

# GENERAL TERMS AND CONDITIONS

Effective as of 14 April 2023

for Comnica Contact Center, Comnica SmartSMS and other software services

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## 1. General information

### 1.1. Service Provider details

- **Headquarters:** H-1119 BUDAPEST, Fehérvári út 99.
- **Company registration number:** 01 09 895207
- **VAT number:** 14242036-2-43
- **Website:** [comnica.com](http://comnica.com)

### 1.2. Contact details of the Service Provider

- **Phone number for customer service and product support:** +3612550990 (Monday to Friday from 9 am to 5 pm)
- **Phone number for Helpdesk and Issue Reporting Service:** +3612550991 (Monday to Friday from 8 am to 8 pm; Saturday from 8 am to 6 pm)
- **Online customer service platform:** [ugyfelszolgalat.comnica.com](http://ugyfelszolgalat.comnica.com)
- **Email:** [support@comnica.com](mailto:support@comnica.com)

### 1.3. Accessing the service

The unique URL for accessing the service as well as the access details are included in the Subscription Agreement.

### 1.4. Accessing the General Terms and Conditions (GTC)

The General Terms and Conditions (GTC) are available on the Service Provider's website ([comnica.com](http://comnica.com))

## 2. Definitions

**Application:** Any IT system or software developed by the Service Provider or introduced by the Service Provider as its own software solution for the Customer in connection with the services provided under this Agreement.

**General Terms and Conditions (GTC):** The General Terms and Conditions issued by the Service Provider lay down detailed rules for the terms and conditions related to the Service and its use; for the rights and obligations of the Service Provider and the Customer; and for other relevant circumstances relating to the Service.

**General Terms and Conditions for Telecommunications:** The General Terms and Conditions for Telecommunications issued by the Service Provider lay down detailed rules for the rights and obligations of the Service Provider and the Customer; and for other relevant circumstances related to the Service, in relation to the use of telecommunications services in connection with the Service.

**Subscription Agreement:** consists of the Individual Subscription Agreement, signed between the Service Provider and the Customer for the use of the Service, and its annexes, as well as these General Terms and Conditions.

**Individual Subscription Agreement:** a contract signed between the Service Provider and the Customer for the use of the Service.

**Operator:** a natural person who only has access to the client interface of the Application in order to use the Service.

**Administrator:** a natural person who has access to the administration interface of the Application in order to use the Service.

**User:** a natural person who has access to any authorized interface of the Application.

**Technical issue:** a failure or irregularity in the intended operation or functionality of the Application.

**Reporting person:** a natural person who reports an error to the Service Provider on behalf of the Customer.

**Civil Code:** Act V of 2013 on the Civil Code.

**Availability:** the percentage (%) of the actual period of availability of the Service in relation to the total theoretical service interval of the period. Availability (RA) is measured on an annual basis. Availability is calculated as follows:  $RA = [1 - SZKT/SZT] * 100$ , where

- SZKT: total duration of service outage where the Service is affected by a Critical, Disruptive or Severe issue.
- SZT: total theoretical service period.

**Invoice:** a document suitable for identification for tax administration purposes, which complies with the formal and substantive requirements laid down in the relevant legislation.

**Service Provider:** a legal entity that provides the Service to the Customer and develops and operates the application providing the Service. The details of the Service Provider are set out in [Section 1.1](#).

**Service:** a range of services provided by the Service Provider to the Customer, which are subject of the legal relationship between the Service Provider and the Customer. For the purposes of these GTC, the Service Provider provides the Service by operating and making available the Application. The detailed content of the Service is set out in [Annex II](#).

**Customer:** a legal entity that uses the Service in the context of a service relationship. The Customer shall fulfil the obligations set out for the Customer in the Individual Subscription Agreement and these GTC.

**Background system:** Hardware equipment, i.e. on the one hand, the publicly available (web) servers (backend and frontend server), on the other hand, the client-side web interfaces, and their peripherals. The database and web server, as well as their operation are provided by the Service Provider.

**Minimum number of operators to be invoiced:** The minimum invoicing rate for a given month is a determining parameter, regardless of the number of operators the Customer has used for the Comnica Contact Center service.

### 3. Subject of the Subscription Agreement

Comnica Kft. (hereinafter referred to as "**Service Provider**") provides the Applications developed by it, their access and related support to the Customers using the Services, in accordance with these GTC. The purpose of these General Terms and Conditions (hereinafter referred to as "**GTC**") is to regulate the legal relationship between the Service Provider and the customer using the Service (hereinafter referred to as "**Customer**").

The Service Provider is the developer of the Applications listed in [Annex II](#) of the GTC, which form the basis of the Service, and over which Service Provider has exclusive rights of disposal. The Service Provider warrants that it has the right to dispose of the rights relating to the Applications and that is entitled to assign these rights to the extent provided by these GTC.

The Service Provider warrants that the Service provided under this Subscription Agreement – and, where applicable, the development of the Application based on the Customer's specific request – is fit for its intended purpose and complies with the requirements set out in these GTC.

The Service Provider warrants that the Application is its own development, and that no third party has any rights over it that would exclude or restrict the Customer's rights under this Subscription Agreement, and that, at the time of delivery to the Customer, the Application is free from viruses and hidden programs that may affect its operation. This warranty does not cover the case when the Customer's systems or the Application is infected with viruses or other malicious programs during use by the Customer, due to a fault in the Customer's systems or to the vulnerability of its security systems.

Under the terms and to the extent set out in the GTC and in the Individual Subscription Agreement, the Service Provider assigns to the Customer the right to use the Applications.

The provisions relating to the telecommunications services provided by the Service Provider in connection with the Applications, according to the Customer's request, are set out in the [Comnica's General Terms and Conditions for Telecommunications](#), available on the Service Provider's website.

#### **3.1. Rights and Obligations of the Service Provider in the provision of the Service**

The Service Provider shall ensure to the Customer the operation of the services used under the Individual Subscription Agreement, including the Applications necessary for using the services, in accordance with the quality targets set out in [Annex II](#) to these GTC.

The Service Provider may have recourse to subcontracting (assistance to the performance of services) and shall be liable for the work performed by the subcontractor as if it had been carried out by the Service Provider itself. Only the Service Provider has power to give instructions to the Subcontractor.

The Service Provider is entitled to use third party services to provide the services under the Individual Subscription Agreement.

In case of breach of the Individual Subscription Agreement by the Customer, the Service Provider is entitled to restrict the services used under the Individual Subscription Agreement and to request the Customer to cease the breach.

## **3.2. Customer's obligations when using the Service**

### **3.2.1. Customer's obligation to pay fees**

The Customer is entitled to use the Service subject to payment of the fees set out in the Subscription Agreement (see [Section 6.1](#)).

### **3.2.2. Customer's obligation to have knowledge of and correctly apply the law**

The Customer is entitled to use the Application for its intended purpose and in compliance with the applicable legal requirements, within the scope of its own domain of activity and subject to the conditions and limitations set out in these GTC. When the Customer assigns the use of the Application to a User defined in [Section 2](#), this shall be deemed to be "use within the scope of its own domain of activity". Use contrary to the intended purpose or the law shall constitute a breach of contract, which may result in the immediate termination of the Subscription Agreement as set out in [Section 5.3.1](#).

### **3.2.3. Customer's declaration of acquaintance with the Software**

By accepting the Subscription Agreement, the Customer declares that the current version of the Application (optionally supplemented by specific development specifications approved by the Parties) is capable of functioning in accordance with its expectations and needs, and that it is familiar with the Application's parameters, functions, and usability.

### **3.2.4. Customer's obligation to provide information**

The Customer shall immediately inform the Service Provider of any infringement of the Service Provider's rights relating to the Application, of which the Customer becomes aware, and shall assist the Service Provider in enforcing its rights relating to the Application.

### **3.2.5. Customer's obligation to provide data relating to the Subscription Agreement**

If data, information, or other declarations are required relating to the performance of the Service Provider's (or any other party's) obligations arising from this Subscription Agreement, the Customer shall provide them immediately upon request before any adverse consequences may arise.

If the Customer is late in providing the data, information or other declarations requested by the Service Provider, such delay shall exclude the Service Provider's delay, and the Customer shall compensate the Service Provider for any damage resulting from the delay in providing the information, data, or other declarations.

### **3.2.6. Preparation of the Customer to use the Software**

The Customer undertakes to ensure that its Users acquire the knowledge to use the Application to the extent necessary for the ongoing independent work.

If additional training is required for the Customer's Users, it may be provided in accordance with the terms of the Subscription Agreement.

### **3.2.7. Ensure operation of user-side equipment**

Since the User uses the Applications partly in its own IT environment and with its own tools, the User is solely responsible for ensuring that the IT environment and other conditions (tools, workforce) for the use of the Applications are available in sufficient quantities and qualities. In any case, for the operation of the Applications, the User's infrastructure must comply with the technical conditions necessary for the use of the Services (see [Annex II](#)).



### **3.2.8. Customer's responsibilities for ensuring safe operation**

An important part of safe operation is protection against malicious programs, such as viruses, Trojans, spyware, etc. The Customer shall ensure that its own equipment is free from viruses and malware. The Service Provider shall not be liable for any damage caused by malicious programs to the Customer's equipment necessary to use the Applications.

### **3.2.9. Customer's obligation to indemnify**

By using the Service, Customer agrees to indemnify and hold harmless the Service Provider, its licensors, subsidiaries, and all of its officers, directors, employees, representatives and agents from and against any and all claims, costs (including attorneys' fees and expenses), damages, losses and liabilities arising out of or in connection with the following:

- use of the Service and User's relations with third parties;
- breach of these GTC or any applicable law or other regulation, whether or not specifically referenced in these GTC;
- infringement of third parties' rights;
- misuse or abuse of the Service.

### **3.2.10. Customer's obligation in relation to the use of the System**

When using the Service, the Customer shall act in accordance with the Subscription Agreement, exercise its rights in good faith, fulfil its obligations, and cooperate with the Service Provider.

The Customer shall be responsible for all content that it recorded or uploaded and stored in the System, as well as for all activities it carries out in the System.

The Customer shall use the Service in good faith and in accordance with its intended purpose and the law. Otherwise, the Service Provider is entitled to restrict the Service in accordance with the provisions of these GTC ([Section 6.7](#)), to terminate the Individual Subscription Agreement ([Section 5.3.1](#)), and to claim damages from the Customer for any loss or damage resulting from improper use.

The Customer agrees not to reproduce, copy, sell, resell, or exploit the Service, in whole or in part, without the Service Provider's express written permission.

The Customer shall not upload any harmful worms, viruses, or any code of destructive nature to the Service Provider's Application.

### **3.2.11. Notification of data changes**

If any of the Customer's data included in the Individual Subscription Agreement changes, the Customer shall notify the Service Provider in writing in advance, but no later than 8 days after the change. The Customer may also notify data changes via the Service Provider's [online customer service platform](#). In case of notification of the data change and its confirmation by the Service Provider, the Individual Subscription Agreement shall remain in force with the modified data.

The Customer shall inform the Service Provider in writing of any winding-up, liquidation or bankruptcy proceedings initiated against it, immediately after the proceedings have been initiated.

If the Customer fails to notify the data change or fails to do so within the above time limit, the Service Provider shall not be liable for any damage or any additional costs incurred by

the Customer as a result, and the Service Provider is entitled to claim compensation from the Customer for any damage or additional costs incurred by the Service Provider.

### **3.2.12. Obligation to transfer**

The Customer shall not be entitled to assign or otherwise transfer any of its rights or obligations under this Subscription Agreement without the prior written consent of the Service Provider.

### **3.3. Copyright and rights to use**

For the purposes of this Subscription Agreement, intellectual works shall mean copyright and other intellectual creations, as well as inventions, utility models and designs, development of working methods, training and sales materials, computer programs, procedures, patents, trademarks, all copyrighted works and know-how, and all works subject to intellectual property law (hereinafter referred to as "Intellectual Works").

The Service Provider shall be the holder of the intellectual property rights over the Applications and their documentation as Intellectual Works and the related rights; accordingly, all rights under the intellectual property laws shall vest without restriction with the Service Provider. On basis of this, the Service Provider shall be entirely and without restriction entitled to the author's personal and economic rights. Consequently, the Service Provider is entitled to reproduce, adapt, process, otherwise modify, develop, translate, and make available to third parties or to the public without restriction the copyright works relating the Applications, in particular IT, development, and graphic solutions. The Service Provider is also entitled to transfer the Intellectual Works or elements thereof to third parties, either free of charge or for consideration.

In performing this Subscription Agreement, the Service Provider shall use only software and other products regarded as Intellectual Property that can be considered its own intellectual property, or for which it has acquired the right to use or sell under this Subscription Agreement.

The rights to use shall be transferred by the Service Provider to the Customer for the duration of this Subscription Agreement and to the extent specified in this Subscription Agreement. The remuneration payable by the Customer under this Subscription Agreement includes the consideration for the right to use.

The Customer is entitled to use the Applications solely in the course of its economic activities – except for the Authorised Customer –, as intended, in its own hardware environment, and solely for its own business purposes.

In performing this Subscription Agreement, third parties also include entities which have a shareholding in the Customer as a legal entity or in which the Customer has a shareholding (i.e. parent companies and subsidiaries). Any entity in which either the Customer's parent company or subsidiary or any other related entity has a holding (hereinafter collectively referred to as "Authorised Customer") also acts as a third party.

The ownership of the Intellectual Works created in connection with the Applications based on the Customer's specific requirements shall not be transferred to the Customer but shall remain the property of the Service Provider. The Customer is not entitled to claim ownership of the features developed in connection with the Applications based on its specific requirements or other rights relating to these features as Intellectual Works, nor shall it be entitled to any remuneration for such.

The copyright provisions of this Subscription Agreement do not affect the Customer's rights in respect of the data generated, stored, and transferred by the Customer using the

Applications. The Customer shall be the owner of these data, and the Service Provider shall not be entitled to dispose of such data or use them in any way.

Any breach of the provisions of this chapter shall be considered as material breach of the contract, in view of which the Service Provider is entitled to terminate the Individual Subscription Agreement with immediate effect pursuant to [Section 5.3](#).

In accordance with [Section 9](#), by accepting the Subscription Agreement, the Customer agrees that the Service Provider may use the Customer's name, logo, and other elements clearly identifying the Customer for reference purposes for an unlimited period of time.

### **3.4. Limitation of liability**

The Customer may use the Service solely at its own risk. The Service is provided on an "as available" basis.

The Service Provider shall not be liable for any configuration errors, malfunctions, total or partial compliance of the equipment operated by the Customer; for the operation, download and upload speeds or malfunctions of the Customer's Internet access.

The Customer agrees that in no event will the Service Provider be liable for any unforeseeable, indirect, special, punitive, or any other damages or losses or loss of profit, business interruption, computer failure, loss of business information, or other loss arising out of the use or inability to use the Service.

The Service Provider shall take appropriate and reasonable technical and security measures to maintain the security of the Service, to ensure that it is protected against viruses, Trojans, or similar threats and to ensure that it operates error-free. However advanced the technology used by the Service Provider, no security system is impenetrable. The Service Provider uses its best efforts to protect its systems using the latest technical means (both physical devices and software), however, from a technical point of view, it cannot guarantee that malicious third parties will not succeed in improperly accessing information provided or transmitted by the User during the use of the Service, and therefore the Service Provider shall not be liable in such a case.

## **4. Content of the service**

### **4.1. Definition of the Service**

Service means the Applications available over the Internet or other telecommunications or data network and used by the Customer as a service ("rent as a service" system).

The name of the Application used by the Customer is specified in the Individual Subscription Agreement.

The Service is provided by the Service Provider on its own server, i.e. the software and database enabling the Service, as well as the files uploaded by the Customer are located on the Service Provider's server.

A pre-condition for the Service provision is the parameterisation of the System (system implementation service) with the technical content requested by the Customer. System implementation does not include any custom software development or data migration, it only involves the technical parameterisation of the existing functionality of the System.

For the detailed description of the Services see [Annex II](#).

## **4.2. Services covered by the usage fee**

In addition to the functionalities and additional services listed in [Annex II](#), Service Provider provides the following additional services under the terms and conditions set out in the Individual Subscription Agreement.

### **4.2.1. General product support**

The Service Provider undertakes to provide general product support for the Applications. Within the framework of general product support, the Service Provider shall provide the Users with assistance in using the Applications, in navigating through the interfaces of the Software, and in understanding the functions as well as their operation.

The User may use the general product support service subject to the obligation to provide information as described in [Section 7.2](#) of these GTC and during the service periods as described in [Section 1.2](#).

Provided that the request for product support is made in accordance with the above, the Service Provider undertakes to start processing the request within 4 working hours of receipt. The Service Provider shall not be liable for the execution and commencement of processing within the agreed time limit of requests that are received outside the information obligation described in [Section 7.2](#) of these GTC or outside the service period.

If remote assistance (remote desktop) is required, the User shall provide the necessary conditions for the provision of remote assistance.

### **4.2.2. System surveillance**

During the term of the Subscription Agreement, the Service Provider shall provide surveillance of the systems operating under the Applications' server-side components.

The Service Provider shall continuously monitor the status of the virtual server provided to the Customer and the physical servers running it and shall take immediate action based on the signals from the monitoring system.

### **4.2.3. Error detection**

At the moment of the notification on the encountered issue, the Service Provider may not be able to determine whether the cause of the issue is within or beyond its control.

The Service Provider shall detect free of charge the errors and malfunctions in software that are within its control.

Provided that the request for error detection is made in accordance with the above, the Service Provider undertakes to start processing the request within 2 working hours of receipt.

### **4.2.4. Troubleshooting**

The Service Provider shall remedy free of charge the errors and malfunctions in software that are within its control.

The Customer may use the troubleshooting service during the service periods as described in [Section 1.2](#) and subject to provisions set out in [Section 7](#).

Provided that the request for troubleshooting is made in accordance with the above, the Service Provider undertakes to start processing the request immediately after the cause of

the issue has been identified. The Service Provider shall not be liable for the execution and commencement of processing within the agreed time limit of requests that are received outside the service period.

#### **4.2.5. Version tracking**

The Service Provider shall provide continuous version tracking, which means that the Service Provider undertakes to implement Application and application module updates on its own initiative during the term of the Subscription Agreement, whereby the Customer will always have access to the latest version of the used service.

#### **4.2.6. Service development**

The Service Provider reserves the right to modify and update the Service and the Applications (or any part thereof) at any time and from time to time, without notice or notification. Any new features that complement or enhance the existing Service, including the availability of new tools and resources, automatically become subject to this Subscription Agreement. Customer's continued use of the Service constitutes Customer's acceptance of such changes to the functionality of the Applications and the Service provided through them.

#### **4.2.7. Installing updates**

Centralized system updates are performed between 10 p.m. and 6 a.m., on a monthly or, where applicable, ad hoc basis. Individual system updates are installed at a time agreed with the Customer, once a month. If the Customer requests an additional update in its own interest (for example, due to the installation of an urgent development package), the fee for the exceptional update shall be charged in accordance with [Annex I](#) to these GTC. In such a case, Service Provider shall inform the Customer at least 24 hours in advance of the update.

### **4.3. Service packages**

The Service shall be used based on an individual offer or under different service package (tariff plan) schemes. In the case of a tariff plan, the actual content of the Service depends on the service package chosen by the Customer. If the Service is offered by the Service Provider under a service package (tariff plan) scheme, the technical content of each service package is described in [Annex II](#) of to the GTC.

## 5. Subscription Agreement

### 5.1. Conclusion of the Subscription Agreement

The Subscription Agreement is concluded in writing and enters into force on the date of signature of the Individual Subscription Agreement by both parties. The Customer declares that it is entitled to conclude the Subscription Agreement in its own name and that it is not restricted in its ability to conclude the agreement. The rights and obligations of the parties are set out in these GTC, while certain matters are settled in the Individual Subscription Agreement, subject to the provisions of these GTC. By signing the Individual Subscription Agreement, the User accepts the provisions of the Single Subscription Agreement as binding upon them. In the event of any discrepancy between these GTC and the Individual Subscription Agreement, the provisions of these GTC shall prevail, unless otherwise expressly provided by the parties in the Individual Subscription Agreement.

### 5.2. Content of the Subscription Agreement

The Parties enter into an Individual Subscription Agreement for the Service for an indefinite term. The date of commencement of the Service is the date on which the Service Provider sends the activation notice to the Customer by e-mail.

The Subscription Agreement of indefinite duration shall be terminated in the following cases:

- termination of the Service Provider without legal succession;
- termination of the Customer without legal succession;
- mutual agreement of the Parties;
- extraordinary termination;
- ordinary termination.

The termination of an agreement of indefinite duration shall not relieve the Customer of any obligation to pay the fees incurred during the term of the Subscription Agreement.

### 5.3. Termination of the Subscription Agreement

The Customer is entitled to terminate the Subscription Agreement without giving any reason, upon at least thirty (30) days' advance written notice. The Parties may terminate the Subscription Agreement at any time by mutual written agreement. The Customer shall pay the Service Provider the fees for the services performed before the termination date against an invoice.

In the event of termination of the Subscription Agreement, the Customer and the Service Provider shall cooperate with each other.

In the event of termination of the Subscription Agreement and upon the Customer's request, the Service Provider shall transfer the data stored in the Applications to the Customer within 30 days. The data shall be transferred on an external media or as an electronic file, with the possibility of downloading it. The fact of the data transfer shall be recorded by the Parties in a protocol. The format of the free data transfer shall be set out by the Service Provider in a separate specifications document. The Service Provider may also provide the data in the format specified by the Customer for an additional fee (see [Annex I](#)).

From the day following the date of termination of the Subscription Agreement for any reason, the Customer shall no longer be entitled to use the Applications. Therefore, the Service Provider shall make unavailable the Applications' functions on the day following the date of termination, and the Customer shall back up his own data within 30 working days following the date of termination. On the 31st business day, the Service Provider shall

permanently and irreversibly delete the Customer's data stored in connection with the Service.

If the Service under this Subscription Agreement is accompanied by a Telecommunications service provided by the Service Provider, the termination of this Agreement shall also terminate the related Telecommunications Services, as set out in the [General Terms and Conditions for Telecommunications](#).

In the event of termination of the Subscription Agreement, the Customer shall cooperate with the Service Provider in the fulfilment of the agreed terms.

### **5.3.1. Breach of contract and extraordinary termination**

In the event of breach of contract by the Customer, the Service Provider may terminate the Subscription Agreement by extraordinary termination, by giving 15 days' notice under the conditions set out in these GTC and shall notify the Customer of the termination at the postal or electronic (email) address provided by the Customer in the Individual Subscription Agreement.

The Service Provider may terminate the Subscription Agreement by giving 15 days' notice to the Customer for its outstanding arrears if the payment is late by more than 30 days.

The Customer may terminate the Individual Subscription Agreement with immediate effect, by extraordinary termination, stating the reason for termination, if the Service Provider commits a serious and material breach of contract and fails to remedy it within 15 days following a written notice from the Customer; or if the Service Provider regularly or repeatedly fails to fulfil any of its obligations under the Subscription Agreement and does not remedy the situation despite a written notice of at least 15 days.

Either the Service Provider or the Customer may terminate the Individual Subscription Agreement by extraordinary termination, with immediate effect, by giving notice in writing and stating the reason for termination, if winding-up, liquidation or bankruptcy proceedings have been initiated against the other party.

In particular, but not exclusively, the Service Provider may terminate the Subscription Agreement of indefinite duration by extraordinary termination, if

- the Service is restricted for any reason within the Customer's control;
- the Customer does not fulfil, is late in fulfilling or only partly fulfils its obligation to pay fees;
- the Customer obstructs or threatens the proper functioning of the Service Provider's system and does not remedy the breach within 3 days of the notice of legal consequences;
- the Customer uses the Service in a manner or for purposes that are unlawful;
- the Customer continues to unlawfully use the Service after the notice of legal consequences;
- the Customer unlawfully transfers the Service to a third party;
- the Customer unlawfully uses the Service which it has not ordered;
- the Customer attempts to hack into, render inaccessible or otherwise "attack" any of the Service Provider's systems.

In the event of late payment of the fees due, the Customer shall immediately provide the Service Provider with proof of payment.

The Service Provider shall not be entitled to terminate the Subscription Agreement if the Customer disputes the amount of the fees due and has submitted a claim to an authority or other body competent to hear the dispute in order to settle the dispute; provided that

the Customer continues to pay the undisputed fees and the additional undisputed outstanding fees after the use of the Service.

Instead of terminating the Subscription Agreement, the Service Provider is entitled to request a guarantee or, in order to guarantee compensation, to limit the scope of the services or the use of the Service.

#### **5.4. Amendments to the Individual Subscription Agreement and the GTC**

The Individual Subscription Agreement may be amended by mutual consent of the Parties. The Individual Subscription Agreement may be amended in writing.

The GTC shall be made public by the Service Provider 30 days before the amendment's entry into force, by publishing it on its website as set out in [Section 1.2](#), and by notifying the Customer thereof by email.

The Service Provider shall not be obliged to apply the provisions of the preceding paragraph to amendments to the GTC which are necessary due to the introduction of a new service, and which do not affect the GTC applicable to the services already provided.

The Service Provider is entitled to unilaterally modify the provisions of these GTC, in particular if:

- the Service Provider intends to change the scope of services or the conditions of use of the services due to changes in the system's technical parameters or other justified and service-related business reasons;
- the Service Provider wishes to change the composition or characteristics of the provided services/service packages based on the customer needs or on a comparison of the economic impact of the price of services/service packages and the data on the quality of services/service packages;
- the Service Provider intends to change the fees set out in this Subscription Agreement;
- it is justified by a legislative change, a decision of an authority, a force majeure or any other material change in circumstances which was not foreseeable at the time of the conclusion of the Individual Subscription Agreement;
- it is a change within the Service Provider's control, i.e. in internal circumstances (in particular, but not limited to, a change in the identity of the Service Provider).

The Service Provider shall be entitled to transfer the Individual Subscription Agreements it has concluded as service provider to a given third party by assignment or assumption of debt or, if the Service Provider transfers its relevant business line to a third party by any means, by unilateral amendment of the agreements without the consent of the Customer.

12 months after the conclusion of the agreement or, where applicable, the amendment of the agreement, the Service Provider shall be entitled to index the fees from the first day of each calendar year. The rate of indexation shall not be higher than the general inflation rate for the previous year as published by the Statistical Office. If indexation is applied to the contracted fees, the Service Provider shall notify the Customer 30 days in advance of any change in the fees set out in the Individual Subscription Agreement, indicating and listing the rates affected and the amount of the change.

If the modification contains provisions that are disadvantageous to the Customer, the Customer is entitled to terminate the Subscription Agreement of indefinite duration within 15 days of notification without further legal consequences.

If, as a result of a unilateral amendment to the agreement by the Service Provider, the Customer does not make a declaration within the period specified in the notice of



termination to which the Customer is entitled, but no later than 30 days, and if the amendment applies to the amount of the fee, the Customer pays the amended fee, such conduct shall constitute acceptance by the Customer of the amended terms.

The time limits for the Customer to exercise its rights shall be calculated from the latest notification.

The Parties agree that failure to make a declaration shall be deemed to constitute acceptance by implication, except in cases provided for by specific legislation.

### **5.5. Modifying the service package**

The Service Provider is entitled to unilaterally modify the service package with prior notification to the Customers. When changing the service content of the Service, the Service Provider shall take into account the economic impact of service fees and the content, quality and other characteristics of the packages, in addition to the Customer's needs.

During the term of the Subscription Agreement of indefinite duration, the Customer shall not be entitled to change the previously selected service package to a package of a lower monthly fee, and the Service Provider shall not be obliged to accept such request.

## 6. Fees and payment

### 6.1. Service fees

The Customer shall pay a regular flat fee or a fee in proportion to resources or transactions for the Services; and a one-off or administration fee for the Service Provider's certain non-regular services.

As regards service fees, the Service Provider applies monthly payment periods. The Service Provider reserves the right to set other charging periods in the context of promotions or by individual agreement.

The service fees shall be invoiced by the Service Provider as agreed in the Individual Subscription Agreement; the fees not set out in the Individual Subscription Agreement are detailed in [Annex I](#).

The fees do not include value added tax (VAT) on the service. The Customer shall be invoiced for the amount of the tax, and the Customer shall pay the amount on the basis of the invoice issued by the Service Provider.

### 6.2. Invoicing method and procedure for the collection of fees

For the fees payable, the Service Provider shall issue an electronic or paper invoice to the Customer.

The electronic invoice shall be sent by the Service Provider to the email address provided by the Customer in the Individual Subscription Agreement. Upon sending the electronic invoice to the email address provided, the electronic invoice shall be deemed to have been delivered. The Customer is responsible for the veracity and functioning of the email address provided by the Customer.

Invoicing shall be performed on a monthly basis. The Parties may derogate from this in the Individual Subscription Agreement. Monthly service fees, fees in proportion to resources or transactions used by the Customer and non-regular fees will be invoiced subsequently or in advance as agreed in the Individual Subscription Agreement.

The Customer shall pay the invoice issued by the Service Provider within payment deadline indicated on the invoice.

The payment period is eight (8) calendar days. The Service is considered a transaction with periodic settlement (continuous service).

If the Customer does not receive the invoice, it shall notify the Service Provider immediately, but no later than at the end of the month following the month in question and request a copy of the invoice. A copy of the invoice requested by the deadline shall be issued free of charge. The Customer shall pay an administration fee for any copy of the invoice requested after the deadline, as defined in [Annex I](#).

The Customer shall pay an administrative fee for any payment and termination notices sent by the Service Provider, as defined in [Annex I](#).

The invoicing system of the Service Provider is sound and closed and complies with the applicable financial and accounting legislation. The invoices issued by the Service Provider comply with the current legislation and shall therefore be valid without signature.

By accepting the terms and conditions of the Subscription Agreement, the Customer agrees that the invoices shall be issued and sent by the Service Provider electronically, in accordance with the provisions of Article 175 (3) a) of Act CXXVII of 2007 on value added tax.

### **6.2.1. Post-payment (Post-paid)**

The Service Provider shall be entitled to invoice the Customer for the service fee on the basis of a monthly itemised settlement between the parties. The Service Provider shall prepare the statement of account for the month in question monthly in arrears, at the latest by the 5th working day of the month following the month in question, on the basis of which it shall issue an invoice to the Customer. The Customer shall be entitled to submit comments to the Service Provider within 5 working days of the date of issue of the invoice. If the Customer does not make a comment within this period, it shall be deemed to have accepted the amount indicated on the invoice and shall be obliged to pay it by the payment deadline included on the invoice.

The payment due date for the invoice on the usage fee and the fees for additional services for the month in question is specified in the Individual Subscription Agreement.

The Customer shall pay the usage fee due by the deadline indicated on the invoice by bank transfer to the Service Provider's bank account. The usage fee shall be considered to be paid if it has been fully credited to the Service Provider's bank account.

### **6.2.2. Pre-payment (Prepaid)**

The Customer shall pay the usage fee to the Service Provider by bank transfer prior to the use of the Service. Upon the Customer's express request, the Service Provider shall send the Customer a proforma invoice for the amount specified by the Customer and set out in the Individual Subscription Agreement. The Customer shall pay the usage fee on the basis of this proforma invoice. Once the amount has been transferred to the Service Provider's bank account, it shall appear on the Customer's balance within 1 working day. The Customer shall be entitled to use the Services once the amount has been transferred to its balance.

The minimum amount that can be credited to the balance is HUF 20,000.

The Customer is entitled to use the Service as long as the account balance is sufficient to cover the fees payable for the Service. If the Customer's balance falls below HUF 0, the Service Provider is entitled to automatically limit the Service.

The usage fee for the selected tariff plan is continuously deducted by the Service Provider from the Customer's balance. The Service Provider automatically sends an electronic message alert to the Customer if the account balance falls below a predefined limit, which is also set in the Individual Subscription Agreement.

The Service Provider will issue an advance invoice for the advance credited to the Customer's account in accordance with the accounting legislation, within a maximum of 8 days from the date of settlement. The Service Provider shall issue an electronic final invoice for the amount used in the current month from the advance credited to the Customer's account balance, by the 5th day of the month following the month in question, which shall be sent to the email address indicated by the Customer in the Individual Subscription Agreement. The Service Provider shall indicate the advance payment and the individual items of the Service separately on the invoice. If the advance paid in the current month is not fully used by the Customer in the same month, the Service Provider will transfer the remaining amount to the Customer's next monthly balance.

### **6.2.3. Payment by bank card**

By derogation from the above provisions, the Customer is entitled to settle its payment obligation by bank card or Barion wallet in case of [Prepaid payment method](#).

To initiate a payment by credit card, the Customer shall have a Mastercard, Maestro, Visa, Electron or Amex debit card or credit card suitable for online payment. Card details, the User's email address and the online acceptance of the General Terms and Conditions of the card payment service provider are necessary for the payment.

Payment through Barion is possible in the following ways:

#### **6.2.3.1. Payment by stored bank card**

This payment method is available for Users who have a Mastercard, Maestro, Visa, Electron or Amex debit card or credit card suitable for online payment and a valid Barion registration. Card details required for payment are stored on Barion's secure server. The payment requires the email address and password provided during the Barion account registration. Multiple bank cards can be stored in a single Barion wallet.

#### **6.2.3.2. Payment by previously topped-up Barion balance**

This payment method is available for Users who have a valid Barion registration. The payment requires the email address and password provided during the Barion account registration. The Barion balance is so-called electronic money, which can be topped-up by cash deposit at Barion top-up points or by bank transfer (in some cases also by bank card).

Further information on how to use Barion payment for the Service is available on the Service Provider's website.

Use of Barion requires Barion registration and acceptance of the Barion General Terms and Conditions. It is the User's responsibility and liability to familiarise themselves with the Barion General Terms and Conditions. The Barion General Terms and Conditions are available at the following link: <https://www.barion.com/hu/altalanos-szerzodesi-feltetelek/>

No affiliation, subcontracting or other similar relationship exists between the Service Provider and Barion; and Barion does not provide any support or other benefits to the Service Provider.

### **6.3. Possibility to submit a complaint about an invoice**

The Customer shall be entitled to submit an invoice complaint within 5 working days of receipt of the invoice at the Service Provider's contact details set out in [Section 1.2](#). The Service Provider shall investigate the Customer's complaint within 30 days and, if an incorrect amount has been deducted from the Customer's balance or no amount has been deducted, the Service Provider shall recalculate the amount for the period in question. The Service Provider shall notify the Customer by email of the result of the investigation regarding the invoice complaint. If the Customer's complaint is found to be justified, the Service Provider will transfer the difference to the Customer's account within 15 days.

### **6.4. Interest on late payment**

The Service Provider is entitled to charge interest on late payments if the Customer fails to pay the invoice amount by the date indicated on the invoice. The starting date for the obligation to pay interest on late payment is the day following the due date for payment

indicated on the invoice. The obligation to pay interest on late payment shall continue until the Customer has paid the amount invoiced. In the event of an unfounded invoice complaint, the Customer shall be liable to pay interest on late payment up to the amount not paid by the due date.

The Service Provider shall immediately reimburse any incorrectly charged and collected fee together with default interest. The Service Provider's obligation to pay interest on late payment shall begin on the date of payment of the amount invoiced and end on the date of reimbursement of the amount.

The rate of interest on late payment, broken down for each calendar day and applied pro rata temporis, shall be the rate in effect on the date of its application referred to in the Hungarian Civil Code (Section 6:155 Delay in payments in contracts between business parties).

In case of payment of a monetary claim, the Service Provider shall account for the payments made by the Customer in accordance with the Civil Code. Therefore, if the Customer owes fees together with interest, and the amount paid does not cover the entire debt, the paid amount shall be applied first to charges, then to interest and finally to the principal debt (Article 6:46 Settlement in the case of several debts). Any provision to the contrary by the Customer shall be null and void. This procedure also applies to payments made by the Service Provider to the Customer.

#### **6.5. Management of charges payable arising from a relationship**

In order to collect the unpaid fees due by Customer arising from the service relationship, the Service Provider shall be entitled to use the assistance of a third party collection agency instead of or in addition to limiting the Service or terminating the relationship, and to transfer Customer's data to the collection agency in order to settle the Customer's debts as soon as possible. The Service Provider is entitled to sell or assign the outstanding claims against customers, either partially or entirely, to a third party and to transfer the customer data necessary for debt recovery. The Customer shall pay an administrative fee for the recovery of the amount due, as defined in [Annex I](#).

#### **6.6. Interruption of the Service**

The Service may be temporarily suspended for reasons in the interest of the Service Provider due to unavailability of the Applications or the development, expansion, replacement, extraordinary or scheduled periodic maintenance of the infrastructure supporting the operation.

The Service Provider shall notify the Customer of any planned interruption of the Service at least 8 days before the beginning of the interruption and shall organise the work in such a way that the interruption does not exceed 24 hours per calendar month, unless other economical technical solution not requiring interruption is available.

The duration of the interruption for periodic maintenance of the Service, up to a maximum of 24 hours per month, shall not be included in the period of availability.

#### **6.7. Limitation of the Service**

The Service Provider is entitled to limit access to and use of the Service in the following cases:

- The Customer obstructs or threatens the proper functioning of the Service;
- The Customer resells the Service to a third party without the consent of the Service Provider;

- The Customer is in arrears with payment of the fees due and the payment is late by more than 8 days;
- The balance of the prepaid Service falls below HUF 0;
- On the basis of the available data and information, it is likely that the Customer has misled the Service Provider in relation to a material fact, in particular the data provided by the Customer, for the purpose of using the Service or concluding the Individual Subscription Agreement;
- Winding-up, liquidation or bankruptcy proceeding initiated against the Customer, from the date on which it occurs.

The Service Provider shall notify the Customer by email of any restriction of access to the Service. The Customer's obligation to pay fees shall continue for the duration of the limitation. The period of limitation shall be counted towards the annual period of availability.

#### **6.8. Removal of the limitation of the Service**

If the cause for the limitation is removed by the Customer who notifies the Service Provider in writing about this elimination, the Service Provider shall remove the limitation within 72 hours of the Customer's request.

The Service Provider may charge a reconnection fee for re-establishment of the access to the Service, as defined in [Annex I](#).

#### **6.9. Overpayment**

Settling the Customer's invoice by unintentionally paying an amount in excess of the invoiced amount by any payment method. Unless the Customer declares otherwise, the Service Provider is entitled to credit the amount of the overpayment to the Customer's next invoice or to its account balance. If the Customer does not intend to claim the amount of the overpayment as set out above, but requests the Service Provider to refund the overpaid amount, the Customer shall pay the Service Provider the administrative and bank charges for the refund, as defined in [Annex I](#). The Customer agrees that the Service Provider shall deduct the above costs related to the refund from the amount of the overpayment to be refunded.

## 7. Customer relations and issue management

### 7.1. Communications

Any notifications or communications between the Parties under this Subscription Agreement shall be in writing. Written communication shall be deemed to include any document received in person with acknowledgement of receipt, postal letter delivered with acknowledgement of receipt, delivery by courier and email, provided that the email is sent from and to an address known to the Parties and accepted for communication in relation to this Agreement. For the purposes of this Subscription Agreement, the email shall be the primary channel of communication.

Notifications sent by courier or registered mail shall be deemed to have been delivered even if the addressee is not available at the address specified in this Subscription Agreement (addressee has moved or is unknown) or refuses to receive the delivery or fails to receive the delivery despite being duly requested to do so. The Parties agree to confirm the delivery of the letter sent by electronic means without delay. An email shall be deemed to have been delivered without acknowledgement of receipt on the working day following the date of dispatch, at the time of sending of the email, unless delivery is impossible for technical reasons beyond the control of the addressee.

Parties shall be entitled to change their contact details unilaterally at any time, with a simultaneous written notice to the other Party. Pending receipt of such notification by the other Party, the other Party shall be obliged to send notification only to the contact details previously provided.

The Service Provider shall provide support to the Customer in connection with the Subscription Agreement during the period set out in the Subscription Agreement.

Customer shall submit support questions and requests regarding the services covered by the usage fee (see [Section 4.2](#)) and services not covered by the usage fee in the manner and through the communication channels set forth in [Section 7.4](#). If the Customer submits a direct request outside the communication channels listed in [Section 7.4](#), the Service Provider shall be entitled to invoice the extra cost of the direct request as defined in [Annex I](#).

The Parties shall endeavour to ensure that Customers contact the Service Provider's non-customer service staff directly by phone only in cases of commercial importance. An exception to this provision is project-based cooperation for the duration of the project.

### 7.2. Reporting an issue

The Service Provider supports the Applications specified in the Individual Subscription Agreement.

The following cases shall not be deemed to constitute a defective performance by the Service Provider:

- The issue has been generated within the control of the Customer, as defined in [Annex II](#), in relation to the Application under the Individual Subscription Agreement;
- The issue is beyond the control of the Service Provider;
- The issue is due to unavoidable external circumstances;
- The issue has not been reported;
- The issue was rectified by the Service Provider within the time limit for troubleshooting;

- The Customer expects the ordered Service to provide a service or service conditions of a quality other than that agreed under the Individual Subscription Agreement or the GTC.

The Customer shall notify the Service Provider of any errors or irregularities as soon as they are detected, in the manner and through one of the communication channels set out in [Section 7.4](#).

In the event of an unjustified direct request outside the communication channels listed in [Section 7.4](#), the Service Provider shall be entitled to invoice the extra cost of the direct request as defined in [Annex I](#).

### **7.3. Persons entitled to report an error, method of identification**

The Individual Subscription Agreement contains the details of the persons authorised by the Customer to report an error. The Customer may change the list of these persons in writing or by email. When reporting an error, the Customer's representative shall identify themselves and provide the Service Provider with as detailed information as possible in order to enable the Service Provider to investigate the error report.

In the event of a failed or unsuccessful identification, the error report shall not be considered as formal, and the Service Provider shall not start the work or provide any information. The rules on identification may be modified by the Service Provider in agreement with the Customer.

The Service Provider (also) logs unsuccessful identifications, records them in a job ticket and regularly informs the Customer's representative by email.

### **7.4. Means of contacting Customer Service and reporting an issue; required data**

The following information must be provided when reporting an error:

- Customer's name
- Name of the reporting person
- Contact details of the reporting person
- Name of the application
- Detailed description of the Problem or Request
- Urgency level of the error report

The Service desk online platform is the preferred channel for reporting an error ([ugyfelszolgalat.comnica.com](http://ugyfelszolgalat.comnica.com)). The Service Provider shall also register in the Service desk reporting system all events reported through other channels listed in [Section 7.4](#).

#### **7.4.1. Email**

The request for support shall be sent to the email address indicated in [Section 1.2](#) and shall include a description of the problem/request as detailed as possible in order to allow the investigation of the report. The Customer's representative shall identify themselves in such cases as well.

#### **7.4.2. Phone**

If it is justified by the urgency of the issue or the request, the issue or the request may be reported (also) by phone during business hours using the contact details listed in [Section 1.2](#). In order for the support to be carried out effectively by the Service Provider, the Reporting Person shall have access to the application to which the error report relates and



detailed knowledge of the documented operation and functions. Support requests shall be submitted by calling the following phone number.

### **7.4.3. Service desk online platform**

The request for support shall be submitted via the Online reporting platform indicated in [Section 1.2](#). The report/request shall include a description of the problem/request as detailed as possible in order to allow the investigation of the report. In this case, the Reporting Person shall identify themselves by logging into the Online reporting platform.

### **7.5. Follow-up of reported events**

The Service Provider registers each request in its system, which automatically assigns a unique identifier to the error report. Upon submission, the Service Provider shall provide a ticket number to the Customer's representative. The ticket number must be used in all subsequent notifications related to the same issue. The Service desk online platform ([ugyfelszolgalat.comnica.com](http://ugyfelszolgalat.comnica.com)) allows tracking of the queries and answers provided by the Service Provider as well as the current status of the report/request. The Service Provider shall also send the answers to the ticket by email to the Reporting Person and to the Customer's contact persons who have access to the Service desk online platform.

### **7.6. Customer Service availability and response time**

The response time for an error report shall be calculated according to the Customer Service's opening hours indicated in [Section 1.2](#).

The Service Provider shall provide a response time of 72 hours for reports made to the Customer Service.

The status of the report remains open until the Service Provider provides the Customer's representative with an answer to the question submitted.

### **7.7. Availability for support and reporting an issue, time limit for troubleshooting**

When the Customer reports an issue, the Service Provider shall provide feedback to the Customer according to the urgency/priority of the issue and shall start troubleshooting. The urgency levels are defined in the table below:

Urgency of the issue	Description
Critical/Inhibitory	<ul style="list-style-type: none"> <li>• An issue that prevents the Application's basic operation or the use of its main functions.</li> <li>• An issue affecting the Service provider's Internet network</li> <li>• Unavailability of database servers provided by the Service Provider</li> </ul>
Serious	The issue does not prevent the basic operation or use of the Application. A main function is inoperative
Standard	The issue does not prevent the functioning of the Application but affects its usability
Cosmetic	A minor issue in the use of minor functions (e.g. incorrect screenshot)

If necessary, the Customer shall provide the Service Provider with a suitable test environment or, upon Service Provider's request, remote access to the computer of the

operator experiencing the issue. The Customer shall be responsible for testing the materials (patches, updates, documentation) provided during the process of troubleshooting and shall exercise due diligence in doing so. The Service Provider shall provide reasonable and justified support for testing and (if necessary) installing the patch.

If the Service Provider requests clarification of the report for diagnostics, the Customer shall cooperate with the Service Provider and provide the requested information. The time required to complete the reported data shall not be included in the troubleshooting time for which the Service Provider has set a target.

The response times are defined in the table below. The response time depends on the classification level of the reported issue. The Customer shall classify the issue when reporting it, but the Service Provider may propose to change this classification.

Urgency of the issue	Start of troubleshooting (hours)	Response time (hours)	Start of troubleshooting outside support hours
Critical/Inhibitory	1	4	Yes
Serious	1	4	Yes
Standard	4	72	No
Cosmetic	4	72	No

The Service Provider shall confirm receipt of the Issue report within the Response Time and shall start the troubleshooting within the time specified in the “Start of troubleshooting” column.

The status of troubleshooting remains open until the Service Provider provides the Customer’s representative with a solution rectifying the issue.

The time for troubleshooting shall be calculated according to the opening hours of the Service Provider’s Issue Reporting Service indicated in [Section 1.2](#).

The Service Provider shall undertake to rectify issues during business hours, within the indicated response times.

### **7.8. False reporting, issue management of unsupported systems**

If the reported issue did not occur in the supported systems or if a false issue report was made, the Service Provider is entitled to charge the costs incurred for troubleshooting, user support and consultation. The provisions of this section shall also apply to corrections of other Applications not provided as a service, which are not covered by warranty.

The Service Provider shall carry out the troubleshooting for an additional fee if the issue is caused by one of the following:

- Unlawful modification, alteration or correction of the System or the Applications, or by the Customer
- Overwriting of the program by the Customer or by a third party on behalf of the Customer
- Unauthorised intervention
- Vandalism

In such cases, the Service Provider shall be entitled to invoice the Customer for the hourly rate of the expert support, as defined in [Annex I](#).

The minimum unit of time to be invoiced is 15 minutes. Each started unit of time shall be invoiced.

### **7.9. Quality targets undertaken by the Service Provider**

The target for incoming and successfully connected calls to the Service Provider's customer service in case of live voice response by the operator within 60 seconds is 90%.

The target time limit for rectifying an issue reported by the User and confirmed through diagnostics is 72 hours from the actual reporting of the issue.

In the case of requests submitted by the User and not constituting a notification of issue, the target response time is 72 hours from its actual reporting.

### **7.10. System complexity**

The Customer is aware of how the data entries in the Applications interact with each other as a result of the process, If the User incorrectly records data or does not follow the procedures, any resulting data retrieval and data cleansing tasks requested by the Customer as a result shall be performed by the Service Provider as an additional service, which is not covered by the usage fee, as defined in [Annex II](#).

### **7.11. Payment of penalty**

The Service Provider is liable to pay a penalty if, for reasons attributable to the Service Provider, it fails to fulfil its obligations under the Subscription Agreement or fulfils them inadequately or late. The penalty is calculated on the basis of the current monthly service fee. Its daily rate is 10 percent. The monthly penalty cannot exceed 100 percent of the monthly average of the Customer's last 6 monthly fees.

### **7.12. Force majeure**

Neither party shall be liable for the performance of any obligation set out in this Subscription Agreement – subject to the exceptions set out in this Subscription Agreement – in cases where unforeseeable or unavoidable circumstances arise beyond the control of either party (force majeure) which prevent the performance of the Subscription Agreement. Such circumstances include, but are not limited to acts of war, riots, sabotage, bombings, emergencies, natural disasters (floods, fires, lightning, wind-storms, blizzards, inland waters, other natural disasters, interruption of public utility services), or the consequences of the actions taken in an emergency situation by the entities authorised by law to act in such situations. These events limit or prevent the Contracting Parties from fulfilling their obligations under the Subscription Agreement, and as a result they cause material or non-material damage without negligence on their part.

## 8. Data protection

The legal basis for the processing of personal data relating to this Subscription Agreement is the conclusion and performance of this Subscription Agreement; the legitimate interest of the Parties is to maintain contact in order to implement the cooperation and, for example in the case of invoicing, to comply with legal obligations. The Parties shall be deemed to be processors in relation to each other in respect of personal data relating to them which are transmitted to the other Party, in particular for the purposes of the performance of this Subscription Agreement and for the purposes of communication, and shall not use any other processor in the performance of their processing activities in accordance with the applicable data protection legislation. The Parties shall process personal and other data which has come to their knowledge in connection with 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 referred to as "GDPR") and the provisions of Act CXII of 2011 on informational self-determination and freedom of information (Freedom of Information Act). They shall not, during the term of this Subscription Agreement or after its termination, use such data for their own purposes or for the purposes of third parties, without the other Party's consent, in a manner different from the legal relationship established by this Subscription Agreement, nor make them available to third parties or otherwise misuse it.

The controller is the Customer in respect of the data entered into the system by the User in connection with the use of the Service. With respect to such data, the Service Provider shall be considered as processor, with the understanding that it shall not perform any processing activity on the data other than storage on behalf of the Customer or, where applicable, erasure or transmission on the basis of a written request by the Customer. The Service Provider shall provide the Customer with the possibility to access the data stored on its servers, if any. The relationship between the Parties in relation to the data uploaded by the User during the use of the Service is detailed in the appendix on processing activities (see [Annex III to these GTC](#)).

In the scope of their activities, the Parties shall implement adequate safeguards and appropriate technical and organizational measures to protect data, as well as adequate procedural rules to enforce the provisions of the GDPR and the Freedom of Information Act, as well as any regulations concerning data protection and confidentiality. The Parties undertake to take appropriate measures to protect personal data provided by the other Party, in particular against unauthorised access, alteration, transmission, disclosure, deletion, or destruction, as well as against accidental destruction or damage.

In the event of termination of this Subscription Agreement for any reason, the Parties shall permanently and irretrievably delete any personal data of which they have become aware in relation to each other under this Subscription Agreement within 30 days of termination of the Individual Subscription Agreement and return them to the other Party.

Unless otherwise agreed by the Parties, the Service Provider shall store the data provided by the Customer in the use of the Service for a period of 3 months, after which all data shall be permanently and irretrievably deleted. By separate agreement between the Parties, the Service Provider may store the data for longer periods. The data protection provisions relating to personal data stored in the Applications are set out in the relevant privacy policy of the Service Provider, which the Service Provider publishes on its website.

The Service Provider shall take all reasonable measures to keep the data secure, but shall not be liable for any damage, destruction, or loss of the data in the event of technical failure, natural disaster, cyberattack, terrorist or criminal acts or other force majeure events.

## **8.1. Data security and redundancy**

The Service Provider provides its software services using its own servers located in secure, high-availability data parks. In these data parks, hardware and software access is provided within regulated frameworks (ISO:27001). The servers are located on three physically separate sites, each with at least two separate Internet connections to the Internet. The Service Provider's private cloud and the applications running on it comply with Recommendation 4/2019 (IV. 1.) of the Central Bank of Hungary.

The software running on the servers runs in Docker containers which can be freely moved either within a site or between sites. In general, a server or the Internet connection failure will not result in a loss of service. However, in extreme situations - e.g. multiple Internet connections failing together - there may be a few seconds of service downtime while another site takes over the tasks of the site which is down. The Service Provider monitors its servers 24 hours a day using its own equipment and resources, without having recourse to subcontractors. To ensure reliability, the physical servers run a uniformly and continuously updated CentOS operating system.

The Service Provider shall apply the principles and procedures set out in its Information Security Regulation (ISR), Network Security Policy (NSP), Data Privacy Policy and Business Continuity Plan (BCP) to ensure the security of data.

The Service Provider provides information security awareness training to its employees, one of the objectives of which is to enhance data protection.

The Service Provider shall conduct independent external Penetration Tests and Vulnerability Scans in relation to the provided Services and shall regularly update the results of these tests.

The Service Provider holds the following quality standards: ISO:9001, ISO:27001, PCIDSS.

## 9. Confidentiality

This Subscription Agreement and all facts, information, other data and compilations thereof, which are acquired during the performance of the Subscription Agreement and which relate to the operation and activity of the other Party, the acquisition, use, communication or disclosure of which by unauthorized persons would damage or threaten the economic, financial, market or security interests of the entitled party, shall be considered business secrets of the Parties. In this respect, trade secrets shall include, but not be limited to the following: (a) know-how, (b) program source code, (c) information relating to the employees, programmers, partners, or suppliers of the Parties, (d) information relating to the financial and other business operations and transactions of the Parties.

The Parties shall treat any secrets coming to their knowledge in accordance with the applicable legislation and subject to the provisions of this Subscription Agreement. Within the scope of their confidentiality obligations, the Parties shall not take unfair advantage of the use of the information obtained by them, nor shall they disclose, transfer, or communicate that information to any unauthorised person.

The Parties undertake to maintain the confidentiality of the information contained in this Subscription Agreement without limitation of time and not to disclose that information in any form to any third party without the prior written consent of the other Party.

The obligation of confidentiality shall continue after the termination of this Subscription Agreement for any reason and shall remain in full force and effect without limitation of time.

An exception to this confidentiality is when a Party discloses any of the above information in order to comply with a legal obligation. The Parties shall immediately inform each other if, pursuant to a lawful request from a court or other authority having jurisdiction, they are required to provide to the court or the authority any of the information referred to above.

Confidentiality shall not limit the right of the Parties to inform their professional legal advisor and accountant of this Subscription Agreement and its contents, with the understanding that the obligation of confidentiality shall also apply to these persons. The Parties shall be responsible for the data processing and confidentiality of their professional legal advisor and accountant in the same way as for their own.

The Parties agree to be bound by the provisions of Article 4 of Act LVII of 1996 on the prohibition of unfair market practices and the restriction of competition and are aware of the concept of trade secrets as defined in Article 1 (1) of Act LIV of 2018 on trade secrets ("Act on trade secrets") and of the provisions of Act CXII of 2011 on informational self-determination and freedom of information and of the Act on trade secrets concerning trade secrets and the penalties applicable to breaches thereof. The Parties are aware of the provisions of Act C of 2012 on the Criminal Code and the Act on trade secrets regarding the breach of trade secrets.

In addition to any other legal consequences, the Parties shall be liable to each other for damages resulting from the breach of confidentiality rules set out in this paragraph.

If the Service Provider lists the Customer as a reference to a third party during the term of this Subscription Agreement, this shall not constitute a breach of confidentiality.

## 10. Miscellaneous provisions

This GTC and the Individual Subscription Agreement are governed by the laws of Hungary. For aspects not covered by this GTC and the Individual Subscription Agreement, the laws of Hungary shall apply.

The Customer and the Service Provider shall be entitled to initiate proceedings, whether or not by litigation, in respect of disputes arising in connection with the provision of the Service. The limitation for all claims arising from the customer relationship is one (1) year.

The Service Provider reserves the right to assign its claims arising from the Subscription Agreement to another person or entity, subject to the provisions of the Civil Code.

The Parties shall seek to resolve any disputes arising out of the Subscription Agreement amicably, taking into account the legitimate interests of the other Party.

If this is not possible, the Parties agree to submit to the exclusive jurisdiction of the Metropolitan Court of Budapest for the resolution of any dispute arising out of or in connection with the Subscription Agreement, whether related to breach of contract, termination, validity or interpretation.

If any provision of this Subscription Agreement is or becomes invalid, the Subscription Agreement as a whole shall not be affected. The invalid part shall be replaced by the legislative provision that is closest in content to the contractual purposes.

During the term of this Subscription Agreement and for two years after its termination, the Customer shall not employ the Service Provider's employees, agents, subcontractors, or other assistants to the performance of services in the framework of an employment or other working relationship, neither on its own behalf nor on behalf of a third party. In the event of a breach of the obligation under this paragraph, the Customer shall pay the Service Provider a penalty of HUF 5,000,000, i.e. five million forints, within 8 days of receipt of the Service Provider's first notice. For the avoidance of doubt, it should be noted that, although in certain cases the Service Provider's employees perform the activities covered by this Subscription Agreement at the Customer's premises and on the Customer's IT equipment, only the Service Provider shall determine the working hours of the Service Provider's employees and shall have official authority over them, meaning that the Customer shall not give any instructions to the Service Provider's employees, agents, subcontractors and other assistants to the performance of services.

This Subscription Agreement supersedes all prior agreements, representations and conditions between the Parties relating to the Service that are in conflict with this Subscription Agreement.

## I. Annex I: Fees

All prices indicated in this annex are exclusive of the Hungarian value added tax.

### I.1. Comnica Contact Center

#### I.1.1. Payment provisions

An invoice for the aggregated fees is issued on the first working day of the month following the month in question.

#### I.1.2. Fees

System start-up fee: HUF 200,000

The Customer can choose between three pricing models when using the service.

- System fee per minute based on the time of login: HUF 2.5 Ft per minute  
Base unit charged: the sum of the time spent by all operators logged into the software in a given month
- Monthly system fee based on the number of seats: HUF 23,900 Ft per seat  
Base unit charged: the price for the type of work performed by operators logged into Comnica client at the same time in a given month
- System fee per minute based on the talk time: HUF 6 Ft per minute  
Base unit charged: the sum of the talk time of all operators in a given month
- Minimum number of operators to be invoiced: 4 persons

##### I.1.2.1. Additional service fees

- [Long-term storage](#) service: HUF 100 per GB
- Connecting IP phone extensions to the system: HUF 500 per extension
- Usage fee of [Dialer with application](#): HUF 5,000 per operator
- [Modification of caller ID](#): HUF 5000 per occasion
- [Mobile caller ID](#): HUF 30,000 per phone number a month
- [Protection against spam call](#): HUF 30 per occasion
- [Database cleaning](#): HUF 15 per closed record

### I.2. Comnica SmartSMS

#### I.2.1. Payment provisions

Pre-paid only, as detailed in [Section 6.2.2](#) of the main body of the GTC.

#### I.2.2. Fees

- System start-up fee: HUF 75,000
- Monthly fee: HUF 25,000
- Charge for SMS message sent to domestic telephone networks: HUF 25 per sent SMS
- Charge for SMS message sent to international telephone networks: HUF 40 per sent SMS
- Setting a fix dispatch phone number: HUF 25,000 a month

### I.3. Comnica SMSGateway

#### I.3.1. Payment provisions

Pre-paid only, as detailed in [Section 6.2.2](#) of the main body of the GTC.



### I.3.2. Fees

- System start-up fee: HUF 75,000
- Monthly fee: HUF 25,000
- Charge for SMS message sent to domestic telephone networks: HUF 25 per sent SMS
- Charge for SMS message sent to international telephone networks: HUF 40 per sent SMS
- Setting a fix dispatch phone number: HUF 25,000 a month

### I.4. International phone number

#### I.4.1. Payment provisions

Pre-paid only, as detailed in [Section 6.2.2](#) of the main body of the GTC.

#### I.4.2. Fees

- Monthly fee: HUF 12,000 per phone number

### I.5. Administration fees

Name	Value	Unit	GTC reference
Reconnection fee (after limitation of the service)	1 hour system support fee	pcs	<a href="#">Section 6.8</a>
Fee of payment reminder	HUF 500	sending	<a href="#">Section 6.2</a>
Fee of termination letter	HUF 800	sending	<a href="#">Section 6.2</a>
Administration fee related to collection of fees	Flat fee of 20% of the amount of the claim, but not less than HUF 5,000	collection of fees	<a href="#">Section 6.5</a>
Fee for returning an overpayment to a bank account	HUF 400	item	<a href="#">Section 6.9</a>
Fee for printing and mailing the paper copy of the invoice	HUF 800	request	<a href="#">Section 6.2</a>
In the case of paper invoices, fee for issuing a new invoice for the period prior to the notification in the event of failure to notify changes in data	HUF 2,000	request	<a href="#">Section 6.2</a>
Issue management (detection of an issue beyond control, rectification of the issue)	HUF 12,000	hour	<a href="#">Annex II</a>
Compiling custom statistics and scripts (operator platforms)	HUF 10,000	hour	<a href="#">Annex II</a>
Consultancy	HUF 15,000	hour	<a href="#">Annex II</a>
Training	HUF 20,000	hour	<a href="#">Annex II</a>
Development support	HUF 20,000	hour	<a href="#">Annex II</a>

## II. Annex II: Description of services

### II.1. Comnica Contact Center

#### II.1.1. Description of the service

The Comnica Contact Center service (hereinafter referred to as “Comnica CC”) is a professional customer service solution based on web technology with cloud architecture, which enables the User to communicate with customers by phone, email, SMS, or other channels, regardless of the volume and extent of use, under controlled conditions.

#### II.1.2. Content of the service

The Service Provider shall provide the User with the possibility to use the web software and mobile applications necessary to access the Service Provider’s CC service and shall operate the background systems necessary for the use of the service.

The Service Provider shall provide the Customer with a User Interface, which can be accessed only by the End User possessing the user name and password provided by the User, according to the permissions set in the System.

The operator interface provides the following functions:

- Managing the call center’s outgoing and/or incoming calls.
- Managing operator status changes (Waiting for customer, Break, Lunch, Training).
- Operators can track the time they spend in different statuses.
- Possibility of dedicated and shared call-backs (call-backs are displayed on the client’s “Call-backs” panel).
- Customer data can be recorded using a script created in a script editor and a predefined record data sheet.
- SMS and email messages can be sent at the touch of a button.
- Manual or predictive dialing mode (calls automatically initiated by dialer) can be used.
- Easy use of action buttons for making, ending, holding, or muting a call or pausing voice recording.
- The operator can see their own assigned projects in order of priority.
- In the call center software’s operator interface, the operator can track their successful and unsuccessful terminations, as well as all their calls for the day.

The administration interface provides the following functions:

The web interface or “control panel” of the Comnica CC software, through which the parameters related to the contact center service can be managed and monitored, or the campaign and system reports/statistics can be retrieved. It also provides access to the following interfaces:

- Operator (web) client:

Call management interface to be used in the Comnica CC browser. It is used to make and receive calls.

- Monitor:

A web-based monitoring system, accessible from the administration interface, to track and modify the parameters of current calls and campaigns in the call center software.

- Ratio:

Dialing strength per campaign to set the maximum number of calls to be

made per free operator. Setting it too high increases the chance of dropped calls.

- Priority:  
With several activities running in parallel, it is possible to prioritise the more important ones. The priority value can be set per campaign and per record. In campaigns, no new call is made from lower priority items as long as there are phone numbers available in higher priority items. For records, items with lower and higher priority are combined, but higher priority items are given more weight when selecting a caller ID.
- Statistics:  
The User can retrieve the data stored in the system using a method predefined by the Service Provider. Filtered data can be exported in formats specified in the System.
- Campaigns:  
The User can create and manage the Campaigns necessary for the System's operation, specify their parameters, as well as upload and modify data. In the case of Campaigns, users can perform queries, filtering, and terminations on the stored data. Filtered data can be exported in formats specified in the System.
- Voice recording:  
Until the termination of the Individual Subscription Agreement, the Service Provider undertakes to store the data and audio files generated in the course of the Customer's activities on the storage space assigned to the virtual IP-PBX created for the Customer for a period of 3 months from the moment the data is generated, and to ensure the continuous availability of the data and audio files through the Software's client-side interfaces. The Service Provider shall permanently and irretrievably delete any audio files generated by the Customer's activities and older than 3 months. The storage of data beyond 3 months shall be the responsibility of the Customer. The Customer shall inform the Service Provider if the storage of the data in accordance with this section is applicable to the Customer as controller.

#### **II.1.2.1. Virtual IP switchboard service**

The Service Provider shall provide the Customer with a virtual IP switchboard service during the term of the Subscription Agreement.

The Virtual IP switchboard service enables the client-side components of the Software installed on the Customer's equipment to connect via the Internet to the virtual IP-PBX created for the Customer, which runs on the Service Provider's physical equipment located in high-security server farms. Using the virtual IP switchboard, the Customer is able to access traditional phone switchboard services and the call routing module functions of the Software.

For the phone numbers used in connection with the virtual IP switchboard service, the Customer undertakes to conclude an Individual Subscription Agreement with the Service Provider in accordance with the GTC for Telecommunications.

#### **II.1.2.2. List of Service functions**

- Remote working and multi-site operation: flexible working hours at multiple sites, ensuring DR site operation as well
- Outbound and inbound campaign management - simultaneous management of campaigns, projects, and destinations
- Display, disable and set caller ID for specific campaigns - available as part of product support

- IVR management - single or multi-level IVR management, each menu item can be linked to different campaigns or multiple numbers can be linked to a single campaign, IVR setting up to two depth levels - available as part of product support
- Automatic call forwarding - instant call forwarding to external or internal extensions
- Call forwarding with operator programmed buttons - programmed buttons can be added to scripts to automate call forwarding
- Uploading and downloading a database - in CSV, XLS or XLSX format with database migration option
- Script editor - visual script editor, flexible branching management, shortcuts, multi-column display, version tracking, printer-friendly view for training
- Advanced data sheet editor - data sheet editor that displays data sheet independently of script page and can be updated according to need during communication
- Checking the correctness of data input - data entry verification and troubleshooting feedback to assist the operator
- Advanced call setup options - dialer and switchboard settings, operator timeout settings, fine-tuned operator permissions
- Skill based routing - weighting the order in which calls are handled based on operators' knowledge and experience
- Campaign prioritisation - setting call priorities, both inbound and outbound, based on resources and the level of importance of campaigns
- Predictive dialling - automatically initiated calls, with call times of over 40 minutes per hour
- Adding custom operator statuses - in contact/call centers, all working time has to be recorded, so it is important to be able to record accurate statuses, and to do this, operator statuses can be flexibly configured in the system
- Real-time call monitoring - the admin/supervisor can continuously monitor call statuses and team workload per operator and per campaign
- Real-time SLA and KPI measurement supported by graphs, with comparison - comparison against previous hourly/daily/weekly statistics to easily monitor team performance and make necessary decisions promptly
- Call listening, training mode - during the listening and training mode, you can monitor and develop new campaign staff or new operators while they are on the line with the customer
- Create customised statistics that can be saved - easily retrievable statistics at any time to support regular analysis
- Export statistics - in CSV, XLS or XLSX format
- Audio file playback and evaluation – playback feature to evaluate calls
- Audio file storage, retrieval, downloading and monitoring - stereo audio files stored in MP3 format, easily retrievable and downloadable to your own storage
- Built-in real-time balance tracking - to see the amount added to and used from your balance
- Create custom Robinson lists - manage multiple Robinson lists up to campaign level
- GDPR compliant data anonymization at administrator level
- Audio file playback, evaluation – playback feature to evaluate calls
- Transaction-based sending of SMS messages - personalised SMS messages can be sent during calls or on a scheduled basis, based on information retrieved from the database
- Transaction-based sending of email messages - personalised email messages can be sent with or without attachment, during calls or on a scheduled basis, based on information retrieved from the database
- Use and easy editing of email/SMS templates - templates can significantly increase efficiency, the expected SMS character count is displayed by a counter for each message template

- Easy monitoring of sent SMS and email messages - to check the status of sent messages (for SMS messages, the status of received messages can also be monitored)
- Multilayer contact center management panel (CCCP) - provides a multilayer operation, meaning that a single center can manage multiple independent contact centers at the same time; or individual teams within a company can work separately, while management can view reports and settings in a single location

### **II.1.2.3. Additional services not covered by the usage fee**

#### **II.1.2.3.1. Compiling custom statistics and scripts (operator platforms)**

Besides the statistics built into the Software, Service Provider undertakes to prepare and customize statistics, as well as related database structures and operator platforms, if feasible using the data available in the Software platform.

In the case of calls made from the Software, the Service Provider undertakes to change the displayed phone number if a Subscription Agreement for Telecommunications has been concluded between the Customer and the Service Provider for the phone number to be displayed.

The Service Provider shall measure the time spent on the provision of the above service in 15-minute units of account, which shall be provided to the Customer free of charge for the number of hours specified in the Individual Subscription Agreement. Unless specifically provided for in the Individual Subscription Agreement, the part of the time spent on the provision of the service beyond the free period shall be charged on the basis of the service fee set out in the Individual Subscription Agreement or as defined in [Annex I](#) to these GTC. The total amount is indicated on the invoice issued to the Customer on the next monthly usage fee. The time frame available for free shall not be rolled over to the next month.

#### **II.1.2.3.2. Long-term hosting service**

Until the termination of the Individual Subscription Agreement and upon the Customer's express request, the Service Provider undertakes to store the data and audio files generated in the course of the Customer's activities more than 3 months ago on the storage space assigned to the virtual IP-PBX created for the Customer, and to ensure the continuous availability of these data through the Software's client-side platforms.

Unless specifically provided for in the Individual Subscription Agreement, the Service Provider shall charge for the Long-term hosting service according to the following formula: the maximum storage space used in a given month by the Customer's data generated more than 3 months ago, rounded up to whole gigabytes (GB), multiplied by the fee set out in the Individual Subscription Agreement or as defined in [Annex I](#) to these GTC.

#### **II.1.2.3.3. "Comnica Dialer" additional service**

Calls can be made and recorded from phone numbers assigned to operators authorised on the administration interface by terminating the mobile phone call via the System provided by the Service Provider. Such phone call is considered a mobile call. For calls made using the application, the ability to record calls can be set as a basic parameter of the System.

Unless specifically provided for in the Individual Subscription Agreement, the Service Provider shall charge for the Comnica Dialer service on a monthly basis, on the basis of the number of operators required by the Customer, using the service fee set out in the Individual Subscription Agreement or as defined in [Annex I](#) to these GTC.

#### **II.1.2.3.4. “Mobile Caller ID” service**

For calls made from the system provided by the Service Provider, a mobile phone number can also be displayed as Caller ID for campaigns selected by the Customer.

Unless specifically provided for in the Individual Subscription Agreement, the Service Provider shall charge for the Mobile Caller ID service on a monthly basis, on the basis of the number of displayed phone numbers required by the Customer, using the service fee set out in the Individual Subscription Agreement or as defined in [Annex I](#) to these GTC.

#### **II.1.2.3.5. “Protection against spam call” service**

For calls made from the system provided by the Service Provider to mobile phone numbers, information of call control mobile application (i.e. “caller name”) can be displayed. Use of the Service is based on the phone number. All calls made through the call control mobile application shall be charged.

Unless specifically provided for in the Individual Subscription Agreement, the Service Provider shall charge for the Protection against spam call service on a monthly basis, on the basis of the number of signals sent to the mobile application controlling the calls from the displayed phone numbers required by the Customer, using the service fee set out in the Individual Subscription Agreement or as defined in [Annex I](#) to these GTC.

#### **II.1.2.3.6. “Database Cleaning” service**

In the case of calls made from the system provided by the Service Provider, based on the information on the number called, the system shall close the record for the given phone number by individual termination if a successfully connected call cannot be established using the given phone number.

Unless specifically provided for in the Individual Subscription Agreement, the Service Provider shall charge for the Database Cleaning service on a monthly basis, on the basis of the number of records analysed and individually terminated, using the service fee set out in the Individual Subscription Agreement or as defined in [Annex I](#) to these GTC.

#### **II.1.2.3.7. Custom development**

If the Specific Development Request is feasible according to the Service Provider’s response, the Service Provider undertakes to admit requests from the Customer for custom development of the Software and to provide the Customer with an estimated working time for the development request to the best of its ability.

If the estimated number of working hours for the fulfilment of the Specific Development Request does not exceed 2 hours, the working hours spent on the development may be charged against the monthly free of charge allowance of the Customer for the production of individual statistics and scripts as set out in the Individual Subscription Agreement, provided that the number of free hours set out in the Individual Subscription Agreement covers it.

If the estimated number of working hours for the fulfilment of the Specific Development Request exceeds 2 hours or is not covered by the number of free hours set out in the Individual Subscription Agreement, the Parties shall set out the details of the development in a separate development agreement.

#### **II.1.2.3.8. Detection of an issue beyond the control of the Service Provider**

If, based on the Customer's issue reporting, it is established that the cause of the issue is outside the scope of the service provided under the Individual Subscription Agreement, the Service Provider shall undertake to detect issues beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the issue detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the inaccurate detection of issues beyond its control, nor for failing to determine the cause of the issue. The total amount is indicated on the invoice issued to the Customer on the next monthly usage fee.

#### **II.1.2.3.9. Rectification of an issue beyond the control of the Service Provider**

If, based on the Customer's issue reporting, it is established that the cause of the issue is outside the scope of the service provided under the Individual Subscription Agreement, the Service Provider shall undertake to detect issues beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the issue detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the rectification of issues beyond its control, nor for any resulting malfunctions or other consequences.

#### **II.1.2.3.10. Training**

The User may also attend additional training, subject to payment of the hourly fees set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC.

#### **II.1.2.3.11. Consultancy**

The Service Provider shall provide consultancy services to the Customer for a fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC.

Any request of the User that is outside the scope of the Service Provider's interest and does not concern issue detection, troubleshooting, product support or installation shall be considered as a consultancy service.

#### **II.1.2.3.12. Modification of Unique Caller ID**

This applies to the exchange/modification of the phone number used by the Customer under the GTC for Telecommunications and the Individual Subscription Agreement.

### **II.1.3. Interests**

#### **II.1.3.1. Within Service Provider's control**

- Servers for providing the Service operated by the Service Provider
- Comnica Software (e.g. operator and administration interfaces)
- Provision of services in accordance with the quality targets set out in this Subscription Agreement
- The fixed telephony service provided by the Service Provider and used for the service under the GTC for Telecommunications
- User Interfaces (for operation and administration) provided by Service Provider to Customer for the purpose of using the Service (via mobile device or desktop computer)

- Software for downloading recorded voice files by the Service Provider (Comnica Archiver)
- Availability of application programming interfaces (APIs) provided by the Service Provider
- Data stored by the Service Provider

#### **II.1.3.2. Beyond Service Provider's control**

- Quality and bandwidth of the public internet connection when the User connects to the System
- Deterioration in quality or failure due to overloading by other systems (e.g. network, software)
- Telecommunications networks provided by other Service Providers
- Force majeure

#### **II.1.3.3. Within Customer's control**

- Procurement and operation of the Customer's workstations, peripherals, quality headsets, operating system, and software
- Keeping workstations free of viruses and malware and their protection against unauthorised access (e.g. firewall, antivirus software)
- Securing and protecting the local network
- Quality and speed of the Internet connection necessary for the use of the Service
- Protection of passwords and their regular change
- Establishment of permission levels, allocation, and revocation of permissions
- Proper use of User Interfaces
- Lawful processing of customer data
- Quality of telecommunications services used through another telecommunications service provider

#### **II.1.4. Technical conditions**

Use of the Service is supported only through the use of standard, updated web browsers.

The User shall ensure the proper functioning of the local network to which the computers running the Software are connected, as follows:

- High quality (100 Mb or Gb LAN), well-structured network architecture with an updated network topology description. In the event of changes, the new topology shall be sent to the Service Provider before the modification.
- High quality (not desktop) and intact active network components, switches, routers, intact UTP cables and Ethernet connectors. User acknowledges that poor quality devices may lead to errors that are difficult to detect.
- Avoiding using systems with significant network traffic.

The User shall ensure that all equipment operating in its own network are free of viruses and spyware.

The User shall ensure that the firewall protecting the local network is properly configured.

Minimum parameters for workstations (more powerful computers are required to run programs that generate a significant number of I/O and processor operations, or programs with significant network traffic in parallel with software):

- CPU: P4, 1.5 GHz



- RAM: 512MB
- HDD: 40GB
- LAN: 10/100 Mb
- monitor: 1024x768 resolution
- quality headset, keyboard, mouse
- operating system: Windows 10

### **II.1.5. Quality targets**

- [Annual availability](#) of the Service: 99%
- Voice quality: For telephone service at the subscriber's access point, achieving a MOS value of 2.58 (according to recommendation ITU-T G.107 and 109): 90%
- Setting up: The agreed deadline for setting up access to the service, counting from the date of signature of the agreement: 15 days
- Troubleshooting: The time limit for troubleshooting of actual reported issues within the Service Provider's control (from reporting of the issue to successful troubleshooting) in 80 percent of the measured cases: 72 hours
- Service Provider's Annual Data Retention Target: 99.99% (e.g. recorded voice file, uploaded customer data)

### **II.1.6. Other conditions**

The Service Provider shall provide the User with a user interface protected by a user name and a password, through which the User and the persons designated by the User may access the Software and the data stored by the User in the Software, using the unique user account created by the User. The Service Provider guarantees that the user names and passwords will not be made available to unauthorised third parties.

Only one person may use the login name assigned to a given User. Sharing a login between several persons is not allowed. The Customer and its User are responsible for protecting their login name and password. The Service Provider cannot and shall not be liable for any damage on the Customer's side resulting from failure to comply with the above security requirement.

## **II.2. Comnica SmartSMS**

### **II.2.1. Description of the service**

The Service Provider shall provide the Customer with a User Interface, which can be accessed only by the End User possessing the user name and password provided by the User. The User may use the option of sending bulk SMS messages based on predefined data sets within the framework of the Service provided. The Platform allows to draw up and format messages, modify their character encoding and complete them with clickable and statistically readable URLs.

### **II.2.2. Content of the Service**

#### **II.2.2.1. List of Service functions**

- Using SMS templates with personalisation: using different SMS templates by applying the appropriate personalised content from the database
- Adding customers - administrators can add new individual subscribers
- Database management: uploadable and downloadable database management

- Bulk messaging: sending messages in bulk
- Editor for mobile-optimised web questionnaire - up to thousands of messages can be sent at once
- Short URL generator - easy-to-prepare web questionnaire for market research, opinion gathering and promotion evaluation
- Web interaction tracking - to create easy-to-use short URLs, to ensure that search engine optimisation aspects are not compromised
- Administration interface - when setting up a campaign, the system displays the expected costs
- Statistics - an administration interface is provided for system management, with 2 user access
- Reports: messages sent and delivered are visible in the reporting interface

## **II.2.2.2. Additional services not covered by the usage fee**

### **II.2.2.2.1. Detection of an issue beyond the control of the Service Provider**

If, based on the Customer's issue reporting, it is established that the cause of the issue is outside the scope of the service provided under the Individual Subscription Agreement, the Service Provider shall undertake to detect issues beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the issue detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the inaccurate detection of issues beyond its control, nor for failing to determine the cause of the issue. The total amount is indicated on the invoice issued to the Customer on the next monthly usage fee.

### **II.2.2.2.2. Correction of an issue beyond the control of the Service Provider**

If, based on the Customer's issue reporting, it is established that the cause of the issue is outside the scope of the service provided under the Individual Subscription Agreement, the Service Provider shall undertake to detect issues beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the issue detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the rectification of issues beyond its control, nor for any resulting malfunctions or other consequences.

### **II.2.2.2.3. Training**

The User may also attend additional training, subject to payment of the hourly fees set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC.

### **II.2.2.2.4. Consultancy**

The Service Provider shall provide consultancy services to the Customer for a fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC.

Any request of the User that is outside the scope of the Service Provider's interest and does not concern issue detection, troubleshooting, product support or installation shall be considered as a consultancy service.

### **II.2.3. Interests**

#### **II.2.3.1. Within Service Provider's control**

- Servers for providing the Service operated by the Service Provider
- Comnica Software (administration interface)
- Provision of services in accordance with the quality targets set out in this Subscription Agreement
- Data stored by the Service Provider

#### **II.2.3.2. Beyond Service Provider's control**

- Quality and bandwidth of the public internet connection when the User connects to the System
- Deterioration in quality or failure due to overloading by other systems (e.g. network, software)
- Telecommunications networks provided by other Service Providers
- Force majeure

#### **II.2.3.3. Within Customer's control**

- Procurement and operation of the Customer's workstations, peripherals, operating system, and software
- Keeping workstations free of viruses and malware and their protection against unauthorised access (e.g. firewall, antivirus software)
- Securing and protecting the local network
- Quality and speed of the Internet connection necessary for the use of the Service
- Protection of passwords and their regular change
- Proper use of User Interfaces
- Lawful processing of customer data

### **II.2.4. Technical conditions**

Use of the Service is supported only through the use of standard, updated web browsers.

### **II.2.5. Quality targets**

- [Annual availability](#) of the Service: 99%
- Setting up: The agreed deadline for setting up access to the service, counting from the date of signature of the agreement: 15 days
- Troubleshooting: The time limit for troubleshooting of actual reported issues within the Service Provider's control (from reporting of the issue to successful troubleshooting) in 80 percent of the measured cases: 72 hours
- Service Provider's Annual Data Retention Target: 99.99% (e.g. recorded voice file, uploaded customer data)

### **II.2.6. Other conditions**

The Service Provider shall provide the User with a user interface protected by a user name and a password, through which the User and the persons designated by the User may access the Software and the data stored by the User in the Software, using the unique user account created by the User. The Service Provider guarantees that the user names and passwords will not be made available to unauthorised third parties.

Only one person may use the login name assigned to a given User. Sharing a login between several persons is not allowed. The Customer and its User are responsible for protecting their login name and password. The Service Provider cannot and shall not be liable for any

damage on the Customer's side resulting from failure to comply with the above security requirement.

### **II.3. Comnica SMSGateway service**

#### **II.3.1. Description of the service**

The Service Provider shall provide the Customer with User access, which is available only to End Users possessing the user name and password provided by the User. The User may use the option of sending bulk SMS messages based on predefined data sets within the framework of the Service provided, via the API endpoint provided by the Service Provider.

##### **II.3.1.1. List of Service functions**

- Using SMS templates with personalisation: using different SMS templates by applying the appropriate personalised content from the database
- Database management: uploadable and downloadable database management
- Bulk messaging: sending messages in bulk
- Reports: messages sent and delivered are visible in the reporting interface

##### **II.3.1.2. Additional services not covered by the usage fee**

###### **II.3.1.2.1. Detection of an issue the control of the Service Provider**

If, based on the Customer's issue reporting, it is established that the cause of the issue is outside the scope of the service provided under the Individual Subscription Agreement, the Service Provider shall undertake to detect issues beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the issue detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the inaccurate detection of issues beyond its control, nor for failing to determine the cause of the issue. The total amount is indicated on the invoice issued to the Customer on the next monthly usage fee.

###### **II.3.1.2.2. Correction of an issue beyond the control of the Service Provider**

If, based on the Customer's issue reporting, it is established that the cause of the issue is outside the scope of the service provided under the Individual Subscription Agreement, the Service Provider shall undertake to detect issues beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the issue detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the rectification of issues beyond its control, nor for any resulting malfunctions or other consequences.

###### **II.3.1.2.3. Training**

The User may also attend additional training, subject to payment of the hourly fees set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC.

###### **II.3.1.2.4. Consultancy**

The Service Provider shall provide consultancy services to the Customer for a fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC.

Any request of the User that is outside the scope of the Service Provider's interest and does not concern issue detection, troubleshooting, product support or installation shall be considered as a consultancy service.

## **II.3.2. Interests**

### **II.3.2.1. Within Service Provider's control**

- Servers for providing the Service operated by the Service Provider
- Provision of services in accordance with the quality targets set out in this Subscription Agreement
- Data stored by the Service Provider

### **II.3.2.2. Beyond Service Provider's control**

- Quality and bandwidth of the public internet connection when the User connects to the System
- Deterioration in quality or failure due to overloading by other systems (e.g. network, software)
- Telecommunications networks provided by other Service Providers
- Force majeure

### **II.3.2.3. Within Customer's control**

- Procurement and operation of the Customer's workstations, peripherals, operating system, and software
- Keeping workstations free of viruses and malware and their protection against unauthorised access (e.g. firewall, antivirus software)
- Securing and protecting the local network
- Quality and speed of the Internet connection necessary for the use of the Service
- Protection of passwords and their regular change
- Lawful processing of customer data

## **II.3.3. Quality targets**

- [Annual availability](#) of the Service: 99%
- Setting up: The agreed deadline for setting up access to the service, counting from the date of signature of the agreement: 15 days
- Troubleshooting: The time limit for troubleshooting of actual reported issues within the Service Provider's control (from reporting of the issue to successful troubleshooting) in 80 percent of the measured cases: 72 hours
- Service Provider's Annual Data Retention Target: 99.99% (e.g. recorded voice file, uploaded customer data)

## **II.3.4. Other conditions**

The Service Provider shall provide the User with an access protected by a user name and a password, through which the User and the persons designated by the User may access the Software and the data stored by the User in the Software, using the unique user account created by the User. The Service Provider guarantees that the user names and passwords will not be made available to unauthorised third parties.

Only one person may use the login name assigned to a given User. Sharing a login between several persons is not allowed. The Customer and its User are responsible for protecting their login name and password. The Service Provider cannot and shall not be liable for any damage on the Customer's side resulting from failure to comply with the above security requirement.

## **II.4. International phone number service**

### **II.4.1. Description of the service**

The Service Provider provides to the Customer an International phone number service allowing to receive and make calls to and from the international phone number used within the Service.

#### **II.4.1.1. List of Service functions**

- Possibility to assign the used phone number to campaigns selected by the Customer
- Option to disable caller ID

#### **II.4.1.2. Additional services not covered by the usage fee**

##### **II.4.1.2.1. Detection of an issue the control of the Service Provider**

If, based on the Customer's issue reporting, it is established that the cause of the issue is outside the scope of the service provided under the Individual Subscription Agreement, the Service Provider shall undertake to detect issues beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the issue detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the inaccurate detection of issues beyond its control, nor for failing to determine the cause of the issue. The total amount is indicated on the invoice issued to the Customer on the next monthly usage fee.

##### **II.4.1.2.2. Correction of an issue beyond the control of the Service Provider**

If, based on the Customer's error report, it is established that the cause of the error is outside the scope of the service provided under the Subscription Agreement, the Service Provider shall undertake to detect errors beyond its control for the fee set out in the Individual Subscription Agreement or, in the absence of such provision, as defined in [Annex I](#) to these GTC, if the Customer specifically requests the error detection using the contact details in [Section 1.2](#). In no case shall the Service Provider be liable for the rectification of issues beyond its control, nor for any resulting malfunctions or other consequences.

### **II.4.2. Interests**

#### **II.4.2.1. Within Service Provider's control**

- Servers for providing the Service operated by the Service Provider
- Provision of services in accordance with the quality targets set out in this Subscription Agreement
- Data stored by the Service Provider

#### **II.4.2.2. Beyond Service Provider's control**

- Quality and bandwidth of the public internet connection when the User connects to the System
- Deterioration in quality or failure due to overloading by other systems (e.g. network, software)
- Telecommunications networks provided by other Service Providers
- Issues arising from changes in local legislation applicable to the used international phone number
- Force majeure

#### **II.4.2.3. Within Customer's control**

- Procurement and operation of the Customer's workstations, peripherals, operating system, and software
- Keeping workstations free of viruses and malware and their protection against unauthorised access (e.g. firewall, antivirus software)
- Securing and protecting the local network
- Quality and speed of the Internet connection necessary for the use of the Service
- Protection of passwords and their regular change
- Lawful processing of customer data

#### **II.4.3. Conditions**

The Customer shall provide the Service Provider with the documents and guarantees required by the Service Provider in order to provide the requested International Phone Number.

#### **II.4.4. Quality targets**

- [Annual availability](#) of the Service: 99%
- Voice quality: For telephone service at the subscriber's access point, achieving a MOS value of 2.58 (according to recommendation ITU-T G.107 and 109): 90%
- Setting up: The agreed deadline for setting up access to the service, counting from the date of signature of the agreement: 15 days
- Troubleshooting: The time limit for troubleshooting of actual reported issues within the Service Provider's control (from reporting of the issue to successful troubleshooting) in 80 percent of the measured cases: 72 hours
- Service Provider's Annual Data Retention Target: 99.99% (e.g. recorded voice file, uploaded customer data)

### III. Annex III Appendix on data processing

Appendix on the processing of personal data by the User as Controller and Comnica as Processor, as required by the General Data Protection Regulation (GDPR).

Terms defined in this Appendix shall have the meaning set out therein. Unless otherwise defined in this Appendix, the capitalized terms used in this Appendix shall have the meaning ascribed to them in the Subscription Agreement. Except as modified by this Appendix, the contents of the Subscription Agreement shall remain in full force and effect.

Subject to the reciprocal obligations set forth herein, the Parties agree that the Appendix on data processing, as set forth below, shall form an integral part of the Subscription Agreement. Unless the context otherwise requires, references in this Appendix to the Subscription Agreement shall be applied to the Subscription Agreement in accordance with the provisions of this Appendix.

#### III.1. Definitions

**Authorised representative:** An authorised representative is an official representative of the Parties with the right to sign. Any change of the authorised representative shall be notified to the following e-mail address: [adatvedelem@comnica.com](mailto:adatvedelem@comnica.com)

**User data:** Any personal data in relation to which the User is the Controller and which is transferred to the Processor for processing.

**GDPR:** 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)

**Parties:** Controller and Processor jointly.

**Processor:** Comnica Korlátolt Felelősségű Társaság (headquarters: H-1119 BUDAPEST, Fehérvári út 99., company registration number: 01-09-895207) as processor of the User Data;

**Subcontractors:** Any third party who has a contractual relationship with the Processor and, accordingly, may also perform data processing activities in relation to User Data.

**Application:** Any software or IT system developed by the Service Provider or introduced by the Service Provider as its own software solution for the Customer in connection with the services provided under this Subscription Agreement.

**Users:** A natural person who has access to any authorized interface of the Application.

**Customer:** A legal entity that uses the Service in the context of a service relationship. The Customer shall fulfil the obligations set out for the Customer in the Subscription Agreement and these GTC.

#### III.2. Scope of the Appendix

In performing the Subscription Agreement, the Processor necessarily comes across personal data of which the Client is the Controller. This Appendix contains the provisions, in particular relating to data protection rights and obligations of the Parties, which apply to the Processor's processing of User Data under the Subscription Agreement.



The Processor agrees to process the personal data only in a Member State of the European Union (preferably in Hungary) or in a State party to the Agreement on the European Economic Area.

If the Processor processes personal data in a third country (i.e. outside the European Union or a State party to the Agreement on the European Economic Area), the prior written or electronically documented consent of the Controller is required if the specific conditions set out in the GDPR are met. If, according to the decision by the Commission of the European Union, a third country is recognized as providing an adequate level of data protection, no further consent is required for the transfer of User Data. The Processor shall inform the Controller that User Data may also be stored in third countries outside the EU (on the date of entry into force of this Appendix, User Data are stored in the territory of the United States of America in accordance with the "Privacy Shield" agreement). These countries provide an adequate level of protection ([https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en)), therefore no written consent is required under Article 45 of the GDPR.

### **III.3. Nature, scope, and purposes of the processing**

The Processor shall be entitled to process User Data only on behalf of the Controller and under its documented instructions.

The Processor may only process User Data in the manner described in the Privacy Policy. The processing of User Data shall only concern data that fall under any category described in the Privacy Notice. The Processor shall not carry out any processing operation on User Data that does not meet this condition; in particular, the Processor shall not use the User Data for its own purposes. The Processor shall refuse to disclose personal data not covered by the Privacy Policy until the provisions of the Privacy Policy have been duly completed.

### **III.4. Authorisation of the Controller**

The Processor shall only process User Data that are in conformity with the provisions of this Appendix and the Controller's other instructions.

The Controller shall issue all instructions and orders in documented electronic form.

The Controller shall protect the confidentiality of any trade secrets and data security measures of which they acquire knowledge in relation to the Processor in the context of the contractual relationship. This obligation shall remain in force after termination of the Subscription Agreement.

Instructions shall normally be issued by the Controller's Authorised Representative. The Processor shall inform the Controller of the fact that instructions will only be accepted from the Authorised Representative. In case of any change in the authorised representatives or their substitutes, the Controller shall notify the Processor as soon as possible at the following address: [adatvedelem@comnica.com](mailto:adatvedelem@comnica.com).

If the Processor has reasonable grounds to believe that an instruction from the Controller is in breach of this Appendix or any data protection legislation, it shall immediately notify the Controller. Following such notification, the Processor shall suspend the execution of the instruction until confirmation or modification by the Controller. If the Controller confirms the instruction in a short written response, the Processor shall implement the instruction. In this case, the Parties agree that the Controller shall be solely responsible for the lawfulness of the processing.

### **III.5. Rights and obligations of the Controller**

In external relations, in particular towards third parties and data subjects, the Controller is solely responsible for the lawfulness of the processing of personal data and the protection of data subjects' rights. However, if the data subject's request is clearly addressed to the Controller, the Processor shall transmit it to the Controller to the extent legally possible. The Processor shall duly assist the Controller in responding to the data subjects' requests (for example, relating to rectification, erasure, or restriction of processing) and shall be entitled to charge reasonable compensation for this activity.

The Controller is the owner of the User Data and the holder of any rights in relation to the User Data in the relationship between the Parties.

The Controller is responsible for the timely transfer of User Data to the Processor in order to fulfil any contractual obligations. In addition, the Controller shall be responsible for the quality and lawfulness of the collection of User Data.

In the event that a third party or the data subject wishes to bring a claim directly against the Processor for infringement of its rights or for any other related reason, the Controller undertakes to compensate the Processor for any damages, costs/fees, including legal or other costs incurred or consequential losses suffered as a result of the claim, provided that the Processor has informed the Controller of the content of the claim and has given the Controller an opportunity to cooperate in defending against the claim.

### **III.6. Rights and obligations of the Processor**

The Processor shall process all personal data in accordance with the provisions of the Subscription Agreement and under the Controller's instructions. This shall not apply where the Processor is required to carry out processing activities under EU or Member State law (e.g. investigations by public authorities or law enforcement agencies). In this case, the Processor shall notify the Controller of these legal requirements prior to the processing activity, unless the law in question prohibits such notification for reasons of substantial public interest.

The Processor shall not use User Data provided by the Controller for purposes other than those described in the Appendix, in particular for its own purposes. The Processor shall not make a copy of User Data without the prior written consent of the Controller. The Processor shall not make a copy of customer data for any purpose other than backing up or aggregating the data, even with the prior written consent of the Controller.

The Processor shall not transfer the User Data to third parties or other recipients without the prior written consent of the Controller. Exceptions to this rule shall be made where data transfer is made to Subcontractors whose hiring have been approved by the Controller.

The Processor may only disclose to third parties or public authorities information relating to User Data obtained from the contractual relationship, to the extent permitted by law, following prior written or electronically documented instructions or the approval of the Controller.

If the Controller is obliged to provide information about the User Data or its processing to a government body, data subject or other person, the Processor shall, upon first request, assist the Controller in providing such information; in particular, by providing the Controller without delay with all information and documents relating to the User Data processed based on the contractual relationship, including the technical/organisational measures taken by the Processor, the technical procedure for the use of User Data, the location where the User Data is used and the list of employees involved in the processing.

The Parties further agree that if a request is received from a third party on User Data processed on behalf of the Controller, the Processor shall forward the request to the Controller using the contact person's email address. Any communication sent to the e-mail address shall be considered as a formal communication. The Controller shall take the necessary measures to comply with the request within 7 working days. Failure to do so shall be the sole responsibility of the Controller, and the Processor shall be exempt from any liability in this respect.

The Processor undertakes to:

- act on the requests concerning the rights of data subjects,
- comply with the obligations relating to the GDPR,
- keep a record of the data processes.

The Processor undertakes to cooperate with the Controller to the extent necessary, while assisting it to the maximum extent possible. At the Controller's written request, it shall provide the Controller with the relevant information necessary for this purpose.

The Processor shall correct, delete, or restrict the processing of User Data resulting from the contractual relationship, if so requested by the Controller in writing or by documented electronic means, provided that this is not contrary to the Processor's legitimate interests, in particular as regards legal provisions.

The Parties agree that any changes to data processing shall only take effect on the basis of mutual agreement. The Parties further agree that the Processor shall have the right to change the processing procedure at its sole discretion, provided that the new procedure is not less favourable than the previous one. Such changes (concerning the subject matter of the processing or the processing procedure) shall be recorded in writing or in a documented electronic form.

The Processor is entitled to carry out processing activities outside its office (for example, if its employees work from home).

### **III.7. Compliance with confidentiality obligations and rules, scope of the Annex**

The Processor declares that it is aware of the relevant data protection provisions of the GDPR.

The Processor undertakes to comply with its confidentiality obligations when processing personal data provided by the Controller. This provision shall remain in force after termination of the Subscription Agreement.

The Processor warrants that it will make its employees aware of the data protection provisions applicable to them before the start of the activity. During and after termination of their employment, these employees shall be bound by an obligation of confidentiality.

### **III.8. Technical and organisational measures**

The Processor shall take all necessary technical and organisational measures to ensure an adequate level of protection for the rights and freedoms of individuals affected by the processing. During the term of the Subscription Agreement, the protective objectives, such as the confidentiality, integrity and availability of systems and services, as well as the nature, scope, context, and purpose of the processing, shall be taken into account in order to minimise the risk.

The Processor shall notify the Controller if the steps taken by the Processor do not meet the Controller's requirements.

During the term of the contractual relationship, the Processor shall be entitled to take measures for technical and organisational improvements, provided that these improvements are not in conflict with the provisions of this Appendix or the law.

### **III.9. The Processor's obligation to notify in the event of disruption to the processing and breaches of personal data**

In relation to the processing of User Data, the Processor shall notify the Controller of any disruption to the processing or breach of the processing of personal data or other related provisions by the Processor (or by employees who have access to the data).

The Processor shall also promptly notify the Controller if it becomes aware of any breach or major irregularity in the processing of personal data, in particular if it has evidence that the personal data have been unlawfully obtained by a third party for any reason whatsoever in connection with the breach of processing, or of any other circumstances that compromise the integrity or confidentiality of the personal data.

Notifications pursuant to Article 33 ("Notification of a personal data breach to the supervisory authority") and Article 34 ("Communication of a personal data breach to the data subject") of the GDPR shall only be made by the Processor under the Controller's prior written or electronically documented instruction. The Processor is entitled to charge a reasonable fee for such assistance.

### **III.10. The Controller's rights of control**

The Controller shall have the right, before and regularly after the start of processing, to carry out appropriate checks and to ensure that the Processor has taken the necessary technical and organisational measures to comply with the obligations set out herein and the applicable data protection provisions. If the Controller identifies any errors or irregularities during such checks, it shall immediately notify the Processor.

The Processor shall provide the Controller with the communication and investigation rights necessary to carry out the inspection. The Processor undertakes to provide the Controller with access to the data processing equipment, related data, and other documents in order to allow for their inspection and verification as set out below:

- For the purpose of such verification, the Controller shall designate an employee who will have full access to the User Data;
- The designated employee shall have the right to retrieve all User Data on the express instructions of the Controller;

In addition, the Processor shall inform the Controller that it provides all access to the Controller through its own employee, i.e. indirectly, and fulfils its obligations towards the Controller. This means that the Processor shall not make any files, documents, etc. available to the Controller directly, but only through and via its own employee.

The Processor shall provide the Controller with all information necessary for the purposes of verification. At the same time, the Controller shall assure the Processor that it respects the operational procedures and legitimate interests of the Processor.

If the Controller entrusts the task of carrying out the verification to a third party, it shall oblige the third party in writing to assume the same obligations as the Controller. In addition, the Controller shall oblige the third party to respect the rules on the protection of confidential information, provided that the third party is not bound by any other obligation of professional secrecy. At the Processor's request, the Controller shall immediately provide the confidentiality agreements concluded with the third party. The Controller declares that it will not entrust the investigation to any third party being a competitor of the Processor.

### **III.11. Subcontracting**

The Processor may have recourse to subcontractors in connection with the processing by the Controller only with the prior written consent of this latter. Such consent shall be given in writing (in electronic or paper format) by the Authorised representative.

The Processor shall enter into subcontracting agreements in writing. This requirement is also met if the agreement is concluded by electronic means.

The Processor shall ensure that the Subcontractor(s) provide, in the manner set out in the written subcontracting agreement, a service level equivalent to that described in this Appendix. In addition, the Processor shall ensure that the responsibilities between the Processor and the Subcontractor, as well as between each subcontractor, are clearly defined. The Processor shall ensure that the Controller is entitled to carry out appropriate assessments and investigations with the Subcontractors, including on-site if necessary, or is entitled to carry out such investigations via selected third parties, unless compliance with the GDPR can be demonstrated by a certificate or approval.

The Processor shall notify the Controller in a timely manner of any planned changes related to the use of additional Subcontractors or the replacement of former Subcontractors. The Controller may object to the changes within 30 days. Such objection shall be made in writing and shall be reasoned. If the Subcontractor has been approved by the Controller or the Controller has not objected to it within 30 days, the subcontracting shall be deemed approved. If the Controller's objection is legitimate and the Processor is unable to execute the objection, the Processor shall notify the Controller without delay.

### **III.12. Return and deletion of data**

The Processor shall not actively process User Data after the termination of the Subscription Agreement. Further storage of User Data is only permitted until the Processor has duly returned the data to the Controller or until the data have been deleted or destroyed. In such a case, the provisions of this Appendix shall continue to apply after termination of the Subscription Agreement, until the Processor no longer holds User Data.

The Controller may delete and/or copy User Data during the term of the contractual relationship. The Controller may request the Processor to delete User Data in writing or in a documented electronic form. The Processor shall delete without delay, but no later than within 8 days, the User Data that the Controller has requested as described above. After termination of the Subscription Agreement, the Processor shall delete all personal User Data, unless a longer retention period is required by law. The data shall be deleted no later than 60 days after the termination of the Subscription Agreement, by following the related instructions.

The Processor shall be entitled to charge a reasonable fee for the deletion and destruction of the User Data.

### **III.13. Entry into force; duration and termination of the Subscription Agreement**

This Appendix shall enter into force when the Customer has accepted the Subscription Agreement.

The period of validity of this Appendix shall be the same as the period of validity of the Subscription Agreement. The provisions on termination of the Subscription Agreement shall duly apply. Termination of the Subscription Agreement shall automatically terminate this Appendix. This Appendix may not be terminated separately.

The above provisions apply without prejudice to the right of the Parties to terminate this Appendix and the Subscription Agreement by extraordinary termination.

In case of doubt, the termination of the Subscription Agreement shall also apply to the termination of this Appendix.

#### **III.14. Final provisions**

The Appendix shall be amended, supplemented, or terminated in writing or in documented electronic form.

This also applies to any change or withdrawal of the requirement of written form.

If any provision of this Appendix is or becomes invalid, or is found to be defective, the validity of the remaining provisions shall not be affected. The Parties undertake to replace the invalid provision with a legally permissible one whose purpose is as close as possible to the purpose of the invalid provision, and which best complies with the requirements.

This Appendix and its interpretation shall be governed by Hungarian law. The Hungarian courts shall have jurisdiction over any dispute relating to the use of Comnica's services, and such dispute lies within the exclusive remit of the Hungarian courts having jurisdiction over the place where Comnica has its registered office.

Done in Budapest on 14th April 2023