

Terms of Service

PrinterMS printer fleet management and billing service

These Terms of Service constitute the contract for using PrinterMS. The following also form part of the contract:

- the [Data Processing Agreement](#);
- the [DCA Agent terms](#), if the Subscriber installs the Agent;
- the [Acceptable Use Policy](#).

The Data Processing Agreement incorporates the [Subprocessor Register](#) and the [Data security and retention](#) page into the contract by reference; section 15.4(c) incorporates the [Data portability](#) page. Updates to these are governed by the rules set out there. The [Privacy Notice](#), [Cookie Notice](#) and [Company information](#) are informational documents; the Provider updates them to reflect changes.

Highlighted provisions

Under section 6:78(2) of the Hungarian Civil Code (Ptk.), the Provider specifically draws attention to the following provisions, which may depart from the law or usual contractual practice. The Subscriber expressly accepts them in its declaration on registration, which identifies these provisions:

1. **Limitation of the Provider's liability** (section 9): the annual monetary cap on damages and the exclusion of certain losses.
2. **Responsibility for issued invoices** (section 6): an invoice prepared using the Service and issued from the Subscriber's own billing provider account upon manual confirmation by its User is the Subscriber's invoice; the Subscriber is responsible for its content and compliance with tax law. The Provider supplies a technical tool for this and is not the Subscriber's authorised representative.
3. **Network authorisation for the DCA Agent** (DCA Agent terms, section 3): the Subscriber warrants that it has permission to scan every network it specifies and is responsible for any lack of permission.
4. **Changes to the terms** (section 16): the Provider may unilaterally bring into effect on publication changes that are not disadvantageous, editorial changes, changes required by law and changes necessary for security; all other changes become part of the contract only with the Subscriber's express acceptance.

1. The parties and the Service

1.1 The Provider: Sziráki Márton e.v. (registered office: 2141 Csömör, Középhegy utca 14.; registration number: 62576336; registration authority: Hungarian National Tax and Customs Administration; tax number: 92221338-2-33; email: support@printerms.com). Further details are available in [Company information](#).

1.2 The Subscriber is the business that registers for the Service. **The Service is available exclusively to businesses.** By registering, the Subscriber declares that it enters into the contract as a business in the course of its economic activity (section 8:1(1), point 4 of the Ptk.); the rules on consumer contracts do not apply to this contract.

1.3 The Service is the cloud-based printer fleet management and billing workflow system available at printerms.com (PrinterMS), including the on-site DCA Agent and public interfaces (QR issue reporting and the customer portal).

2. Definitions

- **User:** a natural person the Subscriber adds to its account (for example, in the Owner or Technician role).
- **Subscriber Data:** data entered or uploaded by the Subscriber into the Service, or collected by the Service from the Subscriber's devices and email reports.
- **Documentation:** the Provider's published description of how the Service operates: information displayed in the interface, help content, website feature descriptions and the Agent security overview.
- **Plan: Monitor**, which has limited features and includes a free allowance, or the full-featured **Platform** plans (Basic, Business and Enterprise). Their features and fees are set out at printerms.com/arak (the **Pricing page**) and in the Documentation.
- **Billable Printer:** a printer counted towards the Plan's printer count under the Pricing page (a printer with active status for Platform plans; an approved printer assigned to an Agent for Monitor).
- **Agent (DCA):** the Provider's on-site data collection software.
- **Billing Provider:** an invoicing system the Subscriber uses under its own contract (such as Billingo or Számlázz.hu) and connects to the Service using its own access key.

3. Formation and form of the contract

3.1 Registration. The steps for entering into the contract are: (i) entering registration details; (ii) accepting the contractual documents by checkbox; (iii) confirming the email address; (iv) entering the organisation's details and creating the organisation. Input errors can be corrected in the form before submission and in settings afterwards.

The contract is formed when the organisation is created, which the interface confirms immediately. Under sections 5(3) and 6(4) of the Hungarian Act on Electronic Commerce Services (Ektv.), the parties agree that the procedure in this section governs contract formation and that no separate electronic confirmation is required.

3.2 Representation. The natural person registering declares that they are authorised to enter into the contract on the Subscriber's behalf.

3.3 Written form. The contract is concluded electronically and constitutes a written contract (section 6:7(3) of the Ptk.). The Provider retains the text of the accepted documents and evidence of acceptance (the accepting person's confirmed email address and user identifier, the exact declaration text, the document identifiers and SHA-256 content hashes, the server-side timestamp, IP address and browser identifier). Together, these allow the unchanged content of the declaration to be reproduced and the person making it and the time of the declaration to be identified. The Provider does not separately register the contract; it sends the accepted text and proof of acceptance on request. The language of the contract is Hungarian. The Provider has not subscribed to a code of conduct.

3.4 Availability. The current contractual documents can be read on the website and downloaded, stored and printed as PDFs.

3.5 Other terms. The Subscriber's own general terms do not become part of the contract unless the Provider expressly accepts them in writing. Any differing provision of an individual agreement made in writing between the parties takes precedence over these Terms of Service.

4. Scope of the Service

4.1 Operation. The Service operates as described in the Documentation. The Provider continually develops the Service and may extend, change or discontinue features. If an essential feature of a paid Plan is discontinued or significantly impaired to the Subscriber's disadvantage, the Provider gives at least 30 days' advance notice by email. The Subscriber may terminate the contract free of charge with effect from the date of the change; the pro-rata portion of unused prepaid fees is then refunded.

4.2 Device data. Meter readings and device reports are produced by the Subscriber's devices or those of its customers. The Provider is responsible for correctly processing reports in the formats described in the

Documentation. A device's failure to send data, an incorrect device report or a failure in the Subscriber's email delivery route is outside the Provider's responsibility. The Service flags missing or inconsistent meter readings; the Subscriber decides how to handle them.

4.3 Plans. Monitor is the Service's plan with limited features and no time limit; Platform plans provide the full set of features. Changing Plan leaves the Subscriber's organisation and data unchanged.

4.4 Beta features. Features marked as beta are provided as they stand; section 13 and the warranty do not apply to them, and the Provider may change or discontinue them at any time.

4.5 Artificial intelligence. Some Service features (such as extracting data from incoming supplier invoices) use artificial intelligence services. Their output is always a proposal awaiting review; it is saved with the User's approval, and the Subscriber is responsible for checking it before use. The Provider and its subprocessors do not use uploaded documents to train artificial intelligence models. The Service does not make decisions about natural persons based solely on automated processing that have legal effects.

5. Fees and payment

5.1 Fees. Plan fees are set out on the Pricing page. Fees are net amounts, plus VAT at the applicable rate. A printer above Monitor's free allowance and any paid Plan become chargeable only on the Subscriber's express order or approval, after the expected fee has been displayed in advance.

5.2 Printer-count fees. Fees based on printer count are calculated from the number of distinct printers that qualified as Billable Printers at least once during the billing period. A printer is counted no more than once per period, without daily proration.

5.3 Billing period. The billing period is monthly and starts on the day of the first paid subscription. If the anniversary day does not exist in a shorter month, the period renews on that month's last day. The base fee is due at the start of the period; the printer-count fee is due after the completed period. For Plan changes in the cases described in the Documentation (for example, switching from paid Monitor to a Platform plan), the change takes effect immediately and starts a new billing period; other changes take effect at the end of the current period. The Provider does not prorate fees.

5.4 Payment methods and invoices. The Subscriber pays by bank card or, if offered in the interface, by bank transfer. Stripe handles payments and subscription records; for bank transfers, the fee must be paid to the bank account stated on the invoice. The Provider issues the official Hungarian VAT invoice through Billingo: after a successful charge for card payments, or at the start of the period for bank transfers, with the payment deadline shown on the invoice allowing at least 8 days. A document issued by Stripe is not a VAT invoice. The Provider sends invoices and payment notices to the specified billing email address or, if none is provided, to the Owner's email address.

5.5 Late payment. In the event of late payment, the Provider is entitled to default interest under the Ptk. and the fixed recovery-cost compensation under Hungarian Act IX of 2016. The consequences of late payment are:

a) **Failed card payment.** The Provider notifies the Subscriber of the failed charge in the interface and requests payment. The Subscriber has 10 days from the failed charge to settle the Platform plan fee; otherwise, the account reverts to Monitor until payment is made. For fees above Monitor's free allowance, the grace period is 14 days; monitoring of printers above the free allowance is then paused, while the free allowance continues to operate. The previous state is automatically restored when payment is made.

b) **Bank-transfer invoice.** The Provider sends a reminder before the payment deadline and a demand for payment after it. **If payment has still not arrived by the end of the 30th day after the payment deadline, the Provider locks access to the account until payment is made**, for every Plan, including Monitor's free allowance. During the lock, subscription, invoice and profile management, data export and the customer portal remain available, processing of Agent data and meter-reading emails continues, and no fee is charged for a billing period starting during the lock. While a bank-transfer invoice is overdue, no new subscription, Plan change or switch to card payment can be initiated. Access is restored without delay when payment is recorded.

c) Neither form of late payment results in deletion of Subscriber Data.

5.6 Fee changes. The Provider may increase fees prospectively by giving at least 30 days' advance notice by email; the increase applies from the billing period following its effective date. If the Subscriber does not accept the increase, it may terminate the contract with effect from that date. Fee reductions may apply immediately.

5.7 Money-back guarantee. Platform plans do not have a time-limited free trial. If the Subscriber cancels its Platform subscription by email **within 60 days** of the first activation of a Platform plan, the Provider refunds all Platform fees paid up to that point within 8 working days of cancellation. The guarantee may be used once per organisation (per tax number). Cancellation does not delete the account: the Subscriber may continue using Monitor.

6. Billing integrations and issued invoices [HIGHLIGHTED]

6.1 The Subscriber's own billing account. The Service's invoicing features operate through the Subscriber's own Billing Provider account. Invoices are issued in the Subscriber's name under the contract between the Subscriber and the Billing Provider. The Service prepares invoice drafts based on the contractual terms and meter readings entered by the Subscriber and sends them to the Billing Provider on the Subscriber's instructions.

6.2 The invoice is the Subscriber's invoice. As the invoice issuer, the Subscriber is responsible for its content, particularly the VAT rate, mandatory particulars, date of supply and accuracy of the data. Reporting to the Hungarian National Tax and Customs Administration (NAV) takes place through the Billing Provider's system; the Subscriber checks in its own account that reporting has taken place. The Provider does not assume any obligation to issue invoices and does not provide tax advice.

6.3 Only upon manual confirmation. The Service does not independently schedule or initiate invoice issuance. Issuance starts only when the Subscriber's authorised User selects an invoice or a set of invoices and manually confirms the displayed customers, invoice count and amount. The confirmation applies only to the invoices listed in it and the issuance initiated by it; it cannot be reused for another period, customer or later issuance. The User must review each invoice that requires checking or has an unusual amount individually. The Service logs the confirming User, the timestamp, the selected set and the outcome for each invoice.

6.4 A technical tool, not authorisation to act as a representative. The Subscriber issues the invoice from its own Billing Provider account, with confirmation by its own User under section 6.3. The Provider supplies a technical tool, similar to invoicing software: it does not act as the Subscriber's authorised representative or on its behalf in issuing invoices and does not become the invoice issuer. Each confirmation is a specific instruction for that issuance, not a standing instruction for future invoices. If the Provider nevertheless incurs a payment obligation attributable to the Subscriber's incorrect data or instructions, section 10 applies, excluding the Provider's own breach of contract.

6.5 Limits of responsibility. The Provider warrants that the Service processes the Subscriber's data according to the calculation rules described in the Documentation and transmits it unchanged. The Provider is not responsible for errors or unavailability in the Billing Provider's system or for the status of the Subscriber's Billing Provider account (such as suspension or key revocation); if a key is invalid, the affected features are paused until the key is replaced.

6.6 The Subscriber's undertakings. The Subscriber warrants that it has a valid contract with the Billing Provider, is authorised to use the access key supplied and, for electronic invoices, obtains the invoice recipient's consent itself.

7. The Subscriber's obligations

7.1 Lawfulness of data. The Subscriber is responsible for the accuracy and lawfulness of Subscriber Data. It warrants that it has a legal basis for processing the personal data it enters and has informed the data subjects.

7.2 Account security. The Subscriber is responsible for managing User access (invitations, roles and revoking departing staff members' access), keeping sign-in credentials confidential and enforcing two-factor authentication

if it makes this mandatory in the organisation. The Subscriber is responsible for activity in the account, except where a third party carries it out through a security flaw in the Service.

7.3 Devices and data routes. The Subscriber is responsible for configuring and maintaining device reporting and Agent installations.

7.4 Acceptable use. The Subscriber and its Users must use the Service in accordance with the Acceptable Use Policy.

7.5 Backup and export. Termination of the contract and account deletion result in permanent data loss after the deadlines in section 15. The Subscriber is responsible for exporting the data it wishes to retain in time; the Service provides a built-in export feature for this.

8. Intellectual property and data

8.1 The Service, its software, interface, documentation and trademarks are the exclusive property of the Provider or its licensors. The Subscriber receives a non-exclusive, non-transferable right to use the Service for the term of the contract.

8.2 Subscriber Data belongs to the Subscriber. The Provider acquires only the usage rights necessary to provide the Service.

8.3 Aggregated data. The Provider may derive aggregated or anonymised data and insights from the operation and use of the Service that identify neither the Subscriber, its customers, its individual devices nor any natural person. It may use these to develop the Service and publish model- or manufacturer-level information (such as the supported printer list), including after termination of the contract.

8.4 The Provider may use the Subscriber's feedback and suggestions without payment. It may use the Subscriber's name and logo as a reference only with the Subscriber's prior consent.

9. Liability [HIGHLIGHTED]

9.1 Warranty. The Provider warrants that the Service operates substantially in accordance with the Documentation. In the event of a defect, the Provider's primary obligation is to correct it, including rerunning an incorrect calculation and, in the event of data loss, restoring data from the latest backup; the credit under section 13 is also due.

9.2 Annual cap. The Provider's aggregate liability for damages arising from all loss events in a calendar year is capped at the fees the Subscriber actually paid for the Service in the 12 months preceding the first loss event of that year. If the Subscriber paid no fees during that period, the cap is HUF 100,000.

9.3 Excluded losses. The Provider is not liable for lost profit, loss of business opportunity or reputation, consequential losses other than data loss, or the Subscriber's payment obligations to third parties or authorities (particularly tax, tax penalties and late-payment surcharges). This exclusion does not apply to recourse claims under section 11 of the Data Processing Agreement.

9.4 Exceptions. Sections 9.2 and 9.3 do not apply to liability for intentional breach of contract or breach causing harm to human life, physical integrity or health (section 6:152 of the Ptk.), or where the law prohibits a limitation.

10. Indemnification

The Subscriber indemnifies the Provider against third-party claims (including those of authorities), fines and costs arising, in a manner attributable to the Subscriber, from (i) unlawful Subscriber Data; (ii) the content of invoices issued by the Subscriber; (iii) unauthorised installation or network use of the Agent; or (iv) a breach of the Acceptable Use Policy. The indemnity does not cover matters attributable to the Provider's breach of contract.

11. Confidentiality

The parties must protect trade secrets and confidential information learned during their relationship and use them only to perform the contract. This obligation continues after termination for as long as the information remains confidential. Disclosure required by law is not a breach of confidentiality; the Provider informs the Subscriber unless the law prohibits it.

12. Data protection

For personal data within Subscriber Data, the Subscriber is the controller and the Provider is the processor; the processing terms are set out in the Data Processing Agreement. The Privacy Notice covers the Provider's own processing activities.

13. Availability and support

13.1 Commitment. The Provider provides the Service's core features (sign-in, accessing data in the application and the API) with **99.5%** monthly availability. **Downtime** is a period when the core features are unavailable to multiple Subscribers for reasons attributable to the Provider. Outages of the cloud and infrastructure providers used by the Provider count as Downtime.

13.2 Not Downtime: (a) scheduled maintenance; (b) causes within the Subscriber's responsibility (its own network, devices, settings, lock or suspension); (c) failures of external services connected by the Subscriber (such as a Billing Provider or the Subscriber's email delivery route); (d) force majeure; (e) operation of the Agent and beta features.

13.3 Credit. If monthly availability falls below the committed level, the Subscriber is entitled to the following percentage of that month's subscription fee as a credit on the next invoice: below 99.5% but at least 99.0%: 10%; below 99.0% but at least 97.0%: 25%; below 97.0%: 50%. Credits in a calendar year are capped at two months' subscription fees. A credit can be requested at support@printerms.com within 30 days after the affected month; the Provider decides on the basis of its own measurements and gives reasons. No credit is due for a period whose fees have been refunded. A credit does not exclude termination for persistent or repeated downtime.

13.4 Maintenance. The Provider announces scheduled maintenance by email at least 48 hours in advance and preferably performs it between 22:00 and 06:00; its total duration may not exceed 4 hours per month, and any excess counts as Downtime. A critical security flaw may be addressed without prior notice; the Provider informs Subscribers afterwards.

13.5 Support. Contact: support@printerms.com, from 09:00 to 17:00 on Hungarian working days. Target first response times: 4 working hours if the Service or a core feature is inoperative; 1 working day for a failure of an important feature where a workaround is available; 2 working days for other enquiries. These response times are commitments to exercise due care.

13.6 Service disruption. For a disruption affecting multiple Subscribers, the Provider sends email information about the disruption and its resolution. The Data Processing Agreement governs incidents involving personal data.

14. Force majeure

Neither party is liable for a breach caused by circumstances beyond its control that were unforeseeable when the contract was made and could not be prevented (such as a natural disaster, war, a widespread internet or power outage, or an official measure). Force majeure does not affect payment obligations already due or the obligation to report a personal data breach. The party invoking force majeure must notify the other without delay.

15. Term, termination and data portability

15.1 The contract is concluded for an indefinite term.

15.2 Cancellation and termination by the Subscriber. A paid Plan can be cancelled at any time in the interface; cancellation takes effect at the end of the current billing period, after which the account continues on Monitor and existing data is retained. The Subscriber may terminate the contract at any time without giving reasons by deleting the account or by written notice. The Subscriber's primary Owner may initiate account deletion in the interface; deletion becomes final after a 30-day grace period. Fees already paid are not refunded, except under the guarantee in section 5.7 and the pro-rata refunds specified in the contract (including sections 4.1, 16.4 and 18.3 and the Data Processing Agreement).

15.3 Termination by the Provider. The Provider may terminate the contract without giving reasons on 90 days' notice. Either party may terminate with immediate effect if the other fails to remedy a serious breach within 15 days of written notice; no notice is required if the breach cannot be remedied (particularly a serious breach of the Acceptable Use Policy, an attack on tenant isolation, or fees overdue by more than 30 days after an unsuccessful demand for payment).

15.4 Switching providers and data portability. Under Regulation (EU) 2023/2854 (Data Act):

a) The Subscriber may switch at any time to another service or its own infrastructure, or use multiple providers in parallel; the Provider does not obstruct this and cooperates in good faith.

b) Switching begins with the Subscriber's notice of its intention to switch; the notice period is no more than 2 months, but the Subscriber may also use the more favourable rule in section 15.2. Afterwards, during a **transition period of no more than 30 days**, the Provider gives reasonable assistance and maintains the Service and security of the transfer. If switching is technically infeasible within 30 days, the Provider gives notice with reasons within 14 working days and specifies a transition period of no more than 7 months. The Subscriber may request a single extension of the transition period.

c) The Subscriber may use the built-in export feature at any time, free of charge, to retrieve Subscriber Data in a structured, machine-readable format. The [Data portability](#) page contains the complete, exhaustive list of data categories, structures and formats included in and excluded from export; narrowing this list constitutes a change under section 16.3.

d) After the transition period or termination of the contract, Subscriber Data remains exportable for **at least 30 days** (the recovery period), after which the Provider permanently deletes it in accordance with the Data Processing Agreement. The contract ends when switching is successfully completed or, if the Subscriber requests only retrieval of its data, at the end of the recovery period.

e) **The Provider charges no fee for switching, data retrieval or exit.**

f) The [Data security and retention](#) page describes the infrastructure's jurisdiction and measures against access by third-country authorities.

15.5 Termination does not affect provisions that survive by their nature (liability, indemnification, confidentiality, aggregated data, data portability and governing law).

16. Changes to the terms [HIGHLIGHTED]

16.1 Right to amend. The Provider may amend these Terms of Service and the documents forming part of the contract prospectively under the procedure in this section. **Amendments cannot have retroactive effect.**

16.2 Changes effective immediately. A change takes effect on publication if it (a) is not disadvantageous to the Subscriber, including the introduction of new features and services; (b) is a clarification or editorial correction that does not change rights or obligations; (c) reflects legislation or a court or authority decision; or (d) is necessary for the Service's security and is disadvantageous to the Subscriber only to the extent necessary. The Provider also gives notice of material changes of this kind by email or in the interface.

16.3 Express acceptance. All other changes become part of the contract with the Subscriber only if it expressly accepts them (section 6:78(2)-(3) of the Ptk.). The Provider notifies the Subscriber by email or in the interface; the notice lists the provisions that differ from the previous terms to the Subscriber's disadvantage and states where

the new text is available. Acceptance may be given by a declaration in the interface or an email reply. The change takes effect for the Subscriber upon acceptance, but no earlier than the date stated in the notice.

16.4 Without acceptance. Until the Subscriber accepts a change, the previous provision continues to apply to it. In that case, the Provider may terminate the contract by ordinary notice under section 15.3; the pro-rata portion of unused prepaid fees is then refunded.

16.5 The following are not amendments to these Terms of Service: updates to the Documentation and informational documents; changes to the Pricing page (governed by section 5.6); expansion of the Data portability page (narrowing it is governed by section 15.4(c)); and updates to the Subprocessor Register and Data security and retention page (governed by the Data Processing Agreement).

16.6 Publication. The current text is available on the website with its effective date. The Provider retains previous texts and sends them on request.

17. Communication and complaints

17.1 The parties communicate primarily by email. The Provider's address is support@printerms.com (for privacy matters: privacy@printerms.com). The Provider sends notices to the organisation's contact email address and the Owners' email addresses; a notice is deemed delivered on the working day following dispatch. The Subscriber must keep these addresses up to date.

17.2 The Provider investigates the Subscriber's complaints and gives a substantive written response within 30 days.

18. Final provisions

18.1 The contract is governed by Hungarian law. The parties first seek to resolve disputes through discussion; if this fails, the Hungarian court with subject-matter and territorial jurisdiction decides the dispute.

18.2 If a provision is invalid, this does not affect the remaining provisions; it is replaced by the closest valid provision.

18.3 The Provider may transfer its rights and obligations under the contract in connection with transferring operation of the Service (such as a corporate reorganisation or business transfer); by accepting the contract, the Subscriber consents to this in advance. The Provider notifies the Subscriber of the transfer; the Subscriber may terminate the contract free of charge within 30 days of the notice, in which case the pro-rata portion of unused prepaid fees is refunded. The Subscriber may transfer the contract with the Provider's prior consent.

18.4 The contract constitutes the entire agreement between the parties and replaces previous offers and discussions.