

General Terms and Conditions

Introduction

The Terms of Use of Theworkapp.eu (hereinafter: "Terms") include the rules and conditions for using the services available on the website/app operated by IT & Design Services Ltd. (66 Pannónia Street, Ground Floor 1, 1133 Budapest, Hungary) (hereinafter: "Service Provider") at the following addresses: <https://theworkapp.eu>, <https://theworkapp.co.uk>, <https://theworkapp.ie>, <https://theworkapp.hu> (together referred to as: Theworkapp.eu).

These General Terms and Conditions apply to all legal relationships established through the Service Provider's website / mobile application (<https://theworkapp.eu>, <https://theworkapp.co.uk>, <https://theworkapp.ie>, <https://theworkapp.hu>) and its subdomains. These Terms and Conditions are always available and downloadable on a durable medium from the following websites: https://theworkapp.eu/assets/twa_term_2023.pdf and https://theworkapp.eu/assets/twa_term_2023_hu.pdf

The contract created under this document is not stored in a registry, is concluded only in electronic form, does not qualify as a written contract, is written in English, and does not refer to any code of conduct.

Service Provider Details

The name of the service provider: IT & Design Services Ltd.

Registered office (also the place for handling complaints): 66 Pannónia Street, Ground Floor 1, 1133 Budapest, Hungary

Contact email: info@theworkapp.eu

Company registration number: 01-09-345882

Tax number: HU27034121

Language of the contract: English

Hosting provider: IT & Design Services Ltd. on its own servers

Scope and Principles:

1. For any matters not regulated in these Terms, and for the interpretation of these Terms, Hungarian law shall apply, in particular the provisions of Act V of 2013 on the Civil Code ("Ptk."), Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society ("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 apply to both parties without any specific agreement.
2. These Terms are effective from 8 July 2020 and remain in force until revoked. The Service Provider has the right to unilaterally amend the Terms (possible reasons for amendment include changes in legislation, business interests, or company-related changes). In case of such amendments, the User has the right to withdraw from or terminate the contract. Amendments do not affect contracts concluded before the amendment — they are not retroactive.

3. The Service Provider reserves all rights concerning the website / mobile application, any of its parts, the content appearing on it, and its distribution. It is forbidden to download, electronically store, process, or sell any content or parts of the content appearing on the website without the written permission of the Service Provider.

General Provisions

1. By starting to use the Service, an online contract is created between the User and the Service Provider under the conditions set out in these Terms.
2. The Service Provider reserves the right to modify or discontinue any content element of the website / mobile application at any time without prior notice, including changes to its appearance, content, or functionality.
3. The Service Provider also reserves the right to modify the content of the website / mobile application or to terminate its availability at any time, in accordance with the provisions of these Terms and Conditions.

Liabilities

1. The Service Provider guarantees an annual availability rate of 99.5% for its web-based services (mobile application and website). The Parties exclude the Service Provider's liability for any outages or other irregularities beyond this margin of error. This obligation does not apply to access and operational tasks provided by third-party service providers.
2. The Service Provider is not liable if the application it provides is affected by an external attack (e.g., hacker attack), resulting in data loss or service interruption. In such cases, the Service Provider will repair the damage caused to the information system and restore the service as soon as possible.
3. The Service Provider is not responsible for operational failures or access errors not attributable to its own actions or resulting from third-party service providers.
4. The Service Provider is not liable for system inaccessibility or slow performance due to the internet service provider's error.
5. The Service Provider excludes all liability for any conduct (especially damage) resulting from the improper, unlawful, or Terms-violating use of the mobile application or service, as well as for any financial gains expected but not realized by the User, or for any financial losses.
6. The Service Provider is also not liable for any damage or loss arising from the loss of personal or confidential information, the partial or complete inoperability of hardware or software, personal injury, or the failure to fulfill any obligation (including obligations resulting from negligence, good faith, or reasonable conduct).
7. It is the User's responsibility to ensure Internet access and the devices (hardware and software, including their proper configuration) required to use the service.

Service Fees

The service is free of charge.

Conclusion of the Contract

After requesting the trial version, a legal entity User may subscribe to the service through a separate contract. The service becomes available within one week after the contract is signed.

Confidentiality

1. The Service Provider undertakes to protect and preserve all data, confidential data, information, and documents that come to its knowledge during the performance of the service, treating them as business secrets and making every effort to ensure their proper protection.
2. The Service Provider and the User may only use confidential data and information for the purpose of fulfilling the service. Any data or information that comes to their knowledge may only be disclosed to the public with the prior written consent of the other party, unless disclosure is required by law.
3. The Service Provider agrees that all data and information provided to it under these Terms shall be considered business secrets, must be treated as confidential, and must not be disclosed to third parties or used for any purpose other than those specified in these Terms.
4. The confidentiality obligation described above shall remain in effect for an unlimited period, both during the term of the service and after its termination, regardless of the reason.
5. The User bears full responsibility for any use of the service that occurs through access using their password. The User is fully responsible for keeping their password confidential.
6. The Service Provider handles personal data provided voluntarily by the User confidentially and uses them only to identify individual Users and to the extent necessary for the fulfillment and successful provision of the service, in accordance with Section 13/A of Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society.

Information Regarding GPS Tracking in the Application

The application records GPS data in the background only and exclusively when the user is on duty. That is, GPS tracking occurs strictly during working hours. Users are notified at the start of each shift that GPS data will be recorded and monitored.

Monitoring and recording GPS data during working hours is necessary for the following reasons:

- In case of evacuation mode activation, it is essential to know which users are located within the affected evacuation area.
- During an evacuation, it is necessary to identify who has already left the area and who is safe.
- Upon arrival at a work location, the system notifies the user if there is a task to be performed at that location and prompts them to start the task.
- Upon leaving a work location, the system notifies the user if there are ongoing tasks in that area and reminds them to stop the task before leaving.
- In the future, task reminders will also be based on arrival at and departure from specific locations.

Copyrights

1. As the websites <https://theworkapp.eu>, <https://theworkapp.co.uk>, <https://theworkapp.ie>, and <https://theworkapp.hu> qualify as copyrighted works, it is strictly prohibited to download (copy), redistribute, reuse, electronically store, process, or sell any of the content or parts thereof appearing on these websites without the prior written permission of the Service Provider — with the exception of legal documents, such as the Terms and Conditions and the Privacy Policy, which Users may download and store in any form without restriction or conditions.
2. Any content taken from <https://theworkapp.eu>, <https://theworkapp.co.uk>, <https://theworkapp.ie>, and <https://theworkapp.hu> or from their databases, even with written permission, may only be reused with proper reference to the original website. The Service Provider reserves all rights to all elements of its services, including domain names, subdomains formed from them, and internet advertising surfaces.
3. It is prohibited to adapt or reverse-engineer the content or parts of <https://theworkapp.eu>, <https://theworkapp.co.uk>, <https://theworkapp.ie>, or <https://theworkapp.hu>; to unfairly obtain user IDs or passwords; or to use any application that enables the modification or indexing of these websites or any of their parts.
4. The names <https://theworkapp.eu>, <https://theworkapp.co.uk>, <https://theworkapp.ie>, and <https://theworkapp.hu> are protected by copyright. Any use beyond referencing is only allowed with the written permission of the Service Provider.
5. The User acknowledges that in the event of unauthorized use, the Service Provider is entitled to a penalty. The penalty is HUF 60,000 gross per image and HUF 20,000 gross per word. The User accepts that this penalty clause is not excessive and uses the website with this understanding. In the event of copyright infringement, the Service Provider may obtain official certification from a notary public, the cost of which shall also be borne by the infringing User.

Right of Withdrawal

The user has the right to terminate the agreement with immediate effect, without providing any reason, within 90 days from the date of registration. Once this right is exercised, the software will cease to operate, the user account will be closed, and access to the system will no longer be possible.

The termination must be carried out no later than 20 calendar days from the date of the electronic notification (via email) sent by the service provider. Termination is only valid if submitted in writing, via electronic means.

Data Protection

The website's Data Protection is available at the following links:

https://theworkapp.eu/assets/data_protection_hu.pdf

https://theworkapp.eu/assets/data_protection_en.pdf

Other Provisions

1. The Service Provider is entitled to use third parties to fulfill its obligations. It is fully responsible for any unlawful conduct of such third parties as if the unlawful act had been committed by the Service Provider itself.
2. If any part of these Terms becomes invalid, unlawful, or unenforceable, this does not affect the validity, lawfulness, or enforceability of the remaining parts.
3. If the Service Provider does not exercise any right granted under these Terms, this shall not be considered a waiver of that right. A waiver of any right shall only be valid if it is made in a written declaration. If the Service Provider does not strictly enforce a condition or provision of these Terms on a particular occasion, this does not mean that it waives its right to enforce that condition or provision in the future.
4. The Service Provider and the User agree to attempt to resolve any disputes between them amicably.
5. The Parties acknowledge that the Service Provider's website/mobile application operates and is maintained in Hungary. As the website may be accessed from other countries, users explicitly accept that Hungarian law shall govern the legal relationship between the User and the Service Provider. If the User is a consumer, then under Section 26 (1) of the Hungarian Civil Procedure Code, any dispute arising from this contract must be brought before the court of the consumer's place of residence in Hungary.
6. The Service Provider does not apply different general access conditions to services on the website based on the User's nationality, place of residence, or place of establishment.
7. With regard to accepted payment methods, the Service Provider does not apply different conditions to the payment transaction based on the User's nationality, place of residence or establishment, the location of the payment account, the location of the payment service provider, or the place of issue of the payment instrument within the European Union.
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.