

General Terms and Conditions
- for the use of the Hungarodo Platform -

Last modified: 1st January 2022

In order to make the changes of present General Terms and Conditions (hereinafter as: „GTC” or „Agreement”) more transparent we summarize each modification in the chart below with indicating the most important changes and the date from which the changes are effective:

Version	Effective date	Changes	Download
v1	2021.12.01.-	Initial version	

The aim of present GTC is to govern the legal relationship between

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Registered seat: **1052 Budapest, Deák Ferenc tér 3. (MEYER & LEVINSON emelet), Hungary**
Company registration number: **01-10-141632**
Tax number: **27515428-2-41**
Registered by: **Metropolitan Court of Budapest as Company Registry Court**
Represented by: **Péter Iván Erdélyi, János Gerzson, Gergely Szikszai as members of the board**
E-mail: aszf@hungarodo.hu
Web: <https://hungarodo.hu/>
(hereinafter as: „Hungarodo” or „Service Provider”)

and the users (hereinafter: “User”) of the service provided by the Service Provider under present GTC as described in detail below.

1. Introduction

- 1.1. The aim of of Hungarodo is to provide an online platform through which the enterprise resource planning system developed by Odoon SA (registered seat: Chaussée de Namur, 1367 Ramillies, Belgium, registration number: 0477472701, hereinafter referred to as: “Odoon”) can be used freely by anyone without purchasing and building the infrastructure necessary for the operation of the system at its own expense and with which the User is able to continuously expand or reduce the necessary resources according to its needs, and, as a general rule, without purchasing the enterprise resource planning system itself.
- 1.2. The purpose of these GTC is to govern the legal relationship between Hungarodo and the User, in the event when the User operates the internet and cloud-based online service platform (hereinafter referred to as: “Platform”) available through the website operated by Hungarodo under the domain <https://hungarodo.hu/> (hereinafter as: “Website”) and the ancillary services that facilitate the operation of the Platform (hereinafter collectively referred to as: “Service”).

2. Purpose of the GTC

- 2.1. The purpose of present GTC is to govern in a unified structure the rights and obligations of Hungarodo and the person concluding the contract for the performance of the Service in connection with the Service provided by the Service Provider, as well as the rules concerning the legal relationship between the parties.

3. Using the service

3.1. Registration

- 3.1.1. The use of the Service is subject to registration and payment of a fee.

- 3.1.2. During registration, the User is obliged to provide his/her e-mail address, name and a password required to log in to the user account, and the User must accept the provisions of these GTC and the Service Provider's Privacy Policy (<https://hungarodo.hu/privacy-policy/>). It is not possible to use the Service without fulfilling these conditions. By entering the e-mail address, the User declares that he/she has full control over the e-mail address provided during registration and the related account. Because the Service Provider does not have the possibility to check that the above circumstances are true, the Service Provider does not take any responsibility in connection with the misuse of the email account.
- 3.1.3. The User is responsible for keeping his/her email address and password necessary to access his/her account in a way that prevents unauthorized access. The User is obliged to notify the Service Provider immediately in all cases if he/she detects an unauthorized intrusion into his/her account.
- 3.1.4. By registering, the User acknowledges that the Service Provider may retain certain data after deleting the User's account in order to improve the quality of the Service, in such a way that they cannot be traced back to the User or the company in whose name the User is registered, and for whose benefit the User have used the Service.
- 3.1.5. By registering, the User declares that he/she has full rights in connection with the business entity registered in the Service or has received the authorization from the person entitled to do so. If it is subsequently proven that the User's statement contained in this section is untrue, the Service Provider excludes its liability for any consequences thereof.
- 3.1.6. The Service Provider provides the hardware environment required to run the Service; however, it is the User's responsibility to provide the appropriate tools and conditions to access it. The User may access and use the Service only on a device that is owned by hi/her or have full control over it and that has an operating system through which the Service runs as intended, provided that the User being responsible for ensuring that his/her device is is compatible and has all the required technical specifications to access and use the Service. The description of the conditions required to access the Service will be published on the Websites of the manufacturers of each application, regarding which it is always the responsibility of the User to read their content.

3.2. *Subscription*

- 3.2.1. The use of the Service is always subject to the payment of a fee (hereinafter as: “**Subscription**”), against which the Service Provider provides the User with limited access to the Platform for a period of one month. The Subscription fee that means the duration of the system usage and availability covers one month. The User may subscribe separately to certain functions of the Service available for a fee in his/her user account or at the online marketplace maintained for this purpose, and the User may also access the non-fee-based functions through this.
- 3.2.2. The User may find detailed information about the subscription packages available to the User and the related fees on the Website, and the payment methods more information is provided in Chapter 7 of these GTC.

4. **Content of the Service**

4.1. *Service provided by the Service Provider*

- 4.1.1. Within the scope of providing the Service, the Service Provider provides access to its self-developed Platform. By using the Platform, the User has the opportunity to use the enterprise resource planning system developed by Odoo, which may be done under a community license or an enterprise license (<https://www.odoo.com/page/editions>). The community license is subject to any additional fees. The enterprise license is subject to an additional fee, which provides access to all the services available under the community license, as well as additional application packages that provides access to a wider range of the Odoo system features. A description of the Odoo system and the entitlement associated with each licence can be found at <http://www.odoo.com>, and the general terms and

conditions for each version of Odoo can be found at <https://www.odoo.com/documentation/15.0/legal.html>.

- 4.1.2. By paying a subscription fee to the Service Provider, the User becomes entitled to use the Platform developed by the Service Provider, which enables him/her to operate the Odoo enterprise resource planning system without building the necessary infrastructure but using the Service Provider's platform to provide the resources optimally required for the Odoo enterprise resource planning system, by paying a separate fee, the list of which is indicated on the Website.
- 4.1.3. The User may authorize the Service Provider in the user account created upon registration to automatically provide the User with extra resources based on the data load measured by the Service Provider and based on the aforementioned authorization the Service Provider ensures the extra resources to the User, for the duration of the higher load that cannot be served or is harder to serve with the originally requested resources. In the course of this authorization, the User may also specify the maximum cost associated with the use of the extra resource, up to which limit the Service Provider may automatically activate the extra resource based on the User's authorization. In case of exhaustion of the cost limit, the extra resources will be automatically disconnected and will only be provided to the User by the Service Provider on the basis of a new authorization. When the budget is exhausted, the Service Provider will send a notification to the User.
- 4.1.4. In addition to the above, the Platform also provides access to a so-called app collection, through which the User may obtain additional add-ons for the Odoo ERP system which will make the system even more widely usable free of charge or for a fee.
- 4.1.5. The Service Provider expressly draws the User's attention to the fact that the Service Provider acts as an intermediary in relation to the services under Sections 4.1.1. and 4.1.3. meaning that the contract between the developer/distributor of the software and the User is concluded directly, all rights and obligations are directly assigned to and binding on the developer/distributor of the software and the User, and the Service Provider also acts as an intermediary in the collection and forwarding of the license fees to the appropriate place. **The use of any application, in particular the Odoo application, automatically implies acceptance of the relevant terms and conditions, license agreements and data processing rules.****
- 4.1.6. The Service is available in Hungarian, English and German.
- 4.1.7. The Service Provider draws the User's attention to the fact that the Service Provider disclaims any liability with regard to the correctness of the functions of the Service, information and possible suggestions published on the Website and other pages being in the Service Provider's interest and maintained in connection with the Service, and that the information published in this way does not constitute the Service Provider's opinion, nor does it constitute legal or tax advice.
- 4.1.8. The Service Provider reserves the right to provide the Service to certain Users with specific conditions and content in its sole discretion, but the Service Provider shall not be obliged to so and the User shall not be entitled to demand it.

4.2. *Additional applications*

- 4.2.1. As specified in Section 4.1.3, the User may purchase additional applications (hereinafter referred to as: "**Additional Services**"), which provide the Odoo ERP system a functionality in an even wider range. The Service Provider informs the User that the Additional Services provided by these applications are provided to the User by the developer of the applications.
- 4.2.2. In any case, the Additional Service is subject to the terms and conditions of the provider of the relevant application, the path to which is indicated on the Platform. By using the Additional Service, the User necessarily accepts the terms and conditions and the privacy policy of the developer of the Additional Service.

- 4.2.3. By accepting the terms of these GTC, the User acknowledges that the use of the Additional Service establishes a data connection between the Odoo ERP system in the course of using the Service, which results in a two-way data transfer, i.e. certain data generated in the Odoo system are transferred to the provider of the Additional Service and certain data generated in the Odoo ERP system are transferred to the Service Provider.
- 4.2.4. The User shall be responsible towards the developer of the respective application for compliance with the terms and conditions required for the use of the Additional Service, and the Service Provider shall not be liable in connection therewith, for example, if the developer of the Additional Service suspends or terminates the provision of services, including the Additional Service, or if any errors occur in connection therewith, or if there is a service outage or unavailability.

5. Availability, modification and termination of the Service

- 5.1. Although the Service Provider aims to ensure that the User always has access to the Service, it cannot guarantee this as it uses the services of an external service provider to run the Platform, and that the Platform can also be used to access applications from various service providers and developers, which services are also beyond the control of the Service Provider. By registering and using the Service, the User accepts and acknowledges that there may be certain instances when he/she cannot access his/her account and use the Service. If possible the Service Provider will, inform the User of such cases in a timely manner, but will not be liable for the occurrence of such cases, even if this has resulted in the loss of data or any damage to the User.
- 5.2. The Service Provider does not assume any responsibility and does not guarantee that the Service will meet the User's needs, that its provision will be uninterrupted or that it will be free from defects, although the Service Provider will use its best efforts to ensure these conditions. The User shall not be entitled to make any claim against the Service Provider on account of the foregoing.
- 5.3. The Service is continuously improved and developed by the Service Provider and the developers of the Additional Services in the interest of the User, who may add new features, but may also restrict, suspend or even terminate them at any time. If the User decides to discontinue using the Service, he/she may do so at his/her own discretion, but in such case he/she shall not be entitled to make any claim against the Service Provider, in particular to claim a refund of the prepaid availability fee for the Service for the period in question. The foregoing shall also apply in the event that the Service Provider limits, suspends or terminates the Service at its own discretion.

6. Using the Service

- 6.1. The User shall use the Service for its intended purpose and shall use the Service solely for its own benefit and in connection with its business activities.
- 6.2. By accepting the terms and conditions of this Agreement, the User also accepts and agrees that if the Service Provider detects that the User is using the Service in a manner that is not in accordance with its intended purpose, in violation of the law or otherwise contrary to the terms and conditions set forth in these GTC, the Service Provider may terminate the User's access without prior notice and without giving any reason or permanently delete the data uploaded by the User and the User itself.
- 6.3. The User acknowledges that if the User's registration is terminated for any reason, the Service Provider shall not be obliged to pay a refund of the availability fee for the given period.

7. Fees, terms of payment

7.1. General terms

- 7.1.1. By accepting the provisions of this Agreement, the User acknowledges that in case of using certain functions of the Service, the User is obliged to pay a fee for a pre-determined period.

- 7.1.2. The fees for subscribing to the Service are always indicated in euros, in addition to which the Service Provider clearly indicates to the User in all cases that the fees are also subject to VAT. In no case is the Service Provider obliged to refund the value added tax.
- 7.1.3. Subscription fees include the costs incurred in connection with the use of the Service, the fees for certain Additional Services and, where applicable, the fees for the Odoo ERP system, but do not include the costs necessarily incurred by the User in connection with its use (e.g. internet service fees, fees for the power consumption of the device used by the User to access the Service, etc.), nor do they include fees for use in excess of the basic platform usage fee as published on the Website, or additional fees as indicated on the Website.
- 7.1.4. If, despite all the care and prudence of the Service Provider, an incorrect price is displayed on the Website for any reason (e.g. system error), then the Service Provider is not obliged to provide the Service at the incorrect price, but may offer the User to provide the Service at the correct and actual price, after which, knowing the actual price of the Service the User may withdraw the order. If the User does not withdraw, he/she is obliged to pay the correct fee to the Service Provider
- 7.1.5. Prices are incorrect in particular, but not limited to if::
- a clearly incorrect, unrealistic price which differs significantly from the well-known, generally accepted price of the Service;
 - "0" EUR or "1" EUR price that may appear due to a system error;
 - other noticeably disproportionate price;
 - any price different from the price indicated on the landing page, provided that a discount coupon was not used when purchasing the subscription.
- 7.1.6. The Service provider is exempted from any liability arising from price indications resulting from data entry errors, incorrect, faulty data etc. to the fullest extent permitted by law.
- 7.1.7. The Service Provider reserves the right to change the price at its own discretion. The User further acknowledges that the fees for using the Service may change if a government agency or authority imposes any taxes, fees or similar public charges in connection with the Service or, for example, increases the VAT rate, and if the developer of the Additional Service changes its tariffs. makes its existing paid service free of charge, or vice versa, or if Odoo changes its license and fee payment terms.
- 7.1.8. The Service Provider may, at its own discretion, decide to provide a discount from the subscription fee in general, or applicable to a certain group of users or to a specific User, but the User is not obliged to claim it. In case of applying a discount, the Service Provider always indicates the original and the discounted price, as well as the extent of the applied discount.
- 7.1.9. The Service Provider is not obliged to refund the subscription fee or a part thereof to the User in any case, except for any errors or mistakes attributable to the Service Provider.
- 7.1.10. In all cases, the Service Provider shall issue an invoice for the fee paid by the User in accordance with this Agreement in the order prescribed by the accounting and tax legislation once a month and send it to the e-mail address provided by the User during registration. The Service Provider issues its invoice electronically in connection with which by accepting the terms of this Agreement the User gives its consent to the application of the electronic invoice in accordance with Article 175 Section (3) Point b) of Act CXXVII of 2007 on Value Added Tax. The Service Provider informs the User that the invoicing takes place per calendar month cycles, so if at the first payment cycle there are fewer days left from the given month than the number of days in the whole month, at the first time the User will be charged until the first day of the following month. and thereafter in accordance with the provisions of Section 7.1.10.

7.2. *Payment of fees in addition to the Subscription Fee*

7.2.1. The Service Provider informs the User that the not recurring usage fees in excess to the limits published on the Website and forming part of the Service (especially, but not exclusively, more users, need for more resources, providing a test system, extra resources automatically provided according to Section 4.1.3) etc.) may be charged for the User in proportion of the extra use and simultaneously with the fees for the subject month. The amount and category of such fees may be found by the User on the Website. Such fees shall be paid on a monthly basis in accordance with Section 7.1.10. however proportionally to the use. where the unit of accounting is 1 day regardless of the frequency with which its charge is indicated. Based on these, the User is only obliged to pay the extra fees on a monthly basis for the number of days he/she used them, regardless of the period during which the extra service was used.

7.3. *Fee of the Additional Services*

7.3.1. The User is obliged to pay the fees related to the use of the Additional Service through the Service Provider in accordance with the tariff set by the Service Provider and the invoicing and payment of which is governed by the provisions of these GTC.

7.4. *Payment*

7.4.1. The User may pay the Service Fee to the Service Provider by credit card. If the credit card option is not available for some technical reason, or if this payment method is not acceptable to the User, a bank transfer payment method is also available for which, please contact our Company.

7.4.2. To process credit card payment the Service Provider use the services of external service provider, Barion Payment Zrt. (registered seat: 1117 Budapest, Irinyi János utca 4-20. 2nd floor, Hungary, company registration number: 01-10-048552, phone number: +36-1-464-7099, web: www.barion.hu (hereinafter referred to as: "**Barion**") and PayPal (Europe) S.à r.l. et Cie, S.C.A. (registered seat: 22-24 Boulevard Royal L-2449, Luxembourg, registration number: B118349, hereinafter referred to as: "**PayPal**").

7.4.3. With regard to the provisions set out in Section 7.4.2 above, the User does not provide his/her payment data directly to the Service Provider, but to Barion or PayPal, and the payment data is processed by the latter's secure payment system. This is made possible by a technical solution whereby the User enters his/her card details on the application interface, but the space for this is provided by Barion within the application, so that the Service Provider does not have access to these details. The Service Provider only sees the data from the Barion or PayPal system that are indispensable for the identification of the payment initiated by the User, in order to be able to verify that the payment obligation has been fulfilled.

7.4.4. Payments made through Barion's system is subject to Barion's general terms and conditions (<https://www.barion.com/hu/altalanos-szerzodesi-feltetelek/>) which the User also accepts by accepting these GTC. The general terms and conditions of PayPal (<https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>) apply to payments via the PayPal system, which the User also accepts by using the PayPal system and by accepting these GTC.

7.4.5. If the User initiates the subscription, the Service Provider will charge the subscription fee to the User's credit card provided by the User in the system of Barion or PayPal as referred to in Section 7.4.3. The fees related to Subscription shall be invoiced monthly in arrears in the month following the subject month. The Service Provider shall issue an invoice for the Subscription fee on the first day of the month following the subject month calculated on the basis of the use of the Service by the User in proportion to the system usage as of the last day of the subject month. The User may pay the amount indicated in the invoice within 8 days by means of a payment by credit card initiated within the Platform, which the User may make through the payment service providers Barion or PayPal. If the User fails to pay the invoiced amount within the payment deadline, the Service Provider will send the User a payment reminder to settle the debt, in which case the User will have 5 more days to pay. If

the User fails to pay within this period, the Service Provider will send the User a second payment reminder with a payment deadline of 3 days. If the User fails to make payment after the second reminder, the Service Provider shall terminate the system resource necessary to run the Service and, if 15 days have elapsed since the second reminder, the User's Subscription shall be terminated. The Service Provider may charge the User a fee for reconnecting the disconnected system resources.

8. Termination of the subscription

- 8.1. If at his/her sole discretion, the User decides not to use the Service and has indicated this intention to the Service Provider, the User is entitled to use the Service until the end of the period covered by the subscription fee paid by him/her.
- 8.2. If it is the Service Provider who terminates the User's subscription – for example, because the User has violated the provisions of this Agreement or the relevant laws or has not fulfilled its obligation to pay the fee – the Service Provider shall terminate the User's subscription with immediate effect regardless of the fee paid, in which this case, the User is not entitled to a refund of the subscription fee.

9. Warranties

- 9.1. The Service Provider warrants that the Service provided on the basis of these GTC is suitable for its intended purpose and complies with the requirements specified in accordance with these GTC, as well as the relevant legal provisions in force at any time.
- 9.2. The Service Provider informs the User that the software applications available on the Website are not software developed by the Service Provider, their use is always governed by the provisions of the general terms and conditions of the developer of the given application. With respect to the latter, the Service Provider informs the User that it cannot take responsibility for the operation and reliability of the various software applications.
- 9.3. However, the Service Provider is responsible for the fact that the Odoo system and the back-end system for the non-infrastructure Additional Service are self-developed, and that no third party has any rights that would prevent or restrict its use by the User. Should a third party raise any claim against the User, the Service Provider shall indemnify the User against all possible claims made by these third parties against the User for the use of the Service Provider's system or because as a result their rights have been violated by the User, or upon the first request, the User will reimburse all damages arising out of or in connection with this, however, this does not apply to the individual Software, where the User may assert his/her claim directly against the developer of the given software.

10. Copyright and intellectual property rights

- 10.1. The Service provided by the Service Provider to the User under this Agreement (hereinafter also referred to as “**Software**”) is a copyright work and thus protected by copyright and is subject to the provisions of Act LXXVI of 1999 on Copyright (hereinafter as: „**Copyright Act**”). The Act and is. The Software is the sole development of the Service Provider, and as an author the personal and proprietary rights related to the Software are without limitation owned by the Service Provider.
- 10.2. Under Article 9 Sections (2) and (3) the personal and proprietary rights related to the Service as a copyrighted work are not transferable, nor can they be transferred to a third party in any other way, and the author cannot waive them, these rights belong to the Service Provider. Based on this, the Service Provider has the right to have its name indicated as the author. In light of the foregoing, the User may not and will not acquire any ownership rights in the Software under this Agreement.
- 10.3. Under Article 9 Section (6) and Article 16 Section (1) the exercising of proprietary rights attached to a copyrighted work may be transferred to a third party under an agreement. Pursuant to this Agreement, the Service Provider, exercising its proprietary rights, grants the User a territorially unlimited right of use in connection with the Software for the duration of this Agreement. Based on

the right of use granted by the Service Provider, the User and the User's employees and subcontractors become entitled to use the Service. The User is only entitled to use the Software in the course of its business operation, in accordance with its intended purpose and exclusively for its own business purposes.

- 10.4. With respect to that the User does not acquire any other proprietary rights under this Agreement other than the use of the Service, with the exception of those involved in the conduct of its business activity the User may neither transfer or make available the use of the Service or the related documentation to a third party, either free of charge or for a fee, nor entitled to authorize, duplicate or distribute, sublet, place on the market, process, modify, alter the Software or make available to the public in any way other. Furthermore, the User is not entitled to disassemble, decompile, construct, analyze or otherwise inspect the Service. The User may not decipher the source code of the Service and may not search for source code, object code or basic structures or algorithms. The User must do everything possible to prevent the previous prohibited operations from being carried out by third parties.
- 10.5. Any violation of the provisions of this chapter is considered a serious breach of contract, due to which the Service Provider is entitled to terminate the Agreement with immediate effect, and the User is obliged to indemnify the Service Provider in a lump sum of HUF 50,000,000 in words fifty million Hungarian Forints at first request. The Service Provider is entitled to enforce damages against the User in excess of the penalty.
- 10.6. The remuneration to be paid by the User under this Agreement includes the consideration for the right of use.
- 10.7. The provisions of this Agreement related to copyright do not affect the rights of the User with respect to the data generated, registered and transmitted by the User through the Service. The rightsholder of this data is the User and the Service Provider, is not entitled to dispose this data or to use it in any way – except in the case of data transmission resulting from integration with other systems.
- 10.8. The slogans „Odoó Magyarul Hungarodo!” (Odoó in Hungarian is Hungarodo) and „Hajózzon a tennivalók tengerén a Hungarodo megoldásaival” (Sail on the seas of tasks with the solutions of Hungarodo), the Hungarodo name and the graphical depiction of the latter, the user interface, the photographs, company names, logos, videos, sounds, content, implementations and source codes on our pages are the intellectual property of the Service Provider and are protected by copyright.
- 10.9. The Service Provider agrees that the User, as a user of the Service, may use the above in their original form and without modification during the use of the Service. The reports and correlations prepared from the data uploaded by the User with the assistance of the Service shall be the intellectual property of the User and shall remain the intellectual property of the User even after the termination of his/her account.
- 10.10. The Service Provider informs the User once again that the provisions of the general terms and conditions of the manufacturer of a given accessory apply in all cases to the accessories purchased or activated during the use of the Service and the Service Provider is not entitled to make a legal statement or commitment in connection therewith.

11. Liability and its limitation

- 11.1. The User is liable for any damage resulting from unprofessional and incomplete information provided for the Service Provider.
- 11.2. The liability of Hungarodo shall be calculated in accordance with the applicable legislation, the maximum amount of which shall be the amount of the fee paid by the User in the subject year, but not more than the maximum amount payable per harmful event under Hungarodo's professional liability insurance bond

- 11.3. Internet access is required to access the Service. By accepting the provisions of these GTC, the User acknowledges that the internet service provider may charge a fee for the internet connection (e.g. mobile data traffic) used by the device used to access the Service, the payment of which is the User's responsibility, and for which the Service Provider is not liable.
- 11.4. The Service Provider is not responsible for the unavailability of the Service if it is caused by:
- server error;
 - error of the User's hardware;
 - internet connection failure / unavailability
 - any other technical error not attributable for the Service Provider
 - an error that has occurred on Odoo's or the Additional Service provider's side; or
 - force majeure
- 11.5. The Service Provider applies appropriate and reasonable technical and security measures to maintain the security of the Service in order to protect it from viruses, trojans or similar threats and to operate without error. However no matter how advanced technology is applied, no security system is impenetrable. The Service Provider draws the attention of the User to the fact that it makes every effort to protect its system with the latest technical means (both physical and software), however, it cannot technically guarantee that malicious third parties will not track down the information provided by the User in the Service, while forwarding it to the Service Provider. The Service Provider expressly draws the attention of the User to the fact that its commitment under this clause does not cover the operation of the individual software and any defects thereof, given that it has no affect on the operation of the Software.
- 11.6. The operation of the Service may be subject to restrictions and other problems as a result of the use of the internet, the User's internal network or other internal networks and electronic communications solutions, including faulty, unconnected or out-of-range, disabled or inoperative devices used by the User. The Service Provider shall not be liable for any delays, errors, damages or (data)loss resulting from such problems.
- 11.7. The Service Provider handles the information displayed on the Website with due care, they have been posted in good faith, however, it is for informational purposes only and the Service Provider is not responsible for the accuracy and completeness of the information, any errors or misspellings in the database.
- 11.8. The Service Provider shall not be liable for any delay, errors, damages or (data)loss due to inaccurate and / or incorrect data provided by the User, or due to errors or improper operation of the Software
- 11.9. The Website and/or the Service may contain links that directs to the pages of other service providers, however, the Service Provider is not responsible for the activities or data protection compliance of these service providers, and does not control their content. The User agrees that the Service Provider shall not be liable, directly or indirectly, for any damages or losses arising from the use of the content or services of such websites or services.
- 11.10. The Service Provider shall not be liable for the compliance or content of advertisements, promotional materials or other information placed on the Website or in the Service by third parties with the exceptions specified by law. This content is the responsibility of the person for the benefit whom the ad was displayed.
- 11.11. The User is solely responsible for the use of the Service, including, but not limited to, any property or non-property damage and infringement or other consequences arising in connection with the User's conduct.
- 11.12. The use of any system or solution that is intended to, or may result in, the use of the Service in a manner not expressly authorized in this document or to shut down the servers used to operate the Service, or that otherwise compromises the proper operation of the Service, is strictly prohibited. The User is responsible for any such behavior.

- 11.13. The use of software that allows “data mining” or collecting content or information in any other way is strictly prohibited. The User is responsible for any such behavior.
- 11.14. The User uses all software, downloaded data or files installed during the use of the Service at his/her own risk and the Service Provider is not responsible for the incompleteness or error of any installed software, downloaded data or file, nor is it responsible for any such software or downloaded data or file may damage the device used by the User.
- 11.15. The User is liable for the violation committed in connection with the use of the Service even after the termination of the legal relationship under these GTC for any reason.
- 11.16. For the purposes of this Agreement, force majeure is any extraordinary event that is beyond the control of the parties that occurs after accepting present GTC and which makes it impossible or delay the fulfillment of their obligations and which the parties could not have foreseen or prevented at the time of concluding the Agreement or before that, and which cannot be traced back to the conduct or omission of the contracting parties. The following, in particular, but not limited to, shall be considered as force majeure:
- natural disasters (eg floods, earthquakes, storms);
 - fire, explosion, mass illness (epidemic);
 - government action;
 - war, acts of war (whether or not there is a state of war);
 - revolution, insurrection, riots, civil war, or acts of terrorism;
 - general nationwide strike;
 - epidemiological measures, in particular curfew restrictions, prohibitions and mandatory home office for employees ordered by any party, or any action taken by the parties in accordance with the proposals made by epidemiological experts to reduce personal contacts (suspension of tasks requiring personal presence).
- 11.17. It does not constitute a breach of contract if the contractual performance of the obligations is prevented or limited by force majeure. In the event of force majeure, the party which has become aware of it shall immediately notify the other party in writing. In the event of force majeure, the deadlines for performance specified in present GTC shall be extended by the period until the parties are unable to perform due to the event of force majeure. Following the end of a force majeure event, the party in default shall resume performance as soon as possible in order to prevent further delay

12. Confidentiality

- 12.1. The existence of this Agreement and any facts, information, other data, and any other information related to the operation and activities of the other party, or any fact, information, other data or collection made from the latter which is related to the software development activity and the obtaining, utilization of which or its disclosure to others would be detrimental to or would jeopardize the legitimate economic, financial, market or security interests of the parties got known by the parties during the fulfillment of the GTC constitutes a business secret of the parties. In this regard, business secrets include, but are not limited to: a) know-how, b) information about the parties’ employees, subcontractors, partners, suppliers b) software source code, d) information regarding the parties’ financial and other business operations and transactions
- 12.2. The parties shall be bound to use and process the secrets to which they are aware in accordance with the applicable legislation and the provisions of this Agreement. The parties affirm that, in the context of their duty of confidentiality, they shall not unfairly use, disclose, transfer, make available or publish information
- 12.3. The parties shall keep the contents of this Agreement confidential for an unlimited period of time and shall not disclose it to any third party without the prior written consent of the other party.

- 12.4. The obligation of confidentiality shall continue to apply indefinitely after the termination of this Agreement for any reason and shall remain fully effective.
- 12.5. An exception to this requirement is the disclosure of any of the above details by the party in order to meet its statutory obligation. The parties further undertake to inform each other promptly of any disclosure of aforementioned information to a court or authority upon a lawful request by a court or other authority acting within its jurisdiction.
- 12.6. Confidentiality shall not limit the right of the parties to inform their professional legal adviser and accountant of this Agreement and its contents given that it extends the obligation of confidentiality to such persons. The parties agree that they shall be responsible for the privacy and confidentiality of their professional legal counsel and accountant as their own.
- 12.7. Parties furthermore confirm that they consider the provisions of Section 4 of Act LVII of 1996 on the Prohibition of Unfair Market Practices and the Restriction of Competition as binding and that they are aware of the provisions of Section 1 Subsection (1) of Act LIV of 2018 on the protection of business secrets (hereinafter as: “**Act on Secrets**”), and they are familiar with the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information and the Act on Secrets regarding business secrecy and sanctions applicable to its breach. The parties further declare that they are aware of the provisions regarding violation of business secrets of Act C of 2012 on the Criminal Code and the Act on Secrets.
- 12.8. Hungarodo is obliged to keep confidential the data, information, documents and other documents that came to its knowledge in connection with the User during the performance of the Service. Hungarodo is only entitled to get to know these to the extent necessary for the performance of the Service or for the duration of the performance of the Service and shall return them to the User or to delete them permanently after the performance of the Request. The obligation to return and delete shall also apply in the event of termination of the Agreement.

13. Data protection and privacy

- 13.1. The legal ground legal basis for the processing of personal data related to this Agreement is the conclusion and the fulfillment of this Agreement, as well as keeping contact for the implementation of the cooperation or for example in case of invoicing compliance with the legal provisions. The parties are considered to be data processors in respect of personal data relating to them and sent to the other party for a specific purpose (especially the fulfillment of this Agreement and to keep contact) and in the course of their data processing activities, other data processors are not used in accordance with the applicable data protection legislation. The parties undertake to process the personal data become known to them in respect of the other party in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter as: “**GDPR**”) and Act CXII of 2011 on information self-determination and freedom of information (“**Infoact**”) and other laws on data protection and confidentiality and neither during the existence of this Agreement nor thereafter shall they use the data for other purposes than in connection with the relationship established by this Agreement without the permission of the other party and they shall not use the data for their own use or for other third parties’ purposes or make them accessible to third parties.
- 13.2. Further information on processing of data by Hungarodo may be found in the Privacy Policy of Hungarodo, which may be accessed via the link indicated in Section 3.1.2 of this document.
- 13.3. Within the scope of their activity the parties are obliged to ensure the security of the data, and to take the technical and organizational measures necessary to enforce GDPR and Infoact and other laws on data and confidentiality. The parties undertake to protect the personal data provided by the other party by appropriate measures, in particular against unauthorized access, alteration, transmission, disclosure, deletion or destruction, and against accidental destruction and damage.

- 13.4. Hungarodo is obliged to pay special attention to the protection of personal data obtained during the performance of the Service from unauthorized access, deletion, destruction, damage, etc.
- 13.5. During the performance of its obligations under this Agreement, Hungarodo may have access to personal data stored in connection with the Service within the Platform as processor. Hungarodo may not perform any processing of the data it becomes aware of especially it shall not modify, transmit or delete them without the express written consent of the User. Hungarodo is also obliged to protect personal data obtained during the provision of the Service against unauthorized access, alteration, transmission, disclosure, deletion or destruction, as well as accidental destruction and damage during the Service. Hungarodo is obliged to notify the User immediately if it detects any of the above events. The data processing addendum to be concluded between Hungarodo and the User is an inseparable part of this Agreement and attached as Annex 1, available directly through the link at: <https://hungarodo.hu/gdpr/>

14. Termination of the Agreement

- 14.1. Present GTC enters into force on the day it was published and is created for an indefinite period.
- 14.2. The legal relationship under these GTC is terminated:
- upon expiration of the User's subscription, if the User does not renew it;
 - by canceling the subscription by the User;
 - by the termination of the User's subscription by the Service Provider
 - upon termination of the Service.
- 14.3. The Service Provider reserves the right to terminate the Service, in which case the legal relationship established on the basis of these GTC will automatically terminate.
- 14.4. If the subscription is canceled by the User, the legal relationship established on the basis of these GTC shall be terminated on the day following the last day until the fee of the Service was settled.
- 14.5. The Service Provider is entitled to terminate the User's subscription with immediate effect if it detects a violation of these GTC or the law by the User. Based on its sole decision, the Service Provider may decide to terminate the User's subscription on the day following the last day until the fee of the Service was settled, if the severity of the User's breach of contract does not justify immediate termination, but the Service Provider does not have an interest in maintaining the legal relationship any further.
- 14.6. In the event of the termination the legal relationship according to these GTC for any reason, the User is no longer entitled to use the Service.

15. Notices, customer service

- 15.1. Unless otherwise provided by these GTC the official and primary used written communication between the parties is e-mail communication.
- 15.2. For the purposes of this Agreement, any communication by facsimile shall not be deemed to be a written communication.
- 15.3. The Service Provider designates the e-mail address hello@hungarodo.hu for contact. If any communication is required the Service Provider will contact the User primarily at the e-mail address provided during registration. If the User contacts the Service Provider from a different e-mail address, the Service Provider shall communicate with the User at this e-mail address, however, by accepting the provisions of these GTC, the User acknowledges that if the Service Provider have doubts regarding the identity of sender of the message or about the existence of an authorization associated with a particular user account - it has the right to refuse to respond.
- 15.4. The parties are obliged to notify each other in writing immediately of any changes in their contact details. The defaulting party shall be liable for damages resulting from failure to notify.

- 15.5. In addition to the above the Service Provider maintains a customer service to answer user questions and other inquiries regarding the Service.
- 15.6. Customer service is available at the following contacts and periods:
- Availability of the customer service: Monday to Sunday
 - On public and Hungarian national holidays (1st January, 15th March, Good Friday, Easter Monday, 1st May, Pentecost, 20th August, 23rd October, 1st November and 25-26th December) the customer service is not available. The Service Provider may, at its sole discretion, make exceptions to the above, depending on its capacity, or if justified by a particularly important reason.
 - Customer service e-mail: support@hungarorodo.hu
- 15.7. If the User contacts the customer service outside the contact period described in Section 15.6. above or on the days specified there, the request shall be deemed to have been received on the next customer service contact day.
- 15.8. In his / her report, the User is obliged to provide the Service Provider with all the relevant information necessary to identify the problem. After examining the error report, the Service Provider may request the provision of additional information (e.g. screenshot, log file, configuration data, etc.).
- 15.9. Where technically possible and if it does not hinder the investigation of the request, the User is obliged to provide the data and information made available to the Service Provider in such way that all personal data is deleted from them or, if possible, anonymized to such an extent that it is not possible to make a reference from them to a specific person. The User shall release the Service Provider from the claims of third parties for all possible damages resulting from failure to comply with the latter.
- 15.10. In connection with customer service requests, the Service Provider undertakes to respond to the submitted error report no later than within 24 hours of its receipt (first response time). However, the latter does not mean that the problem indicated by the User will be resolved within this period as the solution of the problem reported by the User may take longer than this. The response period begins on the day that all the information needed to investigate the problem is available.
- 15.11. The Service Provider will do its utmost to provide assistance and support to the User as soon as possible.

16. Provisions on contracts concluded electronically and remotely

- 16.1. In addition to the above and in accordance with its obligation set out in Article 5 of Act CXIII of 2001 on certain issues in electronic commerce services and service for the information society, the Service Provider provides the following information to the Users of the Service:
- 16.2. The User may correct data entry errors at any time during the use of the Service, until the end of the subscription process. Until the request for subscription is submitted, the User may do it so by clicking on the back or a similar button during the subscription process, and the Service Provider provides the opportunity for the User to see and verify the information provided in aggregate before submitting the subscription request.
- 16.3. The Service Provider must ensure that the User, when making his / her contractual statement, explicitly acknowledges that his / her statement results in an obligation to pay. If the declaration involves the activation of a button or similar function, the button or similar function shall be marked to be easily recognizable and a clearly worded indication that the declaration implies a payment obligation in favor of the Service Provider.
- 16.4. The Service Provider complies with this legal obligation to notify in a way that when subscribing through the Website it indicates prior to clicking on the "Pay now" button that clicking on the pay now button constitutes a binding offer to use the Service, which also incurs a payment obligation.

- 16.5. After concluding a contract remotely, the business shall provide the consumer with a confirmation of the concluded contract on a durable medium within a reasonable time, but no later than at the time of delivery in the case of a contract for the sale of products and no later than at the beginning of the performance in case of contract for service. The confirmation shall contain the mandatory information specified in detail above, unless it has already been provided by the business to the consumer on a durable medium before the conclusion of the contract; and the consumer made a confirmation in accordance with Article 29 Point m) of Government Decree no. 45/2014. (II.26).
- 16.6. A contract concluded by registering and subscribing to the Service does not constitute a written contract. The Service Provider does not register it, so it cannot be accessed or viewed later. From a legal point of view, registration and subscription constitute a legal statement in the form of implied conduct.
- 16.7. The language of any information, administration and conclusion of the contract, as well as the warranty / guarantee procedure is Hungarian.
- 16.8. The Agreement is concluded exclusively in Hungarian and in English, which is governed by the Hungarian law.
- 16.9. The Service Provider has not undertaken to comply with the provisions of any code of conduct.

17. Miscellaneous provisions

- 17.1. The fact that any provision of the present GTC is deemed invalid or is likely to become invalid in the future does not affect their validity as a whole. The remaining parts shall be construed and enforced without regard to partial invalidity. In such a case, the parties shall enter into negotiations in good faith in order to replace the provision with a provision closest to the economic concept of both parties. The same procedure must be followed in the event present GTC or the Individual Order does not regulate an issue.
- 17.2. Present GTC and its attachments constitutes the entire agreement of the parties on the subject matter of present Agreement and it supersedes any former representation, conciliation agreements etc. regarding the subject of present Agreement.
- 17.3. Hungarodo reserves the right, to supplement or amend present GTC for the purpose of developing, improving or adapting its Service to the relevant legislation or for any other purpose. The Service Provider informs the User about the modification before - possibly 15 days prior – it enters into force, The Service Provider informs the User about the modification of the GTC by publishing it on the Website and by sending it via e-mail. If the modification is detrimental to the User, the User is entitled to terminate the GTC, no later than within five working days from the notification. The termination shall take effect on the date on which the amendments enter into force. If the User continues to use the Service after the above deadline, the Service Provider shall interpret it as acceptance of the amendment. Amendments are never retroactive.
- 17.4. If Hungarodo does not exercise or only partially exercises any of its rights under this Agreement, it does not mean that it has waived the exercising of such right.
- 17.5. Hungarodo does not apply any provision in this Agreement that differs materially from the law or regular contractual practice, nor any provision that differs from any condition previously applied between Hungarodo and the User. With respect to the latter the User will not be notified separately.
- 17.6. Hungarodo is also entitled to suspend or terminate the provision of any of its services provided under these GTC at any time in its sole discretion. Hungarodo shall not be liable for any consequences arising from the suspension or termination of the Service. Hungarodo shall not be obliged to provide the service under this Agreement. However, Hungarodo undertakes to inform the User at least 15 days before committing such an action i.e. if it terminates or suspends its service.

- 17.7. In the event of their disputes arising from this Agreement, the parties shall try to resolve the problems arising primarily by negotiation. If no agreement is reached within a reasonable time to resolve the dispute arising from this Agreement, the parties set out the jurisdiction of the courts of Hungary and agree to resolve any disputes arising out of, or in connection with the breach, termination, validity or interpretation of this Agreement, depending on the value of the dispute before the court having competence specified by Act CXXX of 2016 on Civil Litigation Procedures.
- 17.8. A For matters not regulated in present GTC the provisions of the Hungarian laws especially the Civil Code and other relevant legislation shall prevail.