Terms and conditions

Effective from: 6 November 2026

In short

Part I covers use of the website and applies to everyone. Part II covers web development and testing engagements: a contract is only made by accepting an individual written offer, never through the website.

1. The provider

- Name: Káldor Levente Viktor e.v. (sole proprietor, Hungarian egyéni vállalkozó)
- Registered seat: 2800 Tatabánya, Ifjúság utca 45. 9. em. 27. ajtó
- Registration number: 63004353 (Hungarian register of sole proprietors, kept by the National Tax and Customs Administration (NAV))
- Tax number: 92505933-1-31
- Email: hello@levikaldor.hu

The hosting provider's details are in the imprint.

2. Scope of these terms

- Part I applies to every visitor of levikaldor.hu.
- Part II applies to contracts made with the provider for web development, testing or web quality checks (you, as the client), including when you contract as a private individual (consumer).
- The provider sends these terms together with the offer; they become part of the contract when you accept them by accepting the offer (Hungarian Civil Code, Section 6:78). Where the individual offer differs from these terms, the offer prevails (Section 6:80).
- Part II applies to work aimed at a finished result (for example a website or web application). For ongoing, hourly work (maintenance, testing, advice) the parties make an agency contract (Civil Code, Section 6:272): the provider then undertakes to act with due care, not to deliver a result (Section 6:276), the handover rule in section 8 does not apply, and termination is governed by Section 6:278.

- Terms that depart from common practice are marked "Highlighted term". They only become part of the contract if you expressly accept them when accepting the offer (Civil Code, Section 6:78(3)).
- These terms are written in Hungarian; the English version is a translation, and the Hungarian text prevails in case of any difference.

Part I: using the website

3. Website content

Using the website is free and needs no registration. The content is for information only: the descriptions of services are not an offer, only an invitation to make one; the website shows no prices and no way to order online.

Use of the website's texts, images and graphics is governed by the copyright section of the imprint.

4. Getting in touch

A message sent through the contact form or by email does not create a contract. The privacy policy explains how the data in your message is handled. Using the form for bulk or automated messages, or to disrupt the website, is not allowed.

5. Liability for the website

The provider aims to keep the website available and its content accurate, but does not guarantee this. The provider is not responsible for the content of external websites linked from it.

Part II: web development and testing engagements

6. How a contract is made

1. Based on your enquiry, the provider sends a written offer by email stating the task, the fee, the payment method, the deadline and, for consumers, the information required by Government Decree 45/2014 (II. 26.). The offer is valid for 15 days unless it says otherwise.
2. The contract is made when you expressly accept the offer by email. It counts as a written contract, in Hungarian or, if agreed, in English; the provider keeps it and sends it to you on request.
3. The contract is made by email after individual discussion, not through the website. With a consumer, it is a distance contract governed by Government Decree 45/2014.

4. For a contract with a consumer, the provider confirms the contract by email, on a durable medium, after the offer is accepted and at the latest before the work starts (Government Decree 45/2014, Section 18).

7. Fee and payment

- The fee is stated in the offer. The provider is exempt from VAT as a small business (alanyi adómentesség), so the fee includes no VAT and no VAT is charged. If the provider's tax status changes, the offer states VAT separately.
- The provider issues an invoice for the fee. Payment is by bank transfer, by the deadline stated in the offer or on the invoice, or otherwise within 8 days of receiving the invoice.
- The offer may require an advance payment or payment per milestone.
- For late payment, a consumer owes default interest under Civil Code Section 6:48, a business under Section 6:155; a business also owes the flat recovery fee equal to EUR 40 under Act IX of 2016.

8. Performance and cooperation

- The provider carries out the work professionally, with the content and by the deadline set out in the offer.
- The client provides the materials, data and access needed in time. If this is late, the deadline is extended by the same period.
- The provider hands over the finished work in a handover procedure lasting 30 days (Civil Code, Section 6:247); with a business, the offer may set a shorter period. Acceptance cannot be refused because of a defect that does not prevent normal use. This does not affect the warranty rights in section 11.
- Before work on a live system, the client backs up its data, unless the offer makes this the provider's task.

9. Testing results

Testing and quality checks give a written result about the version examined, as it stood at the time of the check. The provider does not undertake that the system will be free of errors afterwards; fixing the errors found is a separate task unless the offer includes it.

10. Copyright

- **Highlighted term:** the client acquires the right to use the work created by the provider (source code, designs, documentation) once the fee is paid in full. The licence is worldwide, unlimited in time and covers adapting the work; it is exclusive if the offer says so.

- The fee includes the consideration for the licence. The client may pass the licence on to third parties, or let them grant further licences, to the extent needed for its own operations (for example to involve a host or developer) (Copyright Act, Section 46).
- For the provider's existing general tools and code that it uses across projects, the client receives a non-exclusive licence. Open source components are governed by their own licences.
- The provider shows the work as a reference (for example in its portfolio) only with the client's prior consent.

11. Defective performance and warranty

In case of defective performance, the client has the statutory warranty rights under Civil Code Sections 6:159–6:167: at its choice, repair or replacement, unless that is impossible or would cost disproportionately more. If repair or replacement was not requested or could not be requested, or the provider does not undertake it, the client may ask for a price reduction; a business client may also repair the defect itself or have it repaired at the provider's expense, and as a last resort withdraw from the contract (not for an insignificant defect). A consumer may not repair the defect itself or have it repaired by someone else. A defect must be reported without delay after it is discovered; for a consumer, a defect reported within 2 months of discovery counts as reported without delay. A consumer may enforce these rights for 2 years from performance, a business for 1 year.

Where digital content or a digital service (for example a website or software) is developed to a consumer's individual instructions, Government Decree 373/2021 (VI. 30.) also applies to defective performance, and it cannot be departed from to the consumer's detriment. The provider gives a guarantee only if the offer expressly includes one.

12. Liability

Highlighted term: towards a business, the provider's liability for damage caused by breach of contract is limited to the contract fee. This limit does not apply to breaches caused intentionally or harming life, physical integrity or health (Civil Code, Section 6:152), and the provider does not rely on it in case of gross negligence either. Towards a consumer, the provider's liability is not limited.

13. Withdrawal and termination (consumers only)

- As a consumer, you may withdraw without giving reasons within 14 days of making the contract (Government Decree 45/2014, Section 20). Send a clear statement to hello@levikaldor.hu; you may use the model withdrawal form in Annex 2 of the decree, which the provider sends with the offer.
- If, at your express request, the provider starts the work before the withdrawal period ends and you terminate the contract after performance has started, you pay a fee proportionate to the service provided until the termination (Government Decree 45/2014, Section 26(1)).

- **Highlighted term:** if the service has been fully performed within the withdrawal period with your express prior consent, and you acknowledged that you lose the right to withdraw once it is fully performed, you can no longer withdraw (Government Decree 45/2014, Section 29(1)(a)).
- On withdrawal or termination, the provider refunds the fee already paid, less the proportionate fee, within 14 days of receiving the withdrawal, using the same payment method.

14. Ending the contract

For work aimed at a finished result, the client may withdraw before performance has started, and may terminate the contract afterwards until completion; the client then pays the proportionate part of the fee and compensates the damage caused by ending the contract, up to the amount of the fee (Civil Code, Section 6:249). For an agency-type engagement, either party may terminate the contract (Section 6:278). A consumer's rights under section 13 apply regardless. Otherwise, ending the contract is governed by the Civil Code.

15. Data protection

The privacy policy explains how client data is handled (contact, performing the contract, invoicing). If the provider accesses personal data controlled by the client during the work, the parties sign a data processing agreement under Article 28 GDPR.

16. Complaints

You can make a complaint in writing to hello@levikaldor.hu or to the registered seat. The provider answers a written complaint substantively and in writing within 30 days, gives reasons for any rejection, and keeps the complaint and the answer for 3 years (Hungarian Consumer Protection Act, Section 17/A).

The provider looks into an oral complaint (in person or by phone) immediately and remedies it if needed. If the consumer does not agree with how the complaint is handled, or it cannot be looked into at once, the provider takes minutes and sends a copy at the latest with the substantive answer; a complaint made by phone gets a unique reference number. When a complaint is rejected, the provider informs the consumer in writing which authority or conciliation board they can turn to, how to reach them, and whether the provider has made a general submission statement.

17. Remedies

- As a consumer, if your complaint is rejected you may turn to the conciliation board competent for your place of residence. The board competent for the provider's seat: Fejér Megyei Békéltető Testület (korábbi nevén Fejér Vármegyei Békéltető Testület), 8000 Székesfehérvár, Hosszúsétatér 4–6., phone: +36 22 510-310, email: bekeltetes@fmkik.hu, website: bekeltetesfejer.hu. The provider cooperates in the board's procedure; it has made no general statement (Consumer Protection Act, Section 36/C) submitting to the board's decisions.

- You may make a consumer protection complaint to the county (or Budapest) government office for your place of residence.
- **Highlighted term:** for disputes with a business, the parties agree on the exclusive jurisdiction of the court competent for the provider's seat.

18. Final provisions

Matters not covered by these terms are governed by Hungarian law, in particular the Civil Code, the Consumer Protection Act and Government Decree 45/2014. The provider may amend these terms; an amendment does not affect contracts already made, which remain under the version in force when they were made. The provider sends earlier versions of these terms on request.