



SWG General Terms of Contract For service licence buyers / users

Since 09.08.2023.

SEN World Group (Business Center, Al Shmookh Building, UAQ Free Trade Zone, Umm Al Quwain, UAE, Licence No: 3149, VAT/TRN: 100234967600003 hereinafter: SWG) is engaged in the development of online software (hereinafter: software) and selling of the licence of this software.

The party being in contractual relationship with the Client is SEN World Group (hereinafter: “SWG”). The terms used herein are defined in Annex 1, to be found at the end of this General Terms of Contract. However, the terms included in Sections 1 through 14 of the present General Terms of Contract shall have legal relevance.

1. The scope of the contract

1.1 Software licences (hereinafter: “purchases”) purchased by the Client on SWG’s own website (www.sebholding.com) will be recorded in the SWG System. In order for the Client to be able to use the benefits of the software licence, basically the following possibilities are at the Client’s disposal to process the purchases: bank card or bank transfer. Detailed description of possibilities of performing purchases are included hereunder, in section 4.2. SWG services are electronic licence services for which the right of withdrawal is non-existent. In compliance with international law: “with respect to digital content provided on a nontangible medium, if the Seller has commenced performance with the express prior consent of the Buyer, and at the same time the Buyer has stated his acceptance of the loss of his right of withdrawal after the commencement of the performance.” SWG Client expressly acknowledges that SWG Client waives his right of withdrawal after the commencement of the performance of the licence service because the licence service he uses is an electronic service not provided via digital media. The service related to the licence purchased by the Client will be available immediately upon payment of the purchase.

1.2 With its information system operated on the Internet, the SWG System enables keeping electronic records. Every Client has his separate Web office which contains his personal data provided during registrations and the software licences he purchased.

2. The basis of the contract

2.1 Registration is done on the SWG website, by online registration. Registration takes place by accepting these General Terms of Contract. Following registration, you become a Client of SWG, therefore you will get a personal client number (hereinafter: “Client ID”), which is transferable in some cases. The Client ID enables to identify the Client in the SWG System.

2.2 The Client declares that the data supplied to SWG during registration conform to reality. In respect of any false information for the supply of which the Client is liable, the Client shall exempt SWG from any indemnification or any other claims. The Client shall be obliged to report any change in his personal information supplied at the time of registration (especially: address of residence, e-mail address, bank data, phone number, etc.) to SWG. In interpreting this GTC, the name SWG shall not exclusively mean SEN World Group, that created the SWG system, but also all enterprises belonging to the SWG group, that are entitled to operate and use the SWG system in the given country based on accreditation, agency or any other legal relationship with SWG.

2.3 For all natural persons, basically only one registration (i.e. one Client ID) is permitted. In case of any multiple registration made for the sake of unauthorized client advantages SWG shall have the right to terminate the contract with well established reason and deny the advantages so obtained by the Client. In case of multiple registration, the latest registered ID numbers will be deleted. Furthermore, any advantages that were obtained exclusively as a result of multiple registration will be made void. The Client can operate his own personal Web office on SWG’s website, which he can name himself at the time of registration, for instance according to the following scheme:

<https://www.senholding.com/xyxyxy>

3. Legal relationship

3.1 SWG and the Client, as contracting parties to this agreement, are legally and financially autonomous entities, market players that are independent of each other. No work or service relationship or membership in any company (with special regard to membership in an association) is created between SWG and the Client. The Client is entitled to use the licences of the purchased products or to their retail resell at his own discretion. Conducting of retail activities takes place in the frame of activities made in an autonomous way, and legally independently from SWG.

3.2 In addition to that, the Client shall not be entitled to further compensation for his activities. Furthermore, the Client shall not be entitled to any allowance for expenses.

3.3 The Client is not entitled to represent SWG, to make or accept any declaration. Furthermore, the Client is not entitled to accept cash in the name of SWG, or to execute a prompt collection order. In case of a breach of this section 3.3, for which the Client is liable, SWG shall have the right to terminate the contract with well established reason.

3.4 The Client shall not be entitled, without preliminary written consent from SWG, to do the followings:
(a) to use the logos, markings, trademarks, claims, domains or other markings and similar things of SWG or companies belonging to the SWG group, or the Partner Companies;
(b) to prepare business cards, presentations, videos, audio files, screenshots, web contents, media contents, fliers, leaflets, web pages, apps (applications), advertising materials, grouped postal deliveries, correspondences, home pages and similar things on SWG or the SWG System, or to publish such information (on websites such as Youtube or Facebook);

4. The SWG System

4.1 Based on this agreement, the Client is not obliged to perform any mediation, further advertisement, he is not obliged to perform purchases and use services, he is not obliged to perform any result relating to the above; he is entitled to participate in the operation of the SWG System only at his own discretion and his own business risk. SWG shall neither perform any payment of money, nor provide any services to the Client as a remuneration for the joining of new Clients.

4.2 When performing purchases, the Client may use the following possibilities:

In case of purchases made in the SWG System:

Purchase made with online bank card payment

Payment made by bank transfer.

5. Services and license rights offered by the SWG System

SWG software licences are available on www.senoffers.com website after login.

5.1 SWG Webeditor: Licence for web page editor

5.2 SWG Newsletter: Autoresponder, i.e. an automated mail SWGding system

5.3 SWG Market Place: licence for advertisement portal

5.4 SWG Speaking Book: software licence to create audiobook

5.5 SWG Adlinks software licence to create Link

5.6 License and service fees:

SWG Webeditor license:

For Clients 50€/1 month

For Distributors 35€/1 month

SWG NewsLetter license: There are two options to choose from. VIP or VIP Pro subscription is possible.

VIP Licence:

For Clients 500€/1 month, including gratis usage for further 9 months

For Distributors 300€/1 month, including gratis usage for further 9 months

VIP Pro Licence:

For Clients 100€/1 month,

For Distributors 60€/1 month,

When purchasing the first software licence, the Master account is created as a Master Newsletter service. Each purchase then creates a new subaccount as a sub-Newsletter service. The Master account has the username and password provided in the SWG System, and the sub-Newsletter licences have a centrally generated username and password. In each case, the period of use of the VIP software licence is 1 basic month and another 9 gratis months, the period of use of the VIP Pro software licence is 1 basic month. Gratis months include a Letter Voucher which is an extension of the Master account licence or any subaccount licence beyond the 1 basic month.

The product is accessible via subaccount only and exclusively at www.senletter.com.

SWG Market Place service:

For Clients 50€/1 month, including gratis usage for further 5 months

For Distributors 35€/1 month, including gratis usage for further 5 months

SWG Speaking Book license:

For Clients 50€/1 month

For Distributors 35€/1 month

In case of subscribing for several months, first the subscribed (paid) months will be used, then the accumulated gratis months.

SWG Adlinks licence:

For Clients 20€/1 month

For Distributors 10€/1 month

SWG reserves the right to change prices.

5.7. Termination of license and services, notice (withdrawal):

The client has the right to use these licenses and services in advance, even for several months. If, in respect of services and licenses paid in advance, the client waives/cancels the ordered licenses or services for any reason the client is responsible for, SWG does not make it possible to pay back the fees of already used months (i.e. for the period from the day of starting the licenses or services until the time of canceling, for each started month). In respect of periods not yet used, the fees of services and licenses will be paid back to the Client, following deduction of an administration fee.

The sum of administration fee:

SWG Webeditor license: 30€/1 month

SWG Letter VIP license: 150€/1 month, the fee of extending the service: 150€/1 month,

SWG Letter VIP Pro license: 45€/1 month,



SWG Market Place service: 30€/1 month,
SWG Speaking Book license: 30€/1 month.
SWG Adlinks: 5€/month

6. Personal client interface

6.1 SWG provides to all Clients a personal client interface on the www.senholding.com website (login interface) free of charge, where, after entering the user name and password, transactions completed, data of the purchased licences are available can be checked at any time. In case of unavailability of the SWG web pages and the login interface at www.senholding.com, SWG's responsibility is limited as determined in Section 13.

6.2 The data required for accessing the personal client interface (user name, password, PIN code) shall be stored by the Client at a safe place and treated confidentially. Login credentials shall not be made accessible for third parties under any circumstances. Personal settings can be changed by the Client at any time under www.senholding.com (login interface).

6.3 The Client shall report any misuse relating to online login to SWG without any delay. Following the prompt disabling of online login, the Client will receive modified login credentials in SMS, e-mail or by post. In respect of any damages caused as a result of misuse of login credentials, SWG's responsibility is limited as determined in Section 10.

7. Data protection

7.1 It is necessary for the operation of the SWG system that SWG, as a data handler, will collect, store and process personal data of the Client. The Client agrees that SWG can use the Client's data also for the purpose of providing customized information on offers and products of SWG and SWG's Partner Companies.

7.2 All requests for information concerning the data, modification or deletion shall be submitted directly to SWG, in writing or in e-mail.

7.3 Further data protection dispositions that are important in respect of the use of the SWG website are included in the data protection regulation accessible at www.senholding.com.

7.4 SWG applies internationally recognized security technology in order to save the Clients' data for any unauthorized access. SWG shall bear responsibility in respect of data forwarded over the Internet only as determined in point 9. The data protection contribution will be provided in a separate document.

8. Breach of contract

8.1 SWG's service in the SWG system is limited to the operation described in this GTC.

9. Responsibility

9.1 SWG shall bear unlimited responsibility for any damage relating to offense to life, physical integrity or health resulting from any willful or careless breach of obligation by SWG. SWG shall also bear unlimited responsibility for damages resulting from any willful or serious careless breach of obligation by SWG.

9.2 SWG's responsibility shall be limited to typical and foreseeable damages in case of careless breach of obligations that are of basic importance for the appropriate and flawless performance of the contract, and in the performance of which the Client has or can have confidence accordingly (primary obligations).

9.3 hereunder. This shall apply especially to cases when SWG has not committed any imputable offense, for instance:

(a) interruption of the Client's Internet access;

- (b) other technical or electronical faults (i) during data communication over the Internet; and/or (ii) during the use of SWG Internet portals, SWG applications connected to mobile devices, if the fault occurs from outside of SWG's scope of responsibility;
- (c) technical and electronical faults not imputable to SWG, which prevent the recording of purchases made in the SWG System (especially any tracking outage and resulting data losses);
- (d) inappropriate availability of mobile networks and terminals; and
- (e) inappropriate operability of the Client's mobile terminal devices.

9.4 If the responsibility of SWG is limited or excluded, such limitations or exclusions shall also be valid in respect of the personal responsibilities of SWG's employees and legal representatives.

9.5 The limitation and exclusion of SWG's responsibility in accordance with the present section 9. shall not affect SWG's responsibilities that exist on the basis of legal regulations the application of which is obligatory, so especially product responsibility, warranty for accessories or any responsibility undertaken for any property of the product.

10. Fees

10.1 Registration in the SWG system and the client status are free of charge for the Client.

11. Termination of the contractual relationship by the Client

11.1 The Client has the right to terminate his contractual relationship with SWG at any time by a declaration made in writing or sent in e-mail. Furthermore, during the term of the contractual relationship, the Client is not obliged to make purchases, acquire Clients or perform any other activities in the frame of the contract.

12. Termination of the contractual relationship by SWG

12.1 SWG has the right to terminate the contractual relationship by regular termination, i.e. with a notice period of 30 days, without having to give a reason; or, with a substantial reason, with immediate effect. Substantial reasons include, in addition to offense to the goodwill of SWG or its actual Partner Companies, especially the breach of substantial contractual obligations. Such substantial contractual obligations are, among others, the Client's obligations determined in points 2.3, 3.3 and 3.4.

12.2 The Client undertakes that, in case of a breach of contract attributable to him, he shall fully exempt SWG in respect of any claim or procedure. This also applies to the costs of exempting third persons in respect of such claims. SWG shall also have the right to claim indemnification from the Client for any damages suffered by SWG as a result of the Client's breach of obligation, also including the costs of legal procedures.

12.3 In case of termination of the contractual relationship the Client may claim only those client benefits the activities serving as a basis of which have been already performed until the time of termination of the contract.

13. General dispositions

13.1 The Client may transfer any claims he is entitled to from SWG to another person, or use such claims as a security, only with a preliminary written consent.

13.2 Participation in the SWG system means only a relationship of barter, therefore it does not provide the basis for partnership or incorporation between the Client and SWG, especially no membership in an association is created.

13.3 At SEN World Group Fze, nobody can get extra income without buying an actual product or using a service. In accordance with international practice, SEN World Group Fze restricts registration for Clients related to arms or drug trade, money laundering, forbidden trading solutions, Ponzi (pyramid) schemes and similar activities. This section of the GTC has been included for the sake of defense against

and prevention of false or misleading information, providing full scope of information and the utilization of mutual benefits.

13.4 Any agreement individually negotiated with SWG shall have priority over these General Terms of Business. In respect of the contents of such agreements, a written contract or SWG's written acknowledging declaration shall govern. The parties hereto have not entered into an oral agreement. In addition to the above, SWG is entitled to hand over to the Client the contractual representations and all information necessary for the execution of the contract.

13.5 The modification of these General Terms of Contract and any other contract made in text form between the Client and SWG shall be regarded as accepted by the Client, if the Client does not reject or contradict in text form the modification within 30 days from making the modification accessible. At the beginning of such period of 30 days SWG specifically calls the Client's attention to the fact that his consent to the modification of the General Terms of Contract shall be regarded as granted unless he rejects or contradicts the modification in text form until the specified deadline. The modification of the General Terms of Contract shall be regarded as accepted by the Client only if such calling of the Client's attention has actually taken place. In such a case the Client has the right to terminate the contract. These General Terms of Contract can be accessed at SWG's website.

13.6 Should certain dispositions of the contract be fully or partially invalid or unenforceable, this shall not affect the validity of the other dispositions.

13.7 The law of the United Arab Emirates shall govern this contractual relationship. The original language of the GTC is Hungarian, therefore, in case of any misinterpretations resulting from translation, in case of litigation only the Hungarian version of the GTC shall prevail.

13.8 Registration and participation in the SWG system is possible after reaching the age of 14 years. Until the time of coming of age, a consent from the legal representative is necessary.

13.9 The Client undertakes to declare and pay any common charges, duties, taxes, etc. payable by the Client on the basis of the creation of client benefits independently and in time.

14.. Complaint handling

Complaints can be submitted in the following ways: at the given contact details, by post, or in e-mail (support@senholding.com).

Terms

“Clients” – all persons entering into contract with SWG aimed at the creation of client status with SWG on the basis of this General Terms of Contract, until this contract is in effect, i.e. none of the contracting parties terminates it by giving notice.

“Client ID” – a unique number assigned by SWG, serving to identify the Client and to record his purchases.

“Personal client interface” – the login interface of for actual Clients in the SWG website, as treated in more detail in point 7

SWG - Lifestyle