

# GENERAL TERMS AND CONDITIONS (GCF)

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## PROVIDER DETAILS

Name:	Braze IT Solutions Ltd.
Registered office and postal address:	1137 Budapest, Jászai Mari tér 5-6.
Email address:	info@brazeit.hu
Company registration number:	01 09 278149
Name of the registering court:	Court of Justice of the Capital City Court
Tax number:	24204318-2-41

## GENERAL PROVISIONS

These GENERAL CONTRACTUAL TERMS AND CONDITIONS (hereinafter referred to as the "**GTC**") govern the rights and obligations of Braze IT Solutions Ltd. (hereinafter referred to as the "**Service Provider**") and the Subscriber (hereinafter referred to as the "**Subscriber**") using the products and services offered by the Service Provider (hereinafter the "Service Provider" and the "Subscriber" referred to as "**Parties**"). The Service Provider acts on its own behalf in the transactions covered by these GTC.

The service contract between the parties shall be governed by these GTC and by the legislation in force, except for the specific provisions of individual contracts.

The subject matter of these GTC therefore covers the use of the online IT services available or accessible through the Service Provider's own website (hereinafter referred to as the Services or the Service separately) and the essential terms and conditions related thereto.

Terms and conditions other than the GTC may be laid down by the parties in an individual contract. The individual contract concluded between the Service Provider and the Subscriber shall form an integral part of the provisions of the GTC in force at the time. In the event of the application of an individual contract, the provisions of the individual contract shall prevail in the event of any conflict between the provisions of the individual contract and those of the GTC.

By ordering the Service, the Subscriber declares that he/she has read and accepted the General Terms and Conditions and Data Policy applicable to the Service Provider's services and agrees to all its points.

In connection with the Services covered by the GTC, the Service Provider is entitled to use additional service providers as intermediaries and data processors.

# DEFINITION OF TERMS

Terms used in these GTC shall have the following meanings:

"Website" means the Service Provider's own website, therefore:

- my.smartwphosting.hu

means a website running under an internet address.

"Privacy Policy" means the privacy policy of the Service Provider available on the Service Provider's Website.

"Service" or "Services" means certain online operational and related ancillary services provided by the Service Provider through the Website, or the aggregate of such services;

"Subscription or Service Fee": means the fee payable for each Service ordered. The Service Provider charges the Subscriber for the Services provided by it, at the rates set out in the applicable Price List or in the Service Contract. The Service Price is the gross price what is the net price plus VAT at the applicable rate.

"Price List": the always current up to date version of the Service Fee is available on the Service Provider's website under the name Price List. The Price List contains the fees for each Service, the content, fees and discounts of the Packages offered, the conditions of their use and the restrictions attached to them. The Service Provider may, at its individual discretion, establish specific discounts for certain Subscribers, Users or groups of Customers on the basis of its business policy.

"Subscriber, User or Customer": means a legal entity or a company without legal personality, other legal entity, natural person or individual entrepreneur who, following the Order, uses the Services.

## 1. SERVICES PROVIDED BY THE PROVIDER

- 1.1. The products and services offered by the Service Provider and covered by these GTC are:

### Managed WordPress Hosting - SMART WP HOSTING

BASIC package	PRO package	PRO+ package
WordPress site hosting Google Cloud web hosting Licensed premium extensions Technical support (SLA: 24h) - max 1.5 hours timeframe / year	WordPress site hosting Google Cloud web hosting Licensed premium extensions monthly basic analysis 1 site audit per year Technical support (SLA: 24h) + email help desk (SLA: 24h) - max 3.8 hours timeframe / year	WordPress site hosting Google Cloud web hosting Licensed premium extensions monthly basic analysis 1 site audit per year Technical support (SLA: 6h) + email help desk (SLA: 12h) + 5/8 phone helpdesk (5/8) - max 6 hours timeframe / year

\*In the event of termination of the Contract by the Subscriber, the Service Provider is entitled to a fee of EUR 125 + VAT, that is one hundred twenty five euro plus VAT, as consideration for the transfer of the source code. For a contract period of at least one year, the Subscriber may take away the source code related to the ordered service free of charge.

## **PAYMENT TERMS AND FEES**

- 1.2. Payment of the Service Fee by the Subscriber is due in advance for monthly, quarterly, semi-annual and annual subscription fees. When ordering Service Packages, the Subscriber has the option to choose the periodicity of the Service Charges.
- 1.3. For ad hoc Service Fees (such as consultation, custom development, etc.), the Subscriber pays the Service Fee in an individual fee.
- 1.4. Subscribers can choose between the following options for the payment of the Service Charges:

### **1.4.1. Stripe payment**

### **1.4.2. PayLike Online credit card payment (recurring or occasional credit card payment)**

If the Subscriber chooses to pay online by credit card, the Service Fee can be paid through Paylike (Paylike ApS, P. O. Pedersensvej 14, Skejby, 8200 Aarhus N, Denmark) financial service provider system. Payment via Paylike is made by Paylike's system deducting the Service Fees due from the bank account using the credit card details provided and then forwarding the amount to the Service Provider. In the case of monthly fees, the deduction is due on a monthly basis, whereas in the case of annual fees, the deduction is due on an annual basis.

About the Paylike online credit card payment system:

For recurring credit card payments, a feature of the credit card acceptance provided by Paylike, which means that the credit card details provided by the Subscriber during the Subscriber transaction can be used to initiate new payments in the future without having to re-enter the credit card details.

Paylike supports the 3-D Secure system. The 3-D Secure service can be used with MasterCard and Visa. By enabling 3-D Secure you can make your card transactions more secure. 3-D Secure is a protocol designed to increase the

security of online card transactions. The security service is called "Verified by Visa" for Visa and "MasterCard SecureCode" for MasterCard.

In order to use recurring and occasional payments and by accepting these GTC, the Subscriber agrees that subsequent payments initiated in the Service Provider's system after a successful Subscriber transaction will be initiated by the Service Provider without the need to re-enter the credit card details and without the Subscriber's consent on a transaction-by-transaction basis.

Please note(!): your credit card data will be processed in accordance with the card company's rules. Neither the Service Provider nor Paylike has access to the credit card data.

The Service Provider is directly liable for any repeated payment transactions initiated by the Service Provider in error or illegally, and any claims against the Service Provider's payment service provider (Paylike) are excluded. By accepting these GTC, I declare that I have read this information and that I acknowledge and accept its contents.

When paying, the customer's personal and card details are never transferred to the merchant. For more information, please visit the Paylike website: <https://www.paylike.hu> Customer Service at +45 78 75 51 61.

The Paylike General Terms and Conditions are available at the following link: <https://paylike.io/terms-of-service>

**1.4.3.** payment by bank transfer against a payment request issued by the Service Provider

In case the Subscriber wishes to pay by bank transfer, the Service Provider will issue a request for payment to the Subscriber through its own system and send it to the e-mail address provided by the Subscriber at the time of the Order. The Subscriber shall pay the Service Fee against the fee request sent by the Service Provider within the time limit indicated on the fee request.

After the Service Fee has been paid, the Service Provider will issue an electronic invoice for the Service Fee within the Service Provider's system, which will be sent to the Subscriber's registered e-mail address on the day of issuing the invoice. The Subscriber will be notified when the invoice is issued and sent. The sending of the invoice issued by the Service Provider to the Subscriber or to the Subscriber shall be deemed to constitute receipt of the invoice by the Subscriber.

**1.5.** In the event of an individual subscriber request, the Service Provider is entitled to apply individual charges that differ from the Price List.

## **2. DURATION, AMENDMENT AND TERMINATION OF CONTRACT**

**2.1.** The Parties conclude the Contract for an indefinite period. An exception to this is the order for the managed WP Hosting service, which is subject to a minimum

Service Term of one year. The conclusion of a contract for a fixed term is possible upon individual agreement.

- 2.2. The Service Provider is also entitled to unilaterally modify the Contract in cases where, for reasons beyond the Service Provider's control, certain costs (e.g. electricity charges, gas bills, software fees, Internet connection costs or other utilities) increase significantly. In such cases, the Service Provider shall notify the Subscriber by letter or email of the conditions to be modified. If the Subscriber does not make any comments or objections within 30 days of being informed, this will be deemed to be automatic acceptance of the changes. If the Subscriber does not consider the new terms and conditions acceptable and indicates this within 30 days, he/she may terminate his/her contract without any conditions.
- 2.3. For fixed-term contracts concluded earlier, the prices and their evolution are set out in the individual contracts.
- 2.4. In relation to the services listed in point 1, the Service Provider undertakes to inform the Subscriber of the expiry of the service period prior to expiry, on the expiry date and after expiry to remind the Subscriber of the next periodic performance. Ignoring the email sent shall not entail cancellation of the payment obligation. It is the responsibility of the Subscriber to provide contact details that are regularly monitored. If you provide an email address, telephone number or other contact details which are not available, you will not be exempted from the payment obligation.
- 2.5. The Subscriber may terminate the contract with immediate notice. In the event of early termination of the service for a fixed period, the Service Provider shall not be liable for any repayment obligation and the Subscriber may not request a reduction of the service fee in proportion to the remaining period.
- 2.6. The subscriber may terminate the service with immediate effect if the Service Provider terminates or suspends the service without being entitled to do so.
- 2.7. In case of termination of the Contract, the Service Provider will not provide FTP or SFTP (direct to file server) access to the Subscriber. The Subscriber is entitled to transfer the entire Service backup only upon payment of a one-time administration fee as specified in the Price List. The data backup transferred by the Service Provider requires additional settings to be made by the Subscriber to restore the data to its original state.
- 2.8. In the event of termination of the Contract, the content of the Subscriber's previously ordered Service cannot be restored later, and such content can only be restored in the event of information provided by the Service Provider and re-contracting.
- 2.9. The Services or Package chosen by the Subscriber are set out in the Service Contract. The scope of the chosen Services or the chosen Package may be modified later at the Subscriber's request and with the approval of the Service Provider.

### **3. THE ESTABLISHMENT OF THE SERVICE BETWEEN THE SUBSCRIBER AND THE SERVICE PROVIDER**

- 3.1. An individual contract covered by these GTC shall be concluded as a distance contract between the Subscriber of the product or service in question and the Service Provider in the Website system.
- 3.2. If the Subscriber qualifies as a consumer (a natural person acting outside the scope of his/her profession, self-employment or business activity) under the applicable legislation, a consumer contract is concluded between the Parties under the scope of Government Decree 45/2014 (26.II.).
- 3.3. All Subscribers are required to place **an Order** to use the Services through the Website. To successfully place an Order and use the Services, the Subscriber must have his/her own real e-mail address and Internet access.
- 3.4. The conclusion of a contract for the products and services listed in point 1 is possible by placing an order electronically, by filling in the form on the Service Provider's website in the manner specified therein.
- 3.5. The Subscriber can access the text of these GTC by clicking on the link on the website or on the Subscriber form. By clicking on the checkbox, the Subscriber specifically declares that he/she accepts the terms and conditions set out in these GTC and the Privacy Policy. An order can only be placed if the Subscriber accepts the terms and conditions of these GTC and the Privacy Policy as set out above.
- 3.6. The Contract is concluded at the moment of its registration by the Service Provider in the website system. These GTC form an integral part of the contract. The contract is concluded and accepted online, i.e. it is not signed as a printed document.
- 3.7. The Service Provider is obliged to activate the Service for the Subscriber within a maximum of 3 working days from the order (lead time).
- 3.8. The contract concluded as described above shall be deemed to be a contract concluded by electronic means and shall be governed by Act V of 2013 on the Hungarian Civil Code, and Hungarian Government Act CVIII of 2001 on certain issues of electronic commerce services and information society services.
- 3.9. The language of the contracts and of the communication between the Parties shall be English.
- 3.10. The Service Provider shall specify the consideration for the products and services offered in Euro currency (EUR). The payment is made in EUR, regardless of the fact that the Subscriber's credit card or bank account is not denominated in EUR. In this case, the amount of the debit actually appearing on the Subscriber's bank account in EUR may - due to the card company's or the issuing bank's conversions - differ minimally from the price published by the Service Provider due to the exchange rate change. This deviation is entirely at the Subscriber's



risk; the Service Provider does not assume any obligation or make any claim in this respect.

## **4. PROVIDER'S RIGHTS AND OBLIGATIONS**

- 4.1. The Service Provider shall be entitled and obliged to cancel the Order of the Subscriber who can be credibly proven to have placed an order without due authority and representation, or to have concluded or would conclude an individual contract on behalf of and on behalf of another without due authority and representation.
- 4.2. If the Subscriber is in delay with the payment of the Service Fee, the Service Provider is entitled to limit or suspend the use of the Services by limiting the services purchased by the Subscriber until the Service Fee is paid.
- 4.3. The Service Provider has the right to suspend the operation of the Subscriber's Service immediately without prior notice, and to delete the website if the reason for the suspension persists, for the following reasons:
  - The subscriber displays or sells a product or service that is illegal or unlawful.
  - Engages in activities deemed unethical by the service provider.
  - In the event of subscriber arrears/delay with payment
  - Subscriber does not display real data (e.g. company data)
  - Displaying content that is violent, racist or inciting against any individual, church, group or organisation.
  - When displaying misleading, manipulative content.
  - When using malicious code.
  - If the Subscriber's website is attacked in order to block the service (so-called "Denial-of-service" - DOS attack (also to other servers)), attempt to breach identity or security measures, or unauthorized access to other customer IDs, computers or networks.
  - In case of displaying content that damages the reputation of the Service Provider.
  - In case of displaying or advertising the Service Provider's competing products or services.
  - If complaints are received about the Subscriber's website or activities to an extent that has already affected the reputation of the Service Provider.

## **5. SUBSCRIBER RIGHTS AND OBLIGATIONS**

- 5.1. The subscriber may submit complaints about the Service Provider's activities to the Service Provider's email address (support@smartwphosting.hu).
- 5.2. In case of personal complaints, the subscriber must make an appointment with the Service Provider in advance.
- 5.3. Each time a Subscriber logs in, it is recommended to use the two-factor authentication security feature and strong passwords (numbers, upper and lower case letters, other characters) for the Subscriber's account.

## 6. TECHNICAL CONDITIONS

- 6.1. Service provider's products and services available online through popular web browsers:

Internet browser:

- MS Internet Explorer version 9.0 or higher;
- Firefox 31.3.0 or higher;
- Google Chrome version 49 or higher;
- Safari 5.1.9 or higher;

Operating system requirements for handsets:

- Phones and tablets with Android operating system (version 2.3.7 or higher)
- iPhone, iPad (iOS 6.0.1 or higher)

can be used most effectively. The Service Provider recommends that the Subscriber regularly updates the browser program used to the latest version. The Subscriber acknowledges that he/she can only use these products and services with the availability security expected for Internet services if he/she uses them.

- 6.2. The Service Provider declares that the security level of the information system operating on its websites is adequate and that there is no risk in using it. However, it is recommended that the Subscriber takes the necessary precautions: use anti-virus and anti-spyware software with an up-to-date database, install security updates of the operating system.
- 6.3. The use of the websites and the products and services of the Service Provider available in this way presuppose the Subscriber's knowledge of the technical and technical limitations of the Internet and acceptance of the potential for error inherent in the technology.
- 6.4. For offline products that may be required for available services and products, the ordered product will be delivered by courier. To cover the postal and administrative costs related to the delivery, the Service Provider may charge an additional fee on top of the product/service price, but only if the fact and the amount of this fee are clearly indicated on the website where the product is sold.

## 7. WARRANTY AND LIABILITY

- 7.1. The Service Provider warrants that it has all the authorisations necessary to fulfil its obligations under these GTC and the contract between the Parties in respect of the content made available as part of its services and products.
- 7.2. In case of defective performance of the contract concluded under the present GTC, the Subscriber may assert a warranty claim against the Service Provider in accordance with the rules of the Hungarian Civil Code.

- 7.3. In the case of a contract for the purchase of a service, the Subscriber may request the repair of the defective service, unless this would be impossible or would involve disproportionate additional costs for the Service Provider compared to the fulfilment of other requirements. If the Subscriber has not requested or could not request the repair, he may request a proportionate reduction of the consideration or, as a last resort, may withdraw from the contract if the Service Provider has not undertaken to repair or replace the service, cannot fulfil this obligation within the appropriate time limit or if the rightful claimant's interest in the repair or replacement has ceased.
- 7.4. No withdrawal due to a minor defect.
- 7.5. The Service Provider accepts no liability:
- for damages caused by the removal or denial of access to illegal content;
  - for damage or errors caused by a user account assigned to a person other than the Subscriber.
  - for the accuracy, truthfulness or legality of the information on the Sites, or for any damage or injury caused to third parties by the illegal content;
  - the interruption of the service for any reason, even without prior notice, for all or part of the service, either for the Visitors or for the Subscriber;
  - for any damage resulting from a complete shutdown of operations or changes;
  - for other defects or damage caused by causes beyond its control;
  - any material or non-material damage to the Subscriber resulting from the use of the Services;
  - for the Subscriber's Internet connection, its establishment, maintenance and smooth operation, as well as the costs incurred in connection therewith, and cannot provide information in this regard.
- 7.6. The Subscriber uses the Service at his/her own risk.
- 7.7. The Service Provider is not responsible in any way for the content of data and information transmitted or published by the Subscriber on the Service, but will comply with its legal obligations in the event of any breach of the law of which it becomes aware.
- 7.8. The Service Provider does not monitor or control the information on the Service or published on its network, i.e. all information is used solely at the Subscriber's risk.
- 7.9. If the Service Provider is unable to provide the Service due to an unavoidable external cause outside its control, in particular: acts of war or terrorism, strikes, natural disasters, epidemics, lightning, floods, changes in legislation, the Service will be suspended.

## **8. ENFORCEMENT POSSIBILITIES**

- 8.1. If any consumer dispute between the Service Provider and the Subscriber is not resolved through negotiations, the following enforcement options are available to the Subscriber who is a consumer:

Complaining to the consumer protection authorities: if the Subscriber detects a violation of his/her consumer rights, he/she has the right to lodge a complaint with the consumer protection authority of his/her place of residence. If the Subscriber complains that he/she has a right of residence in the Member State where the consumer resides, the consumer's consumer protection authority may decide to take action against the Subscriber.

Conciliation Body: For the out-of-court amicable settlement of consumer disputes related to the quality, safety and application of product liability rules, as well as the conclusion and performance of the contract, the Subscriber may initiate proceedings before the conciliation body of the professional chamber competent for the place of establishment of the Service Provider.

Contact details of the Budapest Board of Conciliation: 1016 Budapest, Krisztina krt. 99. 310.; postal address: 1253 Budapest, PO Box 10; email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu); fax: +36 1 488 2186; telephone: +36 1 488 21 31

- 8.2. Unless otherwise agreed, the provisions of these GTC and the provisions of the Hungarian legislation in force at the time shall govern the service contract between the parties. The parties wish to settle any disagreements arising from the service contract or the GTC primarily by amicable means, while they submit to the exclusive jurisdiction of the Pest Central District Court or the Metropolitan Court of Budapest, depending on their jurisdiction.

## **9. COPYRIGHT TERMS**

- 9.1. Pursuant to Section 1 (1) of Act LXXVI of 1999 on Hungarian Copyright Law (hereinafter: the Copyright Act), the Service Provider's own website and the Services created are considered copyrighted works, and therefore all parts thereof are protected by copyright. The Copyright Act (Art. Pursuant to Article 16 (1) of the Copyright Act, the unauthorised use of graphic and software solutions and computer program creations on the Website, as well as the use of any application that may be used to modify the Service Provider's own Website or any part thereof, is prohibited. The reproduction of any material from the Service Provider's own website and its database, even with the written consent of the copyright holder, is only permitted with reference to the Service Provider's website and with indication of the source.
- 9.2. For the purposes of this Agreement, "Intellectual Property" means all information and data, proprietary technology, know-how and all industrial and intellectual property rights relating to the Agreement, whether arising before or during the performance of the Agreement;
- 9.3. The Subscriber acknowledges that the Service Provider's intellectual property is the exclusive intellectual creation and property of the Service Provider, and expressly undertakes to comply with the rules on intellectual property.
- 9.4. The Subscriber is not entitled to use the Service Provider's trademark.

- 9.5. The Subscriber undertakes not to transfer the Service Provider's Intellectual Property to third parties and undertakes to use it only in accordance with the Contract.
- 9.6. The Service Provider is entitled to transfer the website to another domain name.
- 9.7. The Service Provider shall be the exclusive intellectual property of all intellectual property created by the Service Provider in connection with the Service (website, source code, software, database, trademarks, know-how, etc.) and all content on the Website, in respect of which the Service Provider reserves all rights.
- 9.8. Infringement of any of the Service Provider's intellectual property rights shall be considered a serious breach of contract for the purposes of these GTC.
- 9.9. The Service Provider shall be the exclusive intellectual property of all source codes created by it, which the Service Provider shall not be obliged to transfer to the Subscriber in the event of termination of the Contract between the Parties.
- 9.10. In the event of termination, the Subscriber is entitled to receive the source codes only for a fee determined by the Service Provider.
- 9.11. The Subscriber acknowledges that the Services provided by the Service Provider are built using a number of third-party licenses of fee-based plug-ins, the costs of which are paid by the Service Provider.
- 9.12. The Subscriber acknowledges that in the event of termination of the Contract, in order to ensure the uninterrupted and original operation of the Website, in addition to the payment of the consideration for the source codes, the Subscriber shall also pay the software owners the fees for the licensed keys of the plug-ins used in the development of the Website (the list of plug-ins will be provided to the Subscriber by the Service Provider upon request). The Service Provider cannot provide the Subscriber with a license key after termination of the Contract.

## **10. PRIVACY POLICY AND CONFIDENTIALITY**

- 10.1. The protection of Subscribers' personal data is a priority for the Service Provider. The Service Provider shall process the data provided during the ordering process - necessary for the performance of the contract and for maintaining contact - in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR"), Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information ("Infotv.") and other legislation.
- 10.2. The Service Provider shall take particular care to keep the Subscriber's data confidential. The data provided by the Subscriber will only be transmitted to third parties if this is indispensable for the performance of the contract.
- 10.3. For a detailed Privacy Policy on the processing of Subscriber data, please see the Privacy Policy link on the website.
- 10.4. By accepting these GTC, the Subscriber expressly consents to the processing of his/her data as set out in these GTC and as specified in these GTC.

- 10.5. The Service Provider draws the Subscriber's attention to the tightening data protection regulations, in particular the fact that the Subscriber must draw up and publish his/her own data protection policy in relation to his/her data management.
- 10.6. The health data generated and managed by the Subscriber are the sole responsibility of the Partner, and only the Subscriber is entitled to access and use them, subject to the provisions of these GTC. The Service Provider shall provide technical assistance to the Subscriber only, i.e. it shall act as a data processor. At the Subscriber's request, e.g. in the event of a request for assistance in use, the Service Provider shall be entitled to access the operational Service already containing data entered by the Subscriber.
- 10.7. The Contracting Parties undertake to keep confidential in all circumstances any information and data which they may obtain in connection with, as a result of or otherwise in connection with this contractual relationship, which relates to the other Party, in particular its business, financial or corporate relations ("confidential information"), whether or not the Party concerned classifies it as a business secret.
- 10.8. The Parties also undertake not to disclose to third parties or otherwise use or misuse the Confidential Information in any manner unconnected with the subject matter of this Agreement, either during the term of this Agreement or after its termination. The Parties shall use the Confidential Information only for the performance of the Contract, to the extent necessary for such performance, and shall disclose it only to their employees or agents directly involved in the performance of the Contract.
- 10.9. The obligation of professional secrecy shall not apply to data or information which;
- is common knowledge;
  - which has not been disclosed in breach of the Treaty;
  - which was in the possession of the other Party without restriction on disclosure before it was received from the disclosing Party;
  - which the using Party has received from a third party who has lawfully acquired or created it and who is not bound by the prohibition of disclosure;
  - which has been created by one Party without the use of confidential information of the other Party; or
  - which the Party has a legal obligation to provide to the competent authority.

## **11. RIGHT OF WITHDRAWAL AND TERMINATION**

- 11.1. The right of withdrawal and termination is reserved to the Subscriber who is a consumer (a natural person acting outside the scope of his/her profession, self-employment or business activity), and the 14-day withdrawal clauses of these GTC apply explicitly to the Subscriber who is a consumer. With regard to the right of withdrawal and termination granted to the consumer, the provisions of Hungarian Government Decree 45/2014 (II.26) shall apply, in particular with regard to the following.

- 11.2. In the case of contracts covered by these GTC, concluded between absentee contractors, the Subscriber has the right to withdraw without giving any reason within 14 days. The 14-day period shall be calculated as follows: in the case of a contract for the supply of a product, the 14-day period shall start from the date of receipt of the product (in the case of a contract for the supply of several products, if the supply of each product takes place at different times, the last product supplied; in the case of a contract for the supply of a product consisting of several lots or items, the last lot or item supplied; if the product is to be supplied regularly within a specified period, the first service) by the Subscriber or by a third party other than the carrier designated by the Subscriber. In the case of a contract for the provision of a service, the period of 14 days shall start from the day on which the contract is concluded.
- 11.3. The Subscriber may exercise his right of withdrawal by means of an express written declaration to that effect.
- 11.4. If the Subscriber withdraws from the contract in accordance with the above, the Service Provider shall refund the total amount paid by the Subscriber as consideration without delay, but no later than 14 days after becoming aware of the withdrawal.
- 11.5. If the Subscriber terminates the contract for the use of the service, he/she shall pay the Service Provider a fee proportional to the service provided up to the date of the notice of termination. The amount to be paid by the Subscriber on a pro rata basis shall be determined on the basis of the total amount of the consideration agreed in the contract plus tax.
- 11.6. The right of withdrawal does not apply to a business, i.e. a person acting in the course of his or her profession, self-employment or business activity.
- 11.7. The consumer is obliged to reimburse the reasonable costs of the business if the consumer exercises his right of termination after the performance has begun.

## **12. SCOPE OF TERMS AND CONDITIONS**

- 12.1. The effective date of these GTC is 28 March 2022. The Service Provider reserves the right to unilaterally modify the GTC. In the event of modification of the GTC, the Service Provider will publish the new terms and conditions on the Website and will notify the Subscriber of the modification of the terms and conditions and the effective date in a prominent place on the Website. Failure to give such warning shall not affect the entry into force of the new GTC. The GTC shall apply to service contracts concluded during their period of validity.
- 12.2. The Service Provider shall publish any amendment to the GTC on the Service Provider's website 15 days before it enters into force. If the Subscriber does not make any comments or objections during the period from the publication until the entry into force, his/her conduct shall automatically imply acceptance of the amendment.

- 12.3. Any amendments to the GTC will enter into force upon publication on the Website and will apply mutatis mutandis to contracts entered into after their publication.
- 12.4. If any provision of these Terms is held by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from these Terms and the remaining provisions shall continue in full force and effect as if the Terms had been adopted by the Parties without the illegal or unenforceable provisions.
- 12.5. The Subscriber may lodge any complaints against the Service Provider by sending the complaint by post to the Service Provider's headquarters.
- 12.6. Subscriber acknowledges that the Hungarian Civil Code Notwithstanding the provisions of Article 6:25 of the Hungarian Civil Code, the Service Provider's payment notice to the Subscriber shall be deemed to be a circumstance interrupting the legal limitation period.