

# END-USER LICENSE AGREEMENT

## PASSBY[ME]

### 1. INTRODUCTION

- 1.1. This PassBy[ME] End-User License Agreement (“EULA”) is made between Microsec Ltd. (a corporation validly established and existing under the laws of Hungary having its seat at H- 1033 Budapest, Ángel Sanz Briz út 13. [Graphisoft South Park, Building C], hereinafter: "**Microsec**") and the user of the application (hereinafter: "**User**"). Microsec is a registered qualified trust service provider according to the EU Regulation No. 910/2014 of the European Parliament and of the Council (hereinafter: “**eIDAS**”) and a registered trust service provider according to Hungarian laws.
- 1.2. This EULA governs access to and use of the PassBy[ME] software (hereinafter: "**PassBy[ME]**") developed and owned by Microsec and the associated services granted by Microsec. This EULA is available on the [www.passbyme.com](http://www.passbyme.com) website (hereinafter: “**Website**”) and it is an integral part of the Terms of Use (hereinafter: “**Terms**”), which governs the contractual relationship between Microsec and the legal entity who registered the user in PassBy[ME] (hereinafter: “**Client**”). The Terms is available on the Website. In case of any discrepancies between the Terms and the EULA, the Terms shall prevail.
- 1.3. The User is acting (i) on behalf of, or (ii) under the direct control of, or (iii) in pursuit of the purposes of the Client or any third parties appointed by the Client, therefore does not qualify as a consumer. Client adds the User to its account and has direct control over the User’s account with rights described in the Terms. The User may have more than one registered device and the User may be registered by more than one Client. User must download the PassBy[ME] mobile application (hereinafter: “**Application**”) to User’s device(s) to utilize the available functions of PassBy[ME].

### 2. PASSBY[ME]

- 2.1. PassBy[ME] is a Software-as-a-Service (SaaS) solution providing the following main functions:
  - 2.1.1. **Second-factor authentication:** PKI secured mobile verification.
  - 2.1.2. **Transaction authorization:** electronic signature of online transactions.
  - 2.1.3. **Mobile signature:** eIDAS compliant electronic signature.
  - 2.1.4. **Secured messaging:** signed receipts of messages as proof of delivery.
- 2.2. PassBy[ME] is built on and/or complies with the following main industry standards and recommendations:
  - Payment Card Industry Data Security Standard (PCI DSS)
  - MasterCard Site Data Protection Program (SDP)
  - VISA Cardholder Information Security Program (CISP)
  - Federal Financial Institutions Examinations Council, USA (FFIEC Internet Authentication guidance)
  - PKI – Public Key Infrastructure
  - rfc 5280 - Internet X.509 Public Key Infrastructure Certificate and CRL Profile
  - rfc 2560 - X.509 Internet Public Key Infrastructure Online Certificate Status Protocol (OCSP)
  - rfc 4043 - Internet X.509 Public Key Infrastructure Permanent Identifier
  - rfc 5246 - The Transport Layer Security (TLS) Protocol
  - SCEP - Simple Certificate Enrolment Protocol draft-nourse-scep-23
  - NTC 3161 – Internet X509 Public Key Infrastructure, Time-Stamp Protocol (TSP)
  - ETSI 101 903 V1.2.2, V1.3.2, XML Advanced Electronic Signatures (XAdES)

### 3. ACCEPTANCE AND CHANGES OF THE EULA

- 3.1. User agrees to the provisions of the EULA by clicking on the “I have read and accepted the End-User License Agreement” option after the installation of the Application.

- 3.2. Microsec, in its sole and absolute discretion, may revise and change PassBy[ME] and this EULA from time to time and the most current version will always be posted on the Website. If a revision, in Microsec's sole and absolute discretion, is material, Microsec will inform the User via a message in PassBy[ME]. User agrees that the use of and/or access to PassBy[ME] following the effective date of any revisions constitutes User's acceptance of the revised EULA. If User does not agree with the revised EULA, User may stop using PassBy[ME] and delete the Application from User's every device.
- 3.3. Microsec and Client agree to derogate from and omit Sections 6:82-6:84 of Act V of 2013 on the Civil Code ("Civil Code") and Sections 5 (2) and 6 (1)-(2) of Act CVIII of 2001 on E-commerce Services and Information Society Services ("E-commerce Act") in line with Section 6:85 (2) of the Civil Code and Sections 5 (3) and 6 (4) of the E-commerce Act.

#### **4. SCOPE OF USE**

- 4.1. It is free to install the Application and to use PassBy[ME] with an existing User account.
- 4.2. The User may only use PassBy[ME] for the purposes determined by the Client. The User cannot use PassBy[Me] for any private purposes.
- 4.3. User is solely responsible for maintaining the security of the account and fully responsible for all actions taken in connection with the account. User should never publish, distribute or post login information for the account. User must immediately notify Microsec of any unauthorized uses of the account or any other breaches of security. Microsec will not be liable for any acts or omissions by the User, including without limitation any damages of any kind incurred because of such negligence or breaches.
- 4.4. If User violates the EULA, Microsec may suspend or terminate the User's account.
- 4.5. User agrees that Microsec will not be liable to the User or to any third party for any suspension or termination of its account or any refusal of any access to or use of PassBy[ME]. User is solely responsible for ensuring that the access to and the use of PassBy[ME] is in compliance with all laws, rules, and regulations applicable to the User.
- 4.6. The storage of the account is limited in time as follows:
  - 4.6.1. The documents uploaded by the User will be automatically deleted 24 hours after the upload.
  - 4.6.2. The content of the account will be automatically deleted 24 hours after the termination of the Client's account, except for the case described in 9.3. of the Terms.
  - 4.6.3. The transaction data is available for six months for Clients with an existing contract.
  - 4.6.4. Microsec automatically deletes the transaction data five years after the date of the transaction.
- 4.7. User agrees to read any document posted on the Website relating to the usage of PassBy[ME] (including the Terms), and to comply with the instructions and conditions specified therein.
- 4.8. Most of the PassBy[ME] functions require to have access to internet connection. Unless the User's device is connected to the internet through a Wi-Fi connection, the Application will access the internet through a mobile network, which may result in additional charges depending on the payment plan. In addition, the enjoyment of some features of PassBy[ME] may be affected by the suitability and performance of the device hardware or data access.
- 4.9. PassBy[ME] is not capable of protecting its keys when the device is rooted. These devices should be considered as unsafe and compromised and may not be used for accessing PassBy[ME]. PassBy[ME] does not contain any solution to detect rooting or any malicious activity. It is forbidden to download the Application from elsewhere than the official store of the operating system of the User's device. User must comply with the respective rules of the operating system and the official store.

#### **5. USER CONTENT**

- 5.1. User is responsible for all content uploaded or create in the PassBy[ME] by the User.

- 5.2. User agrees to use PassBy[ME] to upload or create messages and documents that are proper and appropriate. By way of example, and not as a limitation, User agrees that when using PassBy[ME] User will not:
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
  - upload or create any content that is unlawful or promotes unlawful activities;
  - upload or create any content that is inappropriate, profane, defamatory, obscene, indecent;
  - upload or create any content that is spam, constitutes unauthorized or unsolicited advertising, chain letters, or any form of lottery or gambling;
  - upload or create any files that contain images, photographs, software or other material protected by intellectual property laws, unless Client or User owns or controls the rights thereto or have received all necessary consent to do the same;
  - upload or create files that contain viruses, Trojan horses, worms, cancelbots, corrupted files, or any other similar software or programs that may damage, disrupt or limit the operation of another's device or any other property;
  - impersonate any person or entity, including any employees or representatives;
  - violate any authentication or security measures;
  - violate the privacy of any third party;
  - violate any other applicable laws or regulations.
- 5.3. Microsec has no obligation to monitor or access the uploaded or created content, however, reserves the right to review or access to the materials in its sole discretion. Furthermore, Microsec reserves the right to disclose any information deemed necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion.
- 5.4. Microsec shall not be liable for any loss, deletion, removal or failure of delivery of the uploaded or created content.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. PassBy[ME] is a Software-as-a-Service (SaaS) product. Microsec does not sell PassBy[ME] to the User, only provides the rights specified in this EULA.
- 6.2. Microsec – unless contractual or legal regulations state otherwise – is the exclusive owner of all intellectual property rights relating to PassBy[ME] (hereinafter: “**Intellectual Property Rights**”). Intellectual Property Rights mean current and future worldwide rights under patent, copyright, trade secret, trademark, and other similar rights. Intellectual Property Rights extend to the whole PassBy[ME] software and its parts separately as well. Under this EULA, Microsec shall withhold all rights relating to PassBy[ME], therefore Microsec does not transfer to the User and any other third parties any rights, title, and interest except for those that the User is entitled to according to explicit and compulsory legal regulations or this EULA.
- 6.3. Microsec grants the User a limited, personal, non-exclusive, non-transferable, revocable right solely to install the Application on the User’s device(s), implement, store and display the Application, and to access and use the PassBy[ME] services via the Application.
- 6.4. User shall not infringe the Intellectual Property Rights. User is not entitled to
- reproduce, multiply or create derivative works from PassBy[ME];
  - lease, rent, lend, distribute, transfer, sublicense PassBy[ME] to a third person with or without a consideration or publicly display it;
  - reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms of PassBy[ME];

- modify, extend, transform the PassBy[ME] (in whole or in part), to separate it into parts;
  - sell or re-sell PassBy[ME].
- 6.5. By providing Microsec any feedback, suggestion, recommendation or request (hereinafter: “**Feedback**”) relating to PassBy[ME], User grants a worldwide, non-limited, irrevocable, royalty-free right to use, reproduce, distribute, transfer, sell, sublicense, publicly display or exploit in any other manner the Feedback. User warrants that it has all rights to share the Feedback with Microsec.

## **7. TERM AND TERMINATION**

- 7.1. This EULA is effective between the contracting parties until the termination of the contract under this EULA.
- 7.2. User may terminate the contract under this EULA by deleting the Application from User’s every device. The deletion of the Application does not terminate the User’s account, only the Client is entitled to terminate the User’s account at any time, with or without any cause, effective immediately, in its sole and absolute discretion. Microsec may terminate the User’s account in line with Section 4.4. The termination of the Client’s or User’s account terminates the contract under the EULA.
- 7.3. Microsec will not have any liability for the suspension or termination of the contract under the EULA.

## **8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 8.1. THE PASSBY[ME] AND ANY ADDITIONAL SERVICE ARE PROVIDED "AS IS". TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THIS EULA, MICROSEC DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, LACK OF MALWARE, USAGE OR TRADE PRACTICE. USER IS RESPONSIBLE FOR MAINTAINING AND BACKING UP ANY STORED DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM MICROSEC OR THROUGH ACCESS TO OR USE OF THE SERVICES OF PASSBY[ME] SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE EULA.
- 8.2. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PASSBY[ME] AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE PASSBY[ME] IS AT THE USER’S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE USER.
- 8.3. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR MICROSEC’S OR USER’S INDEMNIFICATION OBLIGATIONS, MICROSEC AND ITS AFFILIATES, SUPPLIERS, EMPLOYEES, PARTNERS, LICENSORS AND DISTRIBUTORS IS NOT LIABLE UNDER THIS EULA FOR ANY (I) DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR (III) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), EVEN IF MICROSEC KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 8.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SOME FORM OF DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE USER. NOTWITHSTANDING THE FOREGOING, MICROSEC’S TOTAL LIABILITY TO USER FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF USER’S USE OF PASSBY[ME], SHALL NOT EXCEED 100 EUR.

## **9. PRIVACY**

- 9.1. Microsec respects privacy and takes data security seriously. You can find information about how Microsec collects and uses personal data by reading the Privacy Policy.

## 10. MISCELLANEOUS

- 10.1. GOVERNING LAW This EULA is governed by the Hungarian law.
- 10.2. EXCLUSIVE JURISDICTION The contracting parties submit all their disputes arising out of or in connection with this EULA to the exclusive jurisdiction of the Budapest District Court for the II. and III. Districts or the Székesfehérvár Regional Court depending on the case.
- 10.3. NOTICES All communications and correspondence between the parties related to this agreement shall be in English.
- 10.4. ENTIRE AGREEMENT This EULA contains all the terms and conditions of the agreement between Microsec and User. The EULA supersedes all previous oral or written arrangements, agreements or declarations between the contracting parties, and these earlier communications shall not be taken into account in the interpretation of the EULA.
- 10.5. SEVERABILITY If any provision of the EULA is considered to be invalid or unenforceable, it shall not affect the other provisions. If any provisions of the EULA are found invalid by the competent court, all other terms and conditions of the EULA remain in force, if contracting parties had intended to conclude the EULA without the invalid part. The contracting parties shall take all reasonable steps to replace the invalid or unenforceable provision with a valid and enforceable provision that best replaces the original provision in terms of its purpose and effect.
- 10.6. NON-WAIVER The failure of a Party to insist upon or enforce strict performance of any of the terms of this EULA or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to enforce such terms or rights on any future occasion.
- 10.7. ASSIGNMENT The User may not assign or transfer the contractual relationship under this EULA or any rights or obligations under this EULA without the written prior consent of Microsec. Microsec may not assign the contractual relationship under this EULA or any rights or obligations under this EULA or any other legal documents made by the contracting parties in relation to the subject of this EULA without providing notice to the User, except Microsec may assign the contractual relationship under this EULA or any rights or obligations under this EULA or any rights or obligations under thereof to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is invalid.
- 10.8. FORCE MAJEURE Neither party shall be liable for the non-, defective- or late-performance of the EULA if it is caused by a force majeure event. If a force majeure event occurs, the concerned party shall notify in writing the other party without delay. An unavertable event is considered as force majeure if it is arising from reasons beyond the parties control, especially (i) qualified extraordinary situation (state of national crisis, a state of emergency, state of danger, installation of the special legal order) or any other situation that can be defined as a disastrous situation, irrespective of the actual announcement of the qualified extraordinary situation, or the announcement of a catastrophe, (ii) strike or any similar work stoppage, with the exception of the work stoppage carried out by the employees of the Party. During a force majeure event, the EULA is suspended in that part where the performance of the EULA is not possible due to the force majeure event.