

Recngo Kft. Terms and Conditions - Application

Last updated August 10, 2020

This is an important notice, please read it carefully: these Terms and conditions (hereinafter referred to as “Terms”) are a legal contract between your and Recngo Kft. By registering for the use of this website, or by clicking the “Accept” button, you agree to make transactions electronically, to be bound by these Terms and agree that your registration is going to serve as your electronic signature. In case your do not agree to these Terms, please leave this website without accepting the abovementioned Terms and refrain from the further use of this website.

Agreement Between User and Recngo Kft. (“RECnGO Application”)

Welcome to the RECnGO application. This application is provided to users in order to give them information relating to the RECnGO application. You can use the RECnGO application to create mobile videos and use the RECnGO application Android app (the “Service”); to open an account; to have a platform to interact with others; and also provide employment information. The term “we” and “our” hereinafter refers to Recngo Kft. The term “you” or “user” refers to the person visiting our website, becoming a member, entering and using the chatroom or blog, purchasing products, reserving at a particular location, or reviewing franchise or employment opportunities.

We kindly ask you to read these Terms carefully. In case you do not agree with these Terms, please do not use this application or purchase products or services through this website.

We may revise these Terms at any time by updating this website without prior notice to you. You will need to return to this page from time to time to review the up-to-date version of the Terms. If you check the “Last Updated” line at the top, you can see when these Terms were last revised. In case you use this application continuously, it will be deemed as the acceptance of the updated or amended terms. In case we offer any awards, start online competitions, or make available any kind of promotions, you agree that you are subject to any additional posted terms, rules or guidelines applicable to such activities, which are hereby incorporated by reference into these Terms. We hereby reserve the right to modify or discontinue this website at any time without further notice, and we will have no liability to you if we do so.

Rules and Conditions Relating to the Use of the Application

Your account: You can only use your account for a single multi-camera setup and it is only to be used by a single individual, or an organization. You agree to not sharing your account with anyone. The assistance of our technical support team is available only to account holders in good standing and is provided via the Contact Support email address, support@recngo.com.

Account-related taxation: Except with respect to EU federal and state taxes, costs of the Service do not include any taxes and you are responsible for paying any duties or taxes imposed by your local and other authorities.

Upgrade and downgrade credits: If you choose to upgrade or downgrade the plan you have purchased, a prorated credit will be applied for the current plan's unused term. A charge for the full amount of the new plan will be applied, offset by any credits. Service fees are billed in advance based on the term selected (annual or monthly) and are non-refundable.

Downgrade-specific rules: Downgrading your plan may result in losing certain features, but the RECnGO Application has no liability for any such losses. Prices charged for the Service are subject to change as provided in any notice from RECnGO Application. Such notice may be provided at any time by posting the updated pricing to the RECnGO application pricing page at Google Play.

Limits and termination of Service: RECnGO reserves the right to change, suspend, remove or disable access to the Service or parts of the Service at any time without prior notice. The RECnGO application will not be liable for the removal of or disabling of access to the Service under any circumstances. RECnGO may also impose limits on the use of or access to the Service without prior notice or liability. Such termination of the Service will result in the deactivation or deletion of your account or your access to your account and data. RECnGO reserves the right to refuse to provide the Service to anyone for any reason at any time. RECnGO will make commercially reasonable efforts to notify you via your account email address in advance of a termination of Service.

Closing your account: You can close your account any time, initiating it through your My Account page. In case you close your account, you won't be billed again. Refunds cannot be issued for payments already made.

Privacy Policy: RECnGO Application's Privacy Policy, which is incorporated herein by reference, also governs use of the application. Your privacy is important to Us. RECnGO's Privacy Policy makes important disclosures about how We collect and use your information and content and how you can use the website to share such information with others. We encourage you to read the Privacy Policy carefully and use it to make informed decisions.

Updates to the Terms and Privacy Policy: We reserve the right to amend, remove or add to these Terms or the Privacy Policy at any time which amendments, removals or additions will be effective upon posting to this website or in the application. It is your responsibility to check these Terms and the Privacy Policy periodically for changes. You can determine when these Terms were last revised by referring to the "Last Updated" line at the top. Your access, link to, or use of this website page, or any service or other item on this website, after the effective date any of changes to these Terms or the Privacy Policy posted on the website, will constitute YOUR ACCEPTANCE OF THESE TERMS, INCLUDING THE PRIVACY POLICY, as modified.

Disputes relating to the Terms: If, at any time, you do not wish to accept these Terms, you may not access, link to, or use the website. Any terms and conditions proposed by you which are in addition to, or which conflict with, these Terms are

expressly rejected by RECnGO and will be of no force or effect. We may also revise other policies, codes or rules at any time, and the new versions will be available at <https://recngo.hu/termsandconditions-en.html>. No amendment to the Terms or Privacy Policy will apply to any dispute of which RECnGO had actual notice before the date of the amendment.

Amendment to the Terms: These Terms can only be amended in written format signed by you and an authorized representative of RECnGO. In this case, "writing" does not include an e-mail message and a signature does not include an electronic signature.

Disagreement with the Terms and the Privacy Policy: If at any point you do not agree to any part of the then-current version of Our Terms or the Privacy Policy, or any other RECnGO policies, rules or codes of conduct relating to the use of the Service or the website, we will immediately terminate your ability to use the Service and you must immediately stop using this website and the Service.

The Primacy of the Terms: In case these Terms or the Privacy Policy conflict with any other RECnGO terms, policies, rules or codes of conduct, these Terms and the Privacy Policy will govern.

Copyright Complaints: RECnGO respects the intellectual property of others. If you believe that your work has been copied in a way that can be classified as copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.

Use of the Application or the Service

Your Content: You agree that you are responsible for the content of audiovisuals and any other elements created by and with the use of Service and RECnGO is not responsible by any means. You must own or have all rights, licenses, consents, releases, and permissions necessary to create, stream and distribute User Content generated using the Service. You affirm, represent and warrant that - by transmitting or submitting any User Content - while using the application:

such transmission or submission is accurate and not confidential;

such transmission or submission does not violate any applicable laws, contractual restrictions, or other third-party rights,

you have permission to submit or transmit from any third party whose personal information or intellectual property is part of the User Content;

such transmission or submission is free of viruses, adware, spyware, worms or other malicious code; and

you acknowledge and agree that - in accordance with its Privacy Policy - any of your personal information within such content may be processed or used by RECnGO application.

You agree to compensate RECnGO application for harm or loss for any claims and damages arising from your failure to have any necessary authorizations or your violation of the foregoing representations and warranties.

Our rights and obligations relating to User Content: RECnGO does not have the obligation to and does not pre-screen any User Content. RECnGO has the right in its sole discretion to refuse or remove any Content that is available via the Service. We claim no intellectual property rights in or to the User Content you provide using the Service, other than the license described in the Profiles, Forums and Submissions section. However, RECnGO reserves the right at all time to disclose any information as necessary to satisfy any laws, regulations, or governmental requests.

Generating inappropriate content: You will not create, nor assist or permit any third party to pass information to RECnGO application that RECnGO application could use or recognize as personally identifiable information. Information in connection with the creation of your Account or payment for the Service is an exception. You agree that you will not create, stream or distribute any User Content that is unlawful, libelous, defamatory, obscene, slanderous, violates another's right to privacy or publicity, or infringes on any patent, copyright, trademark, or other property right. While RECnGO application prohibits these types of User Content being created and distributed using the Service, you understand and consent to that RECnGO application is not and will not be responsible for your User Content or the content of any other user or third parties distributed using the Service and you may be exposed to such materials.

Additional Restrictions: The following additional restrictions apply to the use of the application and the Service:

Use of Service for underage Users: You agree not to create an Account or access the services if you are under the age of 16. If you are between 16 and 18 (or older if required in the state of your residence), your legal guardian has reviewed and agreed to these Terms and the Privacy Policy on your behalf.

Monitoring your account and content: You agree to monitor your Account to restrict use by minors, and you will prevent access to children under the age of 16. You are responsible for any use of your credit card or other payment instrument by minors or others. You accept full responsibility for any unauthorized use of the website or the services by minors in connection with your Account.

Using false data: You agree not to use any incomplete, false, or inaccurate biographical or other information for purposes of registering as a user, creating an Account or any promotion.

Limiting the number of accounts: You agree not to have more than one Account at any given time, and not to create an Account on behalf of someone other than yourself.

Making false reservations using your account: You agree not to use your Account to make any false reservations.

Advertising commercial contents: You agree not to use your Account to advertise, transmit or solicit any commercial advertisements, including chain letters, spam e-mails or repetitive messages to anyone.

Illegal use: You agree not to use your Account to engage in any illegal conduct.

Renting your account: You agree not to sublicense, gift, rent, lease, bequeath or transfer your Account by any other means to anyone without Our prior written permission.

Account Information: When creating or updating an Account, you may be required to provide RECN GO with particular personal information, which may include your name, email address, birth date, and, in some cases, payment information. You agree that you will supply accurate and complete information to RECN GO, and that you will update that information promptly if it changes. This information will be held and used in accordance with RECN GO application's Privacy Policy and relevant notices, if any, provided in connection with information collection or use.

Username and Password: During the Account creation process, you may be required to select a password ("Login Information"). The following rules are applicable relating to the security of your Login Information:

Sharing your account information: You agree not to share the Account or the Login Information, let anyone else access your Account, or do anything else that might jeopardize the security of your Account.

Security issues: In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft or unauthorized disclosure of the Login Information, you must immediately notify Us and modify your Login Information.

Confidentiality of your login information: You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you.

Your general responsibility: You are responsible for anything that happens through your Account.

Removing users: RECN GO Studio reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

Changing your personal information: If you are registered and already have an account, you can access and update certain personal data, which you have given us previously. To do this, you must log in to the application using your account information, and make the data changes to your user profile.

Unsubscribing from emails: You can unsubscribe from the marketing and / or other e-mail advertisements anytime. Simply click the "unsubscribe" button in the email you received.

Turning off sharing location information: You can turn off location information on your mobile device at any time if you do not want to share GPS coordinates with us - and / or sending your location information to your mobile device.

Prohibitions: You agree that you will not, under any circumstances:

Make improper use of the Service, our products, or the application, including submitting false abuse reports or using abusive or profane language in your communications with Our personnel; or

Engage in any act that We deem to be in conflict with the application, including but not limited to manipulating or circumventing these Terms or any policies of ours or else;

Use the application, services or products, intentionally or unintentionally, in connection with any violation of any laws, rules, or regulations, or do anything that promotes the violation of any law, rule or regulation.

Offensive Content: You agree that you will not, under any circumstances:

Post or incorporate in the Service any information that is abusive, defamatory, libelous, threatening, obscene, or racially, sexually, religiously or otherwise, objectionable or offensive;

Post or incorporate any information in the Service that contains nudity, offensive subject or excessive violence, or anything that contains a link to such content;

Attempt to, or advocate or incite another to, defame, stalk, threaten, harass, abuse, or harm, or otherwise violate the legal rights of another person or group, including without limitation Our employees and contractors; or

Make available through the website or the Service any information that infringes any copyright, patent, trade secret, trademark, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person.

Deleting your account:

Log into your RECnGO Studio account and choose “Main”. Click on the Menu bar and go to the “Account”. Here you can delete your account.

Cancel, pause, or change a subscription on Google Play:

For more information please go to the Google Support page here: <https://support.google.com/googleplay/answer/7018481?hl=en>

Ownership and intellectual property: RECnGO reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the application and its content. Accordingly, the material and content available on the website and on the application may not be copied, republished, uploaded, distributed, posted or transmitted in any way for any public or commercial purpose, except as specifically allowed under these Terms, without the prior express written consent of RECnGO Studio. You may not remove any copyright or other proprietary notice from RECnGO Studio’s materials. Modification or use of the material or content on the website or the application, except as expressly provided in these Terms, violates RECnGO Studio’s or third parties’ intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to the application.

Responsibility for Your Own Content: You are solely responsible for the information that you post on, through or in connection with the application and that you provide to others. Information, materials, products or services provided by other users (for instance, in the chatroom) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms, and We assume no responsibility or liability for this material or for the conduct of any user submitting any User Content, and assume no responsibility for monitoring the application for inappropriate or illegal content or conduct. We have no obligation to monitor User Content. If We choose at any time, in Our sole discretion, to monitor the website, We have the right, to edit, refuse to post, or remove any User Content and We may monitor and/or record your interaction with the application or communications (including without limitation chat text and voice communications) when you are using the application. By entering into these Terms, you hereby provide your irrevocable consent to such monitoring and recording. If you become aware of misuse of the website by any person, please contact Us at support@recngo.com.

Data Security: RECnGO will process your personal information in all respects in accordance with the requirements of legality and due process, in the most transparent manner for you, solely for the specified, explicit and legitimate purpose, to the minimum necessary and for the minimum time necessary to achieve the purpose. We take great care to ensure that the data we handle is accurate and up-to-date at all times.

Internet security: We are at the highest level of safety steps to secure your data. Despite any effort, the Internet is not completely secure, however, we do our best to protect your personal data. We will do everything we can to ensure safe storage. Please note that any data you share with us on the Platform is subject to your full consent when you accept (read, understand and accept) this statement upon registration.

Technical and organizational measures for data protection: We take all technical and organizational measures to ensure that your rights and those of other users are respected and risks are minimized. These measures are periodically reviewed and updated.

Changes to your content and / or profile will take effect immediately. If you decide to delete your profile and / or content, they will be deleted immediately and will no longer be accessible to anyone.