

# GENERAL TERMS AND CONDITIONS



19 JUNE 2026

ByteFly Kft.

9022 Győr, Batthyány tér 6., 1st floor, door 6



# GENERAL TERMS AND CONDITIONS

ByteFly Kft. (tax number: 32192236-2-08, company registration number: 08 09 035442, 9022 Győr, Batthyány tér 6., 1st floor, door 6), as service provider (hereinafter: **Service Provider**), hereby sets out the conditions for the use of the services it provides, as follows:

## 1. SUBJECT MATTER OF THE CONTRACT

- 1.1. Under this contract, the **Service Provider** provides a server rental service to the customer (hereinafter: the **Customer**).
- 1.2. Virtual server rental means the letting for use of the shared resources of the hardware operated by the **Service Provider** (internet-connected servers), whereas dedicated server rental means the letting for use of the full resources thereof (hereinafter: the **Server**).
- 1.3. Prior to handing over the service, the **Service Provider** carries out a test to verify that the service is fit for use in accordance with the contract.
- 1.4. Once the Service has been handed over to the **Customer**, the **Service Provider** assumes no liability for any software, applications or other services operated on the Server by the **Customer**.
- 1.5. The **Service Provider** warrants that the service is fit for use in accordance with the contract; the **Service Provider** therefore assumes no liability for any faulty modifications or settings made by the **Customer** after the service has been handed over to the **Customer**.
- 1.6. The **Service Provider** reserves the right to change the prices of its services.
- 1.7. The **Customer** is solely responsible for obtaining and maintaining all licences required for any software they install, run or use in connection with the Service, including licensed game server, voice server and other software used with web hosting, VPS or dedicated server services.



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## 2. CONCLUSION OF THE CONTRACT

- 2.1. Any person visiting the <https://vipy.hu> website is entitled to conclude a contract with the **Service Provider**, provided that such person:
- has never been banned from the <https://vipy.hu> website,
  - has legal capacity,
  - is over 16 years of age; in the case of a minor, the [written consent](#) of their legal representative is submitted to the **Service Provider**,
  - accepts these General Terms and Conditions upon registration.
- 2.2. The **Customer** may conclude the contract on the <https://vipy.hu> website by clicking the "order/rent" button.
- 2.3. The **Customer** is obliged to provide accurate data and to ensure its authenticity (full name, e-mail address, telephone number, residential address). The **Customer** must further ensure that their data is kept up to date.
- 2.4. The **Service Provider** shall provide the service within 7 days of the order at the latest, unless some other reason beyond the control of the **Service Provider** prevents this.
- 2.5. When renewing a subscription, the **Customer** may top up their Client Portal balance and use that balance to renew the subscription.
- 2.6. The contract is concluded, as of the date of rental, for the term chosen by the **Customer** - which may be one month, one year or any other period specified during the rental - and may be extended upon the expiry date of the service.
- 2.7. Our online card payment system is provided by Barion Payment Zrt., Stripe Payments Europe Ltd and PayPal (Europe) S.à r.l. et Cie, S.C.A. During payment, card data is handled and stored by Barion Payment Zrt., Stripe Payments Europe Ltd and PayPal (Europe) S.à r.l. et Cie, S.C.A.
- 2.8. The **Client Portal** account may not be exchanged, nor traded.
- 2.9. By topping up their balance or using a Service, the **Customer** acknowledges that, pursuant to Government Decree 45/2014 (II. 26.), the payment becomes final, and that performance of the service commences within the withdrawal period; the **Customer** may therefore not exercise the right of withdrawal. In the event of termination of the **Contract**, the **Customer** shall reimburse the **Service Provider** for the amount payable for the service performed on a pro rata basis up to the date of termination of the contract. The **Customer** requests the performance and provision of the **Service** with full knowledge of the foregoing.



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- 2.10. In the case of the services of [vipy.hu](https://vipy.hu), recurring payments are made through the payment solution provided by Barion. This function enables the **Customer** to pay for future services with the bank card details given during the registration transaction, without entering further card data. The **Customer** approves the recurring payment by consenting, with a confirmation during the payment process, to the automatic debiting of the selected periodic fees at the specified intervals.
- 2.11. The Barion system enables the **Customer** to initiate recurring Barion bank card payments on the basis of a single consent, so that the periodic debiting takes place automatically. Should the **Customer** wish to cancel the service or interrupt the payment schedule, this may be done on the website using the subscription cancellation function. Following cancellation, Barion terminates the recurring payment immediately; the fees debited up to that point are not refunded, however.
- 2.12. In the case of recurring Barion bank card payments, Barion Payment Zrt. appears on the bank statements as the merchant. This ensures the secure processing of payments and helps to avoid any misunderstandings.



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## 3. TERMS OF USE

- 3.1. It is prohibited to store or run any unlawful, pornographic, copyright-infringing or grossly offensive files or content on the Server. The **Customer** must not store any information that endangers public safety.
- 3.2. It is prohibited to send unsolicited advertising e-mails, or to harass others, whether by e-mail or by network attacks. If the **Service Provider** detects a network attack (DoS), it may suspend the **Customer's** service with immediate effect.
- 3.3. The **Service Provider** protects the data stored by the **Customer** on the servers of the **Service Provider** with the care that may be expected of it; it assumes no liability, however, for the data or for any damage arising from the loss of the data.
- 3.4. The **Service Provider** is entitled to include the data of the **Customer** in its records; it may not, however, transfer such data to a third party without the written approval of the **Customer**. A statutory obligation to supply data constitutes an exception.
- 3.5. The **Customer** must not grant any third party access to the **Client Portal**, except through an authorised sub-account. The **Customer** is responsible for all activity carried out through their **Client Portal** account.
- 3.6. The **Customer** may not switch to another service while a service is active.



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## 3.7. Terms of use for virtual servers:

- Port scanning and use as a torrent server are prohibited
- The use of any program placing a constant load on the CPU, I/O or network is prohibited, for example: cryptocurrency mining
- The operation of replica websites, IP address spoofing and the operation of any kind of booter / stresser website are prohibited
- Sending spam or sending messages to an excessive number of recipients per hour is prohibited.
- In respect of the data traffic associated with the package, a maximum of 10% of the advertised data traffic may be foreign (international) bandwidth use
- Engaging in the activities set out in 3.1, 3.2 and 3.9 is prohibited

## 3.8. Terms of use for dedicated rental servers:

- Port scanning and use as a torrent server are prohibited
- Cryptocurrency mining is prohibited
- Changing the MAC address is prohibited
- The operation of replica websites, IP address spoofing and the operation of any kind of booter / stresser website are prohibited
- In respect of the data traffic associated with the package, a maximum of 10% of the advertised data traffic may be foreign (international) bandwidth use
- Sending spam or sending messages to an excessive number of recipients per hour is prohibited.
- Engaging in the activities set out in 3.1, 3.2 and 3.9 is prohibited



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## 3.9. Terms of use for web hosting:

- Sending more than 400 e-mails / e-mail address / hour is prohibited, and
- It is prohibited for the **Customer** to create further e-mail addresses solely in order to circumvent this restriction.
- Sending spam, as well as newsletters and marketing e-mails, is prohibited
- The use of any e-mail warm-up service (e.g. instantly.ai) is prohibited
- The operation of replica websites and of any kind of booter / stresser website is prohibited
- Leak forums – forums on which compromised accounts or access credentials are shared.
- Adult (pornographic) forums – forums on which pornographic content is exchanged or traded.
- Any bulk mailing campaign to a recipient list that has not gone through double opt-in.
- Sending large volumes of mail simultaneously to qq.com addresses (for example several hundred messages at once), in particular where the traffic is predominantly directed to qq.com; in such a case we are unable to provide the service.
- Deceptive activity against the services of third parties, for example the creation of several e-mail accounts in order to appear as several different users while in reality being a single organisation.
- Single-account "forwarder" services that forward a large number of domains through one account.
- Sending SMS messages via e-mail.
- The operation or promotion of counterfeit e-commerce websites.
- Any activity connected with the v2board system or with services related to it.
- The configuration of e-mail forwarders that causes the limit of 400 e-mails sent per hour to be frequently exceeded.
- Any e-mail that is **not intended for human reading** qualifies, in the view of the receiving provider, as **unsolicited mail (spam)**.
- It is prohibited for the **Customer** to present themselves as a third party sender by spoofing the "From" headers.
- It is prohibited to send e-mail on behalf of a domain (i.e. one appearing in the "From" header) that the Customer does not own or manage.
- Engaging in the activities set out in 3.1 and 3.2 is prohibited



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## 3.10. Terms of use for the storage service:

- Engaging in the activities set out in 3.1 and 3.2 is prohibited.
- It is prohibited to store, transmit, run or share, by means of the service, content that is unlawful, infringing, in breach of copyright, harmful, deceptive or grossly offensive to public decency.
- It is expressly prohibited to store, transmit or share child pornographic content, or any content, link or contact detail pointing to such content.
- The service may not be used as a public file-sharing platform.
- It is prohibited to use the service for viruses, phishing content or any other purpose contrary to its intended use.
- Excessive loading of the service is prohibited, in particular by processes that jeopardise the operation of the services of other Customers.
- The Customer is obliged to keep the access credentials confidential. The Service Provider assumes no liability for damage arising from the loss, disclosure or unauthorised use of these credentials.
- The Service Provider does not make separate backups of the data stored within the service. Backing up and retaining the data is in all cases the Customer's own responsibility.
- In the event of data loss, accidental deletion, faulty synchronisation, unauthorised access, technical failure or termination of the service, the Service Provider is under no obligation to restore the data or to pay compensation.

3.11. Should the **Customer** find any fault, they are obliged to report it to the **Service Provider**.

3.12. The **Customer** must pay the fee set out in the price list for the service used.

3.13. In the event of late payment, the **Service Provider** may restrict the services, charge default interest at the statutory rate, and pass the Subscriber's data to a debt collection company it works with.

3.14. Changing the IP address or resources of the service by any method not approved by the **Service Provider** is expressly prohibited.

3.15. If any activity of the Customer persistently damages the reputation of the Service Provider's IP addresses and thereby causes it loss, the Service Provider may terminate the service. The same applies if the Customer repeatedly fails to protect their service properly - for example with secure passwords - as its security is solely the Customer's responsibility.





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## 4. TERMINATION OF THE SERVICE

- 4.1. The **Service Provider** is entitled to restrict the services provided to the **Customer** where the **Customer** uses or configures them otherwise than as intended, or endangers them.
- 4.2. Where the improper conduct of the **Customer** has caused loss to the **Service Provider**, the **Service Provider** may bring a claim for damages against the **Customer**.
- 4.3. Where the conduct of the **Customer** towards the **Service Provider** is harmful or offensive, the **Service Provider** may terminate the contract with immediate effect.
- 4.4. Failure to read the documents published on the **Service Provider**'s website does not excuse non-compliance with them. A breach of the Contract will result in termination of the Contract.
- 4.5. The **Customer** is under no obligation to give notice that they no longer require their service; in such a case the service is automatically terminated within 5 days.
- 4.6. Upon termination of the **Contract**, any unused balance in the **Customer**'s account will be forfeited and cannot be reclaimed.
- 4.7. Upon termination of any service, the **Customer** may have the option of requesting temporary access to the data, at the latest within the data retention period indicated on the website of the **Service Provider**.

Restoration or the provision of temporary access is subject to a separate fee, the current amount of which is set out on the website of the **Service Provider** or in an individual offer.

The **Service Provider** does not guarantee that an expired, terminated or deleted service can be restored in every case, or that the data stored on it remains accessible. The possibility of restoration depends in all cases on technical availability.



## 5. CUSTOMER SERVICE

- 5.1. The **Customer** may request configuration assistance from the **Service Provider**; the **Service Provider** is not obliged, however, to carry out the settings, and assumes no liability for the configuration.
- 5.2. If the **Customer** is dissatisfied with the **Service Provider**'s work, believes that the **Service Provider** has failed to fulfil a request, or believes that their human dignity has been violated, they may submit a written complaint to the **Service Provider**. The **Customer** may not claim compensation on this basis.
- 5.3. An ancillary service is any additional service provided in connection with an existing Service.
- 5.4. The following qualify as ancillary services:
- Configuration assistance
  - IP address
  - Additional resources
- 5.5. **Customer service** activity extends exclusively to questions connected with the Services.
- 5.6. The **Customer** is not entitled to demand, in any manner, information on the technical characteristics of the equipment providing the service.
- 5.7. The **Service Provider** may not be held liable for slower-than-usual responses to incoming messages on non-working days, rest days or public holidays.
- 5.8. The **Service Provider** assumes no liability for the conduct of the **Customer**.
- 5.9. Hungarian premium-rate customer service line  
(Available exclusively for technical issues relating to payments made via premium-rate calls. For all other matters, please contact the general Customer Service.)
- **Customer service** provided by: InFo-Tech 2006 Informatikai és Szolgáltató Betéti Társaság
  - **Customer service** e-mail address: info@info-tech.hu
  - **Customer service** telephone number: +36-70-33-63-926
  - **Customer service** postal address: 5200 Törökszentmiklós, Almásy út 29.



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## 6. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 6.1. The **Service Provider** ensures that third parties cannot access the files or data stored on virtual servers or dedicated servers.
- 6.2. The **Service Provider** may not be held liable for any indirect or consequential loss affecting the Customer.
- 6.3. The **Service Provider** is entitled to carry out maintenance on the machine serving the service without prior notice.
- 6.4. The **Service Provider** is entitled to suspend the services for an indefinite period.
- 6.5. It is prohibited to create several users on the \*.vipy.hu website.
- 6.6. The **Customer** may not infringe the right of the **Service Provider** to a good reputation.
- 6.7. The **Service Provider** is entitled to amend the General Terms and Conditions, and must inform its Customers 7 days before the change enters into force.
- 6.8. If any provision of these general terms and conditions becomes invalid and/or conflicts with statutory regulation, this does not affect the validity of the other provisions of this document.
- 6.9. The contracting parties shall, by mutual agreement, replace the invalid provision with a provision that, in economic terms and in its purpose, most closely resembles the invalid provision in a lawful manner. The above rule applies accordingly in the event of omissions.
- 6.10. The **Customer** is entitled not to accept a unilateral amendment of the contract; the **Service Provider**, however, reserves the right to amend the contract unilaterally, in which case the **Customer** may terminate their service by e-mail.
- 6.11. If the **Customer** becomes involved in any dispute with another **Customer** or any other person, including a legal or transactional dispute, the **Service Provider** will not intervene. The **Customer** shall indemnify and hold the **Service Provider** harmless against all related claims, demands, losses and damages.
- 6.12. Where a backup made by the **Customer** of their Virtual server or Web hosting, including the e-mail accounts, is unavailable for any reason, the **Service Provider** may not be held liable for its absence.
- 6.13. All content of any kind connected with the **Service Provider** is protected by copyright. Its misappropriation and copying are prohibited.



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- 6.14. If a legal dispute arises between the **Service Provider** and the **Customer** as a result of the **Customer's** breach of this Contract, the **Customer** shall reimburse the **Service Provider** for all resulting costs, including reasonable legal fees.
- 6.15. In compliance with the law, the **Service Provider** issues an electronic invoice or an electronic receipt in respect of the balance top-up, depending on which the **Customer** chooses.
- 6.16. The **Service Provider** assumes no liability for the availability of free services.
- 6.17. The **Service Provider** does not assume liability for the personal data collected by the **Customer** and stored within its Service.
- 6.18. Where a legal dispute between the **Service Provider** and the **Customer** is not settled during negotiations conducted with the **Service Provider**, the **Customer** is entitled to: lodge a complaint with the consumer protection authority, and initiate proceedings before a Conciliation Body.
- 6.19. The **Service Provider** assumes no liability for damage or consequences arising from a restriction or suspension of the service carried out as a result of a court or authority decision, a statutory obligation, or the negligence of the **Customer**.
- 6.20. The liability of the **Service Provider** does not extend to damage arising from disruptions, restrictions or outages in the operation of the services provided by it, including in particular but not exclusively loss of revenue, data loss and any decrease in traffic. The **Customer** acknowledges that the **Service Provider** bears no liability for damages whatsoever in respect of such restrictions or disruptions, and that these may not form the basis of a claim for damages.



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Contact details of the Conciliation Bodies:

Győr-Moson-Sopron County Conciliation Body:

Address: 9021 Győr, Szent István út 10/A

Tel.: +36 (96) 520-217

E-mail: [bekelteto.testulet@gymsmkik.hu](mailto:bekelteto.testulet@gymsmkik.hu)

Web: <https://gymsmkik.hu/bekelteto>

- 6.21. In the event of a dispute arising between the **Customer** and the **Service Provider**, exclusive jurisdiction lies with the Court having competence at the registered seat of the **Service Provider**:

Győr District Court

Address: 9021 Győr, Szent István út 3.

Tel.: +36 (96) 508-700