Arbvie - General Terms and Conditions

1. Introduction and Scope

These General Terms and Conditions (hereinafter: "GTC") contain the rights and obligations related to the use of the Arbive mobile and web application (hereinafter: "Service"). Arbive is a digital service available in free and subscription packages, with payments processed through the Stripe system via credit card transactions.

To use the Service, the user must register, providing an email address, password, and name. In case of subscription, the user may optionally provide billing information, particularly: address or, in case of a business, the company name and tax number.

Please read these GTC carefully, as by using the Arbive application, the User accepts its full content.

Contract Formation

The contract is formed digitally between the User and the operator of Arbive upon registration in the Arbive application, or - in case of selecting a subscription package - upon ordering the subscription and the successful completion of the payment transaction. After payment, the User gains access to the subscribed features and service content.

Territorial Scope and Jurisdiction

The Arbive application primarily operates and is available within the territory of the European Union. The Service is governed by Hungarian law, with particular regard to EU and Hungarian consumer protection, electronic commerce, and data protection (GDPR) regulations.

Billing and Taxation

In case of businesses, the User may provide a tax number, the authenticity of which the operator is entitled to verify. If the User is a business with a valid EU tax number, the settlement may be made according to B2B reverse charge rules.

2. Definitions

For the interpretation of these GTC, the following terms have the following meanings:

Subscriber:

The natural or legal person who uses the Arbive Service and initiates or maintains a subscription in the application. A subscription may only be initiated by a natural person who is authorized to act in their own name or on behalf of a legal person (business).

Company / Business:

A business unit created in the Arbive system, to which the Subscriber - if registered as a business - receives access rights, and to which billing information may belong (e.g., company name, registered office, tax number).

User:

Any natural person who gains access to the Arbive application through registration and uses the app's functions. A Subscriber may invite multiple Users to their account, if the package allows it.

Employee / Invited User:

The User who is hired by the Subscriber or a user with admin rights designated by the Subscriber as an employee or colleague in the Arbive system, and who receives access to the functions belonging to the Company.

Service Provider:

The operator of the Arbive application and the provider of the digital service.

The business that develops and operates the Arbive platform (hereinafter: "Service Provider"). The person (individual entrepreneur registered in Hungary) who operates the application platform and provides the service: Müller György Gergely E.V. (Hungary, 1034 Budapest Eső utca 3, Tax Number: 56995679-1-41, muller.gyorgy.gergely@gmail.com)

Order:

The transaction that relates to ordering, modifying, renewing, or canceling the subscription. Payments are processed through the secure Stripe system.

Service Packages / Subscription Packages:

The totality of different access levels and functions offered by Arbive.

The currently available packages and their prices are available on the Arbive website or within the application. Older subscribers can view the details of the package they previously purchased in the Subscription menu item within the application.

The Service Provider reserves the right to modify the pricing and content of service packages. In case of existing subscribers, the Service Provider is obliged to provide advance notice of such modifications, providing the opportunity to change packages or cancel the subscription.

3. Payment Terms

3.1. Subscription Fees

The fee for Arbive subscription is the amount specified in the subscription package selected by the User, which applies as a net price for the prepaid period.

3.2. Payment Methods

Payments are processed through the Stripe secure payment system via credit card transactions. The User accepts Stripe's terms and conditions by using this payment method.

3.3. Billing

For businesses, the User may provide a tax number. If the User is a business with a valid EU tax number, the settlement may be made according to B2B reverse charge rules.

4. User Rights and Obligations

4.1. Registration

To use the Service, the User must register by providing:

- Email address
- Password
- Name

4.2. Account Security

The User is responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account.

4.3. Acceptable Use

The User agrees to use the Service only for lawful purposes and in accordance with these GTC. The User must not:

- Violate any applicable laws or regulations
- Infringe upon the rights of others
- Transmit any harmful or malicious code
- Attempt to gain unauthorized access to the Service

5. Subscription Management

5.1. Subscription Activation

A subscription becomes active upon successful payment processing through Stripe.

5.2. Subscription Renewal

Subscriptions automatically renew at the end of each billing period unless canceled by the User.

5.3. Subscription Cancellation

Users may cancel their subscription at any time. Cancellation will take effect at the end of the current billing period.

5.4. Refunds

Refund policies are governed by applicable consumer protection laws and the terms specified at the time of purchase.

6. Service Availability

The Service Provider strives to ensure continuous availability of the Service but does not guarantee uninterrupted access. The Service may be temporarily unavailable due to maintenance, updates, or unforeseen circumstances.

7. Intellectual Property

7.1. Service Provider's Rights

All intellectual property rights in the Arbive application, including but not limited to software, design, content, and trademarks, belong to the Service Provider.

7.2. User Restrictions

The User may not:

- Copy, modify, or create derivative works from the Service
- Reverse engineer, decompile, or disassemble the Service
- Remove or alter any proprietary notices or labels
- Use the Service to develop competing services
- Make the Service or any part thereof available to third parties without the Service Provider's prior written consent

Any act that infringes or endangers the Service Provider's intellectual property constitutes a violation and may result in legal action.

8. Limitation of Liability

8.1. Service Availability

The Service Provider is not liable for any damages resulting from temporary unavailability of the Service, except in cases of gross negligence or willful misconduct.

8.2. User Content

The User is solely responsible for any content they create, upload, or share through the Service. The Service Provider is not liable for any loss or damage to User content.

8.3. Third-Party Services

The Service may integrate with third-party services. The Service Provider is not liable for the availability, functionality, or content of such third-party services.

9. Data Protection

9.1. Legal Compliance

The Service Provider processes personal data in accordance with applicable data protection laws, including particularly Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), as well as relevant national legislation. The lawful, secure, and transparent handling of Users' data is of particular importance to the Service Provider.

9.2. Purpose of Data Processing

Personal data provided by the User during registration, subscription, and use of the Service is used by the Service Provider exclusively for the following purposes:

- providing the service and operating Arbive,
- managing User accounts and permissions,
- fulfilling billing and legal obligations,
- maintaining contact and sending system messages,
- maintaining security and preventing abuse.

The User is fully responsible for the accuracy and currency of the data they provide.

9.3. Data Processing Notice

The Service Provider's detailed data processing rules and practices are contained in the separately published Data Processing Notice, which is available on the Service Provider's website and/or within the application. The User is obliged to familiarize themselves with the data processing notice and accept its provisions before using the service.

10. Force Majeure and Dispute Resolution

10.1. Force Majeure Circumstances

Neither party is liable for damages, breach of contract, or delay in performance that arise due to unavoidable and unforeseeable events beyond the reasonable control of the parties (force majeure).

Force majeure includes particularly, but not exclusively:

- natural disasters,
- war or armed conflict,
- governmental or regulatory measures,
- strikes, social unrest,
- significant transportation or supply disruptions,
- widespread technical failure or infrastructure outage.

In case of such events, the parties are released from liability for fulfilling their contractual obligations for the duration of the obstacle.

10.2. Primary Resolution Through Peaceful Means

The parties are obliged to primarily attempt to resolve any disputed matters peacefully, through negotiation. Both parties have a cooperation obligation to facilitate a quick and cost-effective solution.

10.3. Jurisdiction for Disputes

If the parties cannot reach an agreement through negotiation, the exclusive jurisdiction for resolving legal disputes is the court of competent jurisdiction in Budapest III. district, 1034 Budapest, Hungary.

This provision applies regardless of the international nature of the service.

11. Other Provisions

11.1. Modification of GTC

The Service Provider reserves the right to unilaterally modify these GTC if:

- changes in legislation,
- technical development or modification,
- circumstances affecting the operation of the service

make it necessary.

Modifications to the GTC may not be retroactive and apply only to future use.

11.2. User Notification of Modifications

The Service Provider will notify Users before modifications take effect (e.g., via email, in-app notification, or website notice). Continued use of the service by the User constitutes acceptance of the modified terms.

11.3. Contract Effectiveness

The contract formed under these GTC between the Service Provider and the User is created and takes effect when:

1. the User orders a corporate subscription, and
2. payment of the fee for the first subscription period is completed.
3. Or the User registers in the Arbive application.

Final Provisions

Compliance with these General Terms and Conditions is a fundamental requirement for the lawful and uninterrupted operation of the service. The User is obliged to carefully familiarize themselves with the terms and, by using the Service, undertakes to fully comply with the provisions of the GTC.

Effective date: 2026. 01.01.