to.

d. In the event a discount coupon is advertised in multiple places on different occasions with different discount rates, the highest discount rate shall apply.

19. Refunds: Since the memoQ products and related services cannot be used for consumer purposes, the regular refund clauses in consumer protection law do not apply. However,

Customer may request a refund within 8 calendar days from the day of purchase, with the following conditions:

a. Customer sends a written request, specifying the reason for the refund.

b. Customer must also prove that they have not started using the license or the service purchased.

c. Before the purchase price is refunded, memoQ Ltd. may make a counteroffer of the same or higher value.

20. The refund policy outlined in point 18 does not apply to complaints or disputes about the value of the licenses or services. If there is a dispute about the services or the licenses or their value, Customer and memoQ Ltd. must reach a separate agreement about any potential remedies (see also point 22).

21. Payments must not be held back after receiving licenses or services: Customer may *not* instruct the payment provider to hold back the payment after Customer activates a newly purchased license or begins to use a newly purchased service (for example, by sending a support request), even if the payment provider allows them to do so.

22. To all pages of the memoq.com website that fall outside the E-commerce pages, as well as issues not covered in this document, the Website Terms of Use apply: https://www.memoq.com/en/legal/terms-of-use

23. These Business Terms are governed by Hungarian law. Issues not covered in this document or in the E-commerce Terms shall be governed by the Hungarian Civil Code. The governing language of these terms is English.

24. In case of disputes, both Customer and memoQ Ltd. must make every effort to settle the differences amicably before turning to authorities or courts of law. If the process requires a legal procedure, the competent Hungarian civil courts shall have jurisdiction.