Previous version, valid from 7 October 2026 until publication of version 3. You can find the current version here: Terms and Conditions

Terms and Conditions for the RecSimple Subscription

As of October 2026 · Translation for information; the German version is the authoritative one.

1. Provider, scope

1. Your contracting party is **SmartbIT SG OG**, Krakaudorf 115g, 8854 Krakau, Austria, FN 682952 t (Regional Court of Leoben), e-mail office@smartbit.at ("we").
2. These terms apply to the subscription of the RecSimple software, including its trial period, that you conclude with us as a consumer. The contract language is German.
3. Obtaining the app from the Microsoft Store is governed by the operator of the Store. The subscription is concluded only with us.

2. Service

1. RecSimple records audio from the microphone or from the system audio and saves it as an audio file on your device. The scope of functions and the system requirements follow from the description on recsimple.com at the time of conclusion.
2. Without a running subscription the app only opens the sign-in window; saved recordings are kept.
3. We provide the updates needed to keep the software in conformity with the contract through the Microsoft Store for the duration of the subscription.

3. Customer account and trial period

1. Use requires a customer account with an e-mail address that belongs to you. An account may not be passed on.
2. Every subscription begins with a **free trial period: 14 days for the annual plan, 7 days for the monthly plan**. You put a payment method on file when you start. If you cancel in the customer portal by the last day of the trial period, the subscription ends without anything being charged; otherwise it continues as a paid plan afterwards. There is one trial period per person, regardless of the plan chosen; if it has already been used with the same e-mail address or the same payment card, the subscription is chargeable immediately.
3. You can delete your account at any time in the web customer account, even with a running subscription. Deleting the account ends the subscription immediately; time already paid for but not yet used is not refunded. If you want to use up the time you have paid for, cancel in accordance with clause 6 instead and delete the account afterwards.

4. Conclusion of the subscription

1. In the web customer account you choose the yearly or the monthly subscription and order on the checkout page of our payment provider Stripe; you can correct your entries until you submit them. The contract is concluded when you submit the order; without a trial period it is chargeable immediately, with a trial period from its end.
2. We send you the contract confirmation with the information required by § 4 FAGG and these terms by e-mail.

5. Prices, payment, device seats

1. The prices at the time of ordering apply:

Subscription	Price per device seat	Term
Yearly subscription	€29.99 incl. VAT	12 months
Monthly subscription	€3.99 incl. VAT	1 month

Final prices in euro including the VAT of the country in which you reside.

2. The price is due in advance for each term, for the first time after the end of the trial period, and is collected through Stripe.
3. A subscription covers **one device seat**; in the customer portal you can book up to 99 seats. You can replace one device with another at most twice every 30 days.
4. If a payment is not made, the subscription ends with the end of the last paid term.
5. Price changes apply only to new contracts; for a running subscription the agreed price remains.

6. Term, renewal, cancellation

1. The subscription runs for the chosen term and **renews automatically for the same term** unless it is cancelled beforehand.
2. You can cancel informally **at any time up to the last day of the term**: in the customer portal or by e-mail to office@smartbit.at. The subscription ends when the paid term expires; paid time is not refunded.
3. Before a yearly subscription renews we remind you by e-mail of the renewal and of your option to cancel.
4. We may terminate the subscription with one month's notice to the end of the term; we refund paid time that can no longer be used on a pro rata basis.
5. Either party remains free to terminate the contract without notice for good cause.

7. Right of withdrawal

1. As a consumer you may withdraw from the contract within 14 days of concluding it without giving any reason — by e-mail to office@smartbit.at or online via the Withdraw from subscription function in your customer account. Details and the model withdrawal form are on the page Right of withdrawal.
2. Upon withdrawal the subscription ends immediately. We refund all payments received from you without undue delay, at the latest within 14 days, using the same means of payment. If you withdraw during the trial period, nothing has been paid yet.

8. Right of use

1. For the duration of the subscription, including the trial period, you receive the non-exclusive, non-transferable right to use RecSimple on the booked number of devices.
2. Unless the Austrian Copyright Act mandatorily permits otherwise, copying, modifying, decompiling or passing on the software and circumventing the licence check are not allowed.

9. Your recordings

You are responsible for the lawfulness of your recordings, in particular for the consent of the persons recorded. RecSimple saves locally only; we have no access to your files and cannot restore them.

10. Warranty, liability

1. The Austrian Consumer Warranty Act (VGG) applies to defects. Please report defects to office@smartbit.at. We do not guarantee uninterrupted availability of the licence server.
2. We are not liable for slight negligence, except for personal injury and claims under the Austrian Product Liability Act.

11. Changes to these terms and conditions

Changes to these terms apply only if you agree to them; otherwise the contract continues unchanged and we may terminate it in accordance with clause 6.4.

12. Data protection

Which data we process is described in the privacy policy.

13. Applicable law, jurisdiction, complaints

1. Austrian law applies; you retain the mandatory consumer protection provisions of the state of your habitual residence.

2. For actions against consumers residing in Austria, § 14 KSchG applies; otherwise the statutory places of jurisdiction apply.
3. Please send complaints to office@smartbit.at. We do not participate in proceedings before a consumer arbitration body.

Previous versions

Version	Valid from–to	Links
Version 1	4 September 2026 to 6 October 2026	HTML · PDF
Version 2 (current)	from 7 October 2026	this page