

Microsec zrt.

**Web-Szignó
General Terms and Conditions**

ver. 1.4

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1.1	First version.	2018-07-01
1.2	Change of registered seat.	2019-01-01
1.3	Changes in the conditions related to the use of the service, repealing of the section 'Fees and payment terms' (changes in the ordering of the premium features), administrative amendments, minor clarifications.	2021-04-30
1.4	Time stamping service is mandatory element.	2021-11-01

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Table of contents

1	Data and Contact Details of the Service Provider	6
1.1	Name and Address of the Service Provider	6
1.2	Contact Details of the Customer Service	6
1.3	Availability of the Service Provider’s Privacy Policy	7
2	The Purpose, Scope and Publication of the GTC	7
2.1	Purpose of the GTC	7
2.2	Scope.....	7
2.3	Legal background of the Service	8
2.4	Publication	9
3	Conclusion of contract	9
3.1	Contracting	9
3.2	Conclusion of contract by electronic means by accepting the GTC	10
4	Description of the Service and the conditions of its use.....	11
4.1	Description of the Service	11
4.2	Technical conditions of using the Service	12
4.3	Administrative conditions of the use of the Service, registration for the Service	12
5	Term of Service, availability	13
5.1	Term of Service	13
5.2	Availability of the Service	13
6	Responsibility, rights and obligations of the Parties	14
6.1	Rights and obligations of the Service Provider	14
6.2	The Service Provider’s liability	14
6.3	Rights and obligations of the User.....	16
7	Fees and payment terms	16
8	Amendment and Termination of the Agreement.....	16
8.1	Amendment to the GTC	16
8.2	Termination for convenience	17
8.3	Termination for cause	17
8.4	Managing documents uploaded to the Web-Szignó surface after the termination of	

the Agreement	18
9 Provisions of data processing	18
9.1 Data processing regarding the personal data appearing in the documents uploaded to the Web-Szignó surface by the User.....	18
9.2 Agreement on the terms and conditions of data processing based on the GDPR19	
10 Terms of the User’s support, handling notices and complaints	24
11 Specific Rules Applicable to Consumers	24
12 Applicable law, handling legal disputes	25

1 Data and Contact Details of the Service Provider

1.1 Name and Address of the Service Provider

Name	Microsec Számítástechnikai Fejlesztő zártkörűen működő Részvénytársaság
Company Registration Number	01-10-047218 (registered by: Registry Court of the Metropolitan Regional Court)
Registered office	1033 Budapest, Ángel Sanz Briz út 13.
Phone	(+36-1) 505-4444
Fax	(+36-1) 505-4445
Website	https://www.microsec.hu , https://www.e-szigno.hu , https://web-szigno.com/

1.2 Contact Details of the Customer Service

The user may lodge complaints via the below contact details:

Address of the Customer Service Office (for user complaints)	1033 Budapest, Ángel Sanz Briz út 13.
Opening hours of the Customer Service Office	on working days between 8:30-16:30
E-mail address of the Customer Service Office	info@e-szigno.hu
Phone number of the Customer Service Office	(+36-1) 505-4444
Competent Consumer Protection Authority	Consumer Protection Inspectorate of the Budapest Metropolitan Government Agency's Authority 1051 Budapest, Sas u. 19. Phone: +36-1 450-2598 E-mail: fogyved_kmf_budapest@ bfkh.gov.hu

1.2.1 The Service Provider reserves the right not to have access to its telephone customer service due to administrative, work organization or other reasons arising on the Service Provider's side – for a maximum of 3 business days per year. Microsec will notify the users of the unavailability of the telephone customer

service through its website if the unavailability is foreseeable, at least 1 business day in advance.

1.3 Availability of the Service Provider's Privacy Policy

1.3.1 Information on data processing prescribed in the Freedom of Information Act and the GDPR (as defined later) are outlined in the Privacy Policy of Microsec zrt. operating Web-Szignó service, which can be observed on the Microsec zrt.'s website (<https://e-szigno.hu/en/privacynotice.html>). Before starting to use the service, during the registration, the User (as defined under section 2.1.) declares having read the Microsec zrt.'s Privacy Policy and gives its express consent to the data processing.

2 The Purpose, Scope and Publication of the GTC

2.1 Purpose of the GTC

2.1.1 The purpose of the present General terms and Conditions (hereinafter: GTC) is to lay down detailed rules for the legal relationship between Microsec zrt. (hereinafter: Service Provider) providing the Web-Szignó service (hereinafter: Service) and the person ordering and / or using the Service (hereinafter together: User) (Service Provider and User together: Parties).

2.2 Scope

2.2.1 Personal scope

2.2.1.1 The personal scope of the GTC extends to the Service Provider and the User ordering and / or using the Service (either being a natural person or a legal entity).

2.2.1.2 By accepting this GTC pursuant to Section 6:209(1) of Act V of 2013 on the Civil Code, the User agrees that the Service Provider is entitled transfer the contract under these GTC (i) to his affiliated company or (ii) in the event of acquisition, corporate restructuring or if he transfers his assets in full or substantially to a third party. The transfer of the contract becomes effective by notifying the User.

2.2.2 Term of the GTC

2.2.2.1 This GTC will be valid from the effective date indicated on the front page until revoked or until the effective date of a modified version.

2.2.2.2 Unless the Parties agree otherwise, the Agreement between the User and the Service Provider will be concluded for an indefinite time.

2.2.3 Services Subject to the GTC

2.2.3.1 Parties agree that the material scope of these GTC extends only to the Service.

2.2.3.2 The User needs to enter into a separate agreement for the additional services (trust services) required for the full use of the Service, as set out in section 3. Therefore the material scope of the present GTC does not cover the following:

- (i) issuing and maintaining electronic signature and seal certificates;
- (ii) issuing and maintaining authentication and encryption certificates (for user authentication) and further certificates for users;
- (iii) license of the software creating and handling electronic signatures and seals;
- (iv) timestamping service. **Hiba! A hivatkozási forrás nem található.**

2.2.4 Geographical scope

The geographical scope of this GTC covers Hungary on condition that the Users may use the service from anywhere in the world by connecting to the internet.

2.3 Legal background of the Service

When providing the Service as set out in the present GTC, the Service Provider provides an easily manageable web platform for signing and timestamping electronic documents. Although the Service set in the present GTC is not considered a trust service, Users typically use trust services via the Web-Szignó platform. The scope of the present GTC does not cover these trust services, however, in order to fully inform the Users we include the main pieces of legislation concerning trust services in the below list of the otherwise applicable laws.

- Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter: eIDAS Regulation),
- Act CCXXII of 2015 on the General Rules for Electronic Administration and Trust Services,
- Minister of Interior Decree 24/2016 (VI. 30) on the detailed requirements applicable to trust services and their providers,
- Act CLV of 1997 on Consumer Protection,
- Act CVIII of 2001 on Certain Aspects of Electronic Commerce Services and Information Society Services (hereinafter: E-Commerce Act),
- Regulation No (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: General Data Protection Regulation or GDPR),
- Act V of 2013 on the Civil Code (hereinafter: Civil Code),

- Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter: Freedom of Information Act),
- Government Decree 45/2014 (II. 26) on the detailed rules for contracts by and between a consumer and an enterprise (hereinafter: Government Decree for Consumers).

2.4 Publication

This GTC is permanently available for anyone on the website of the Service (<https://www.web-szigno.com>) and on the website of the Service Provider as well https://e-szigno.hu/en/terms-and-informations/filtered-versions.html?szolg=web_szigno).

3 Conclusion of contract

3.1 Contracting

- 3.1.1 The agreement (hereinafter: Agreement) is established between the User and the Service Provider provided that the User accepts the terms of the present GTC before using the Service upon registration by giving the e-mail address and password (hereinafter: Registration). If the User doesn't accept the present GTC, it is not possible to use the Service.
- 3.1.2 After Registration, the User may use the Service free of charge, in which case the Service can be accessed with limited functionality as set out in section 4. **Hiba! A hivatkozási forrás nem található.**
- 3.1.3 The free version of the Service is available for the User from the time of the Registration, the Service Provider starts the performance of the Agreement from this point of time. Accordingly, if the User qualifies as consumer, then based on the Government Decree for Consumers when he/she accepts this GTC, he/she expressly consents that the Service Provider begins performing the Agreement immediately upon Registration, before the deadline set out in Section 20 (2) of the Government Decree for Consumers expires. The User acknowledges that the consequence of the Service being provided from the time of Registration is that the User does not have the right of withdrawal set out in Section 20 of the Government Decree for Consumers.
- 3.1.4 In order that the User can use the full scope of the Service, besides accepting this GTC, he/she has to conclude a trust service agreement with a trust service provider (for electronic signature or seal certificate, electronic timestamping service). As the point of the Service is that via a web platform, without having to install a special software, at least advanced electronic signature may be created

and the documents signed or sealed electronically may be stored or shared by other Users or addressees. The User acknowledges that creating an electronic signature with Web-Szignó is only possible if the User disposes of such certificate that is necessary to create such signature and time stamping service as well, (i.e. when using the Service, the User cannot create electronic signature without a time stamp).

- 3.1.5 From the entry into force of version 1.3 of the GTC, in order to make full use of the Service (use of premium features), the User needs to enter into a trust service contract with the Service Provider (for electronic signature package). Users who use the Service with a trust service other than the Service Provider's trust service at the time of entry into force of version 1.3 of the GTC are entitled to continue to use it, but then the Service Provider will conclude new Contracts for chargeable Services (see at point 4.1.2) only with customers who requested the trust services from the Service Provider. The rules of using the trust services provided by the Service Provider, the related fees and payment terms are governed by the document "e-Szignó Certification Authority General Terms and Conditions" (available on the Service Provider's website, <https://e-szigno.hu/>, hereinafter: "Trust Service GTC").

3.2 Conclusion of contract by electronic means by accepting the GTC

- 3.2.1 Based on Section 6:82 of the Civil Code, the Service Provider informs the User that the Agreement concerning the use of the Service is concluded between the Parties by electronic means, in Hungarian, by ticking the box beside the text "I hereby accept the terms of the GTC" on the Service's website or in the e-Szignó mobile application upon Registration. After that the Service Provider confirms the conclusion of the Agreement by accepting the GTC in an email message sent to the User. The User can validate his/her e-mail address by clicking the link inserted in the confirmation e-mail.
- 3.2.2 The Service Provider informs the User that the Agreement is concluded upon accepting the GTC, whereas no written agreement is concluded between the Parties. The Service Provider stores the date when the User accepted the GTC (and therefore the date when the Agreement was concluded) in the IT system operating the Service. The version of the currently effective GTC and the versions effective in the previous 5 years (indicating the period while the given version of the GTC was in effect) are permanently available on the Service Provider's website (e-szigno.hu), therefore the Agreement is accessible for the User later as well.
- 3.2.3 The Service Provider informs the User that before accepting the GTC, there is an opportunity to change the user's data provided during Registration and that in case of certain data the Service Provider monitors during the data input whether the electronically put data may be correct (e.g. whether the e-mail address are in

correct form) and if an error is detected, the User will be called to correct it.

4 Description of the Service and the conditions of its use

4.1 Description of the Service

4.1.1 Free of charge Service

When using the Service free of charge, the Service is available with limited functionality. In this case (i) the User can create electronic files on a web platform, and download them, insert documents into or download documents from the electronic files, (ii) and verify the validity of the electronic signature on the uploaded document. At the time of entry into force of version 1.3 of the GTC, the maximum size of the documents that the User can upload (per upload) is 20 MB and the Service Provider stores the documents uploaded to the Service surface for 10 days from the date of upload.

4.1.2 Service subject to payment of a fee

4.1.2.1 The use of certain features (premium features) of the Service is subject to prior payment of a fee and may only be used after payment of the applicable fees (chargeable Service). The User may request the chargeable Service separately from the Service Provider by ordering an electronic signature package from the Service Provider, which also includes the Web-Signature Service. The Web-Szignó premium functions may differ per the different electronic signature packages that can be ordered from the Service Provider.

4.1.2.2 Those Users who use the Service with a trust service other than the Service Provider's trust service at the time of entry into force of version 1.3 of the GTC can use the functions subject to payment of fees as set out in the General Terms and Conditions in force at the time of the conclusion of the Contract.

4.1.2.3 With the help of Service subject to a payment of a fee, – besides the functions that can be used with the free of charge Service detailed under section 0. – the User can sign the documents with electronic signature and send them to a given address.

4.1.2.4 With the help of the Service the User's electronic documents will be available and manageable for the User independent from any device, via the internet. The files stored in Web-Szignó can be signed by the User via internet, independently from any device, in order to create a signature it is only needed that the respective device could handle the device necessary for the creation of the signature. The files placed in Web-Szignó can be transferred to any e-mail address given by the User at any time. To create a signature, further program needs to be installed (e.g. MicroSigner).

- 4.1.2.5 If the User would like to create an electronic signature on its computer while using the Service the Service checks (when it is necessary) if the MicroSigner program has been installed on the User's computer. If not, then the Service offers the User to install the MicroSigner program. The use of the MicroSigner program is free for the User, however, the User shall first accept the end-user license agreement.
- 4.1.2.6 If the User would like to create an electronic signature on a mobile device (operating with Android or iOS) during the use of the Service, the User needs to install to its mobile device the e-Szignó mobile application or the PassBy[ME] program (download it from the respective application store). The use of the program is free for the User, however, the User shall first accept the end-user license agreement.

4.2 Technical conditions of using the Service

- 4.2.1 In order to create electronic signatures or place timestamps on documents and e-files uploaded onto the Web-Szignó platform, the User must have a valid signature/seal certificate and a service agreement for timestamping. It is the task and responsibility of the party using the Service to secure the availability of the above, thus the Service Provider is not responsible if no valid electronic signature or timestamp may be created on the Web-Szignó platform due to the failure of the User's certificate or access to timestamps.
- 4.2.2 In order to use the Service, the User must have internet connection and a computing device on which the appropriate browser (Internet Explorer 10 and above, Firefox, Google Chrome, Microsoft Edge, Safari) has been installed.
- 4.2.3 On the Web-Szignó platform the signing of the following document formats are supported: e-file (.es3 file), PDF, ASIC, however any form of document can be uploaded into the electronic file (e-file (.es3 file) and ASIC).

4.3 Administrative conditions of the use of the Service, registration for the Service

- 4.3.1 Registration
- 4.3.1.1 The Service may only be used after a previous Registration. During the Registration the User must provide a real, existing e-mail address which will be the login identification and address for notifications, and the password which is needed for login.
- 4.3.1.2 For a successful registration the User must tick the box „I accept the General Terms and Conditions“. The GTC may be read and downloaded by clicking on the link besides the box.

- 4.3.1.3 After providing the necessary data, the Service Provider sends an e-mail to the User's given e-mail address with the subject „Confirmation e-mail”. By clicking on the link in the e-mail, the User validates the genuineness of the given e-mail address.
- 4.3.1.4 Thereafter, the User may use the free of charge version of the Services.
- 4.3.1.5 The User undertakes that he/she handles the password given during the Registration privately and does all that is necessary in order to keep it safe from any unauthorized persons. In case the password of the User falls into unauthorized hands due to any reasons, then the User shall be liable for all the resulting damages.
- 4.3.2 Activation of the features subject to fee payment (premium features)
 - 4.3.2.1 In order to fully use the Service, in addition to ordering the necessary trust service, the User must activate the premium features of the Service. The premium features of the Service can be activated on the Service surface (Settings / Activation of web-Szignó service) with the OID ID and password provided as part of the electronic signature package requested by the User. This provision does not apply to Users who use the Service with the trust service other than the Service Provider's trust service when version 1.3 of the GTC enters into force.

5 Term of Service, availability

5.1 Term of Service

- 5.1.1 The Service is available on every day of the week 0-24.
- 5.1.2 The customer service deals with the users' notices, complaints. The customer service is available for the Users within the working hours and via the contact details as set in section 1.2 of the GTC.

5.2 Availability of the Service

- 5.2.1 The annual guaranteed availability of the Service is 98%.
- 5.2.2 The use of certain premium features may depend on external services that are not covered by these GTC (e.g. the "Sign with company representative certificate" function depends on the availability of the National Company Registration and Company Information System). As a result of any disruption to such external services, certain functions of the Service may become temporarily unavailable, in which case this period will not count in the time of loss of the Service and should not be taken into account when the annual availability is calculated.
- 5.2.3 Planned shutdown: The Service Provider is entitled to temporarily suspend its

Service due to planned maintenance, development, reconstruction works. This period cannot exceed 1 day per month and 6 hours per occasion. The Service Provider shall announce the planned shutdown at least 24 hours before its start.

- 5.2.4 Extraordinary outage: The Service Provider is entitled to carry out maintenance work to counter the threat without prior notice in cases that threaten the data and operational security of the Service and require immediate action. In such cases, the Service Provider shall endeavour to carry out the necessary maintenance tasks with the least possible loss of service.
- 5.2.5 Suspended service: The Service Provider has the right to permanently suspend the Service due to unforeseen and unavoidable external reasons (force majeure) or because entities authorized by law ordered so. In such case the Users shall be informed about the fact that the Service is suspended and the expected duration of the shutdown as soon as possible on the Service's website.
- 5.2.6 The period of the planned shutdown and the extraordinary outage does not count as service gap, and shall not be taken into consideration when calculating the annual availability.

6 Responsibility, rights and obligations of the Parties

6.1 Rights and obligations of the Service Provider

- 6.1.1 The Service Provider shall comply with the terms of the GTC when providing the Service with diligence and prudence normally expected.
- 6.1.2 In case of the premium features (chargeable Services), the Service Provider shall inform the Users – via the Service Provider's website (eszigno.hu) – about the current prices (prices of the electronic signature packages). The respective fees are included in the Trust Service GTC of the Service Provider.
- 6.1.3 If there are obstacles to use the Service, the Service Provider shall inform the User accordingly. The Service Provider is entitled to refuse or limit its Services – along with notifying the User – if the User endangers the security or the availability of the Service.
- 6.1.4 The Service Provider operates a Customer Service to serve the Users, providing phone and e-mail contact.

6.2 The Service Provider's liability

- 6.2.1 General Rules of the Service Provider's liability
 - 6.2.1.1 The Service Provider proceeds towards the User according to the applicable terms of the Civil Code.

- 6.2.1.2 In order to determine, document and prove the pecuniary liability, its own liability of any damage caused and the damages caused to it, the Service Provider logs its activities, protects the integrity and authenticity of its log files and retains (archives) them for a long term (1 year from when it was generated).
- 6.2.2 Exclusion and limitation of the Service Provider's liability
 - 6.2.2.1 If the User uses the Service of the present GTC for free, the Service Provider disclaims its liability to the maximum extent permitted by applicable law. In case of providing free of charge Service, the Service Provider is only liable for damages arisen in connection with the Service based on Section 6:147 of the Civil Code, if the User proves that the Service Provider caused the damage with a deliberate breach of contract or by failing to give information about an essential characteristic of the Service which the right-holder was not aware of.
 - 6.2.2.2 If the User uses the Service of the present GTC in return of payment (chargeable Service), the Service Provider's liability is regulated in the Service Provider's Trust Service GTC.
- 6.2.3 Exclusion of the Service Provider's liability as a consequence of the behaviour of the User or other external circumstances
 - 6.2.3.1 The Service Provider excludes its liability if the User does not proceed in compliance with the Agreement or the law, thus especially if the User cannot use the Service because the format or size of the file the User uploaded onto the Web-Szignó surface is not appropriate.
 - 6.2.3.2 The Service Provider may refuse providing the Service to protect its own system and security, if the document uploaded by the User is infected with virus and may not be obliged to compensate any damage arising out of the User having uploaded to the Web-Szignó surface a document infected with virus.
 - 6.2.3.3 The Service Provider is entitled to limit or refuse access to the Service if it endangers the operation of its network's intended purpose. In such cases the Service Provider is not liable for the unavailability of the Service.
 - 6.2.3.4 The Service Provider is not responsible if certain User requests are lost due to reasons beyond the control of the Service Provider. Typical such case is when the data transfer network leading to the Service Provider is overloaded.
- 6.2.4 Notice of claims against the Service Provider
 - 6.2.4.1 The Service Provider reimburses any damage of the User caused by the use of the Service after all documents necessary for the decision on the damage claim and evidencing the date and amount of the damage are available.
 - 6.2.4.2 The User shall send its damage claim in writing to the Service Provider within 30 days from becoming aware of the damage and shall comply with the general

obligation to mitigate the damage. The Service Provider excludes its liability for any damages in connection with the late notification of the claim.

- 6.2.4.3 The User shall act in good faith and fair dealing in connection with its damage claim and shall expressly and clearly evidence the relating circumstances towards the Service Provider.

6.3 Rights and obligations of the User

- 6.3.1 The User is obliged to use the Service according to the effective legal regulations. The User must ensure that only authorized persons have access to the data and devices (passwords, secret codes, intelligent cards, signature creating devices) necessary for the use of the Service.
- 6.3.2 The User has the right to upload documents, verify the validity of the electronic signature placed in the documents, and, in case of chargeable Service the User can electronically sign, store and transfer documents on the Web-Szignó surface as set in this GTC.
- 6.3.3 It is the sole responsibility of the User if the Service may not be provided due to the User not having the appropriate access right to the Service, internet connection, trust service (electronic signature package) necessary for using the full scope of the Service, or if the size of the document uploaded by the User potentially signed electronically exceeds the maximum size determined by the Service Provider.
- 6.3.4 If the User causes damage by failing to fulfil his/her duties set out in this GTC, he/she is responsible for the damage according to the general regulations of the civil law.

7 Fees and payment terms

- 7.1. With the entry into force of version 1.3 of the GTC, the Service Provider will no longer sell the Service on its own as a chargeable service. The functions available for payment of a fee can only be ordered as part of the electronic signature packages specified in the Service Provider's Trust Service GTC. Thus, the previous Fees and payment terms of the GTC is be repealed, since the payment terms for electronic signature packages are set out in the Trust Service GTC.
- 7.2. For Users who have entered into a Contract with the Service Provider prior to the entry into force of version 1.3 of the GTC, the Fees and payment terms that were in force at the time of the conclusion of the Contract shall apply.

8 Amendment and Termination of the Agreement

8.1 Amendment to the GTC

- 8.1.1 The Service Provider is entitled to amend the GTC unilaterally. The Service Provider is obliged to disclose any such amendment on its website at least 15 days before entry into force.
- 8.1.2 If the User does not accept the amendment to the GTC, he/she may terminate the Agreement within 15 days as of the publication of the amendment, except in the following cases:
- a) in case of introducing a new service, if it does not adversely affect the conditions relating to already existing services;
 - b) in case of expanding the services, if it does not represent an extra burden on the User;
 - c) in case of a change in the legal environment, a governmental authority's decision or such change in the economic and/or technical circumstances, as a result of which the Service Provider can only provide the service for the Users on different terms than before, if it does not represent an extra burden on the User;
 - d) if the Service Provider's and/or the customer service office's address, telephone number and opening hours change;
 - e) in case of such corrections of the GTC made for the sake of clarity, which cannot be regarded as modifications to content;
 - f) in case the conditions of using the Service change in such way, which are exclusively beneficial for the User.

8.2 Termination for convenience

- 8.2.1 Any of the Parties may initiate the termination of the Agreement.
- 8.2.2 The termination period applicable to the Service Provider is 30 days, beginning on the day when the termination notice is sent to the User's e-mail address used as login.
- 8.2.3 In case of free of charge service, the User has the opportunity to delete its user account, which is considered a termination for convenience without a termination period.
- 8.2.4 The terms and conditions for termination of the chargeable Service are set out in the Service Provider's Trust Service GTC. If the User's chargeable Service is terminated, he/she is still entitled to use the free version of the Service.

8.3 Termination for cause

- 8.3.1 In case of material breach of contract, the other Party shall have the right to terminate the Agreement – subject to providing an explanation – with immediate effect.
- 8.3.2 It shall be considered a material breach of contract if the User jeopardies the security or availability of the Service.
- 8.3.3 It shall be considered a material breach of contract, if the Service Provider fails to assure the availability of the Service as stipulated in this GTC or if the Service Provider violates any other requirement related to the Service prescribed in any other legislation.
- 8.3.4 The termination for cause has to be notified to the other Party in writing; an electronic letter sent with a confirmation notice is considered a written form.

8.4 Managing documents uploaded to the Web-Szignó surface after the termination of the Agreement

- 8.4.1 As set out in the GTC, after the termination of the User's chargeable Service (termination of the contract for the electronic signature package), the Agreement for the free of charge version of the Service will be still valid, the User may terminate his/her Agreement for the free of charge Service by deleting his/her user account.
- 8.4.2 Considering the fact that the Service Provider only stores the User's documents on the Service surface during a valid Agreement, when the User deletes its user account (which also qualifies as the immediate termination of the Agreement for the free of charge Service) all user documents stored on the Service surface will be deleted.

9 Provisions of data processing

9.1 Data processing regarding the personal data appearing in the documents uploaded to the Web-Szignó surface by the User

- 9.1.1.1 Regarding the personal data appearing in the documents uploaded to the Service's surface the Service Provider qualifies as data processor, while the User is the data controller, who has appropriate legal basis of data processing in connection with the personal data appearing in the uploaded documents. The Service Provider does not examine this legal basis (and the content of the uploaded documents), therefore the affected persons cannot turn to the Service Provider directly with

data processing requests.

9.1.1.2 As data processor, the Service Provider processes these personal data during the term of its agreement with the User, after its termination the documents placed in the system will be deleted.

9.1.1.3 Inside the Service Provider's organization, the system administrators are entitled to access the personal data appearing in the documents uploaded by the User to the Service's surface, however, the access is not allowed according to this GTC except for the User's explicit instruction. Other than this instruction, the Service Provider as data processor is not entitled to become aware of the personal data appearing in the documents placed on the users' Web-Szignó account surface.

9.2 Agreement on the terms and conditions of data processing based on the GDPR

9.2.1 Data processing Agreement between the data processor and the data controller based on GDPR

9.2.1.1 With regards to the fact that in connection with the personal data appearing in the documents uploaded to the surface of the Web-Szignó Service, the Service Provider is considered as data processor (hereinafter: Data Processor) and the User as data controller (hereinafter: Data Controller), pursuant to Article 28 (3) of the GDPR they shall set out (i) the subject-matter, (ii) the duration, (iii) the nature and purpose of processing, (iv) the type of personal data, (v) the categories of data subjects and (vi) the obligations and rights of the controller in a separate agreement.

9.2.1.2 As the agreement concerning the Web-Szignó Service is concluded between the Data Processor and the Data Controller by this GTC, the Parties agree that the GTC also contains their agreement on data processing. This chapter of the GTC qualifies as the agreement of the Parties on data processing (this chapter of the GTC hereinafter: Data Processing Agreement.)

9.2.1.3 The purpose of the Data Processing Agreement is to specify the terms and conditions of processing such personal data controlled by the User (hereinafter: Personal Data) which the Service Provider processes as data processor when providing the Web-Szignó Service.

9.2.1.4 When providing the Web-Szignó Service, the Service Provider acts as data processor or sub-data processor and the User acts as data controller or data processor, which definitions are set in detail in data protection legislation (hereinafter: Data Protection Rules). For the purposes of the Data Processing Agreement, Data Protection Rules shall mean all applicable data protection regulations, thus in particular but without limitation the EU's General Data

Protection Regulation and Freedom of Information Act, furthermore the instructions of the Hungarian National Authority for Data Protection and Freedom of Information (hereinafter: Data Protection Authority).

9.2.2 Purpose of the data processing

9.2.2.1 The purpose of processing the Personal Data by the Data Processor is to perform the services set in the Agreement. According to the Agreement, the User has the right to upload documents to the Web-Szignó users' account operated by the Service Provider. For the purposes of this Data Processing Agreement, Personal Data shall mean only those personal data which appear in the documents uploaded to the Web-Szignó users' surface.

9.2.2.2 When providing the Web-Szignó Service, according to the present GTC the Service Provider shall not access the documents – and therefore the Personal Data – uploaded to the Web-Szignó users' account. The Service Provider may not access the content of the Personal Data when providing its Services according to the Agreement, unless the Data Controller had given explicit authorization in writing. In the event of such authorization, the Service Provider shall ensure that persons authorized to access to files containing Personal Data undertake a duty of confidentiality.

9.2.2.3 According to the above, the data processing activity of the Data Processor regarding the Personal Data is limited to storage and – in case of the User's explicit instruction (when the uploaded documents are being sent by the User to a certain e-mail address) to transfer. Therefore, the Data Processor has no knowledge of the kind of Personal Data which appear in the documents uploaded to the Web-Szignó users' account. Regarding the Personal Data appearing in the documents uploaded to the Web-Szignó users' account the User declares that he/she obtained the consent of the data subjects to processing their personal data or he/she has other legal basis for data processing. If the Data Controller or a user acting on behalf of him/her uploaded documents to the Web-Szignó users' account which contain illegally obtained or stored Personal Data, the Data Processor has no liability in this regard.

9.2.3 Rights and obligations of the User

9.2.3.1 The User shall process Personal Data in line with the Data Protection Rules.

9.2.3.2 The User has the right to give written instructions to the Service Provider regarding the processing of the Personal Data. Such instructions will be mandatory for the Service Provider, with the provision that if performing the instructions requires the Service Provider to provide the chargeable Services under the Agreement, then the User will be bound to pay any applicable fee items, and if the execution of the instructions involves incremental cost for the Service Provider, the User will refund such at the same time. The Service Provider will not be obligated to perform the

User's instructions if that would be contradictory to the provisions of this GTC.

9.2.3.3 The User acknowledges that since the Service Provider will have no access to Personal Data while providing the Service, the User is not entitled to give any data processing related instructions to the Service Provider that would require accessing the Personal Data. In particular, the Service Provider cannot correct, delete or block Personal Data, nor cancel data processing in respect of a data subject's Personal Data, however, the User as data controller has the right to do all the above as he can modify, download or delete all documents that are uploaded to the Web-Szignó surface.

9.2.3.4 While this Data Processing Agreement remains in effect, the User shall be obliged to retain its authorization to control the Personal Data (i.e. it must have an appropriate legal basis for processing the concerned natural persons' data).

9.2.4 Rights and obligations of the Service Provider

9.2.4.1 The Service Provider may not use Personal Data for purposes other than those specified in the Agreement and this Data Processing Agreement.

9.2.4.2 The Service Provider shall be obliged to process Personal Data in compliance with the applicable Data Protection Rules.

9.2.4.3 The Service Provider shall process Personal Data according to the written instructions received from the User, in accordance with the conditions laid down in Sections 9.2.3.2 and 9.2.3.3.

9.2.4.4 The Service Provider shall make all information available to the User that may be necessary to certify compliance with the Data Processor's obligations specified in this Data Processing Agreement and the Data Protection Rules. The Service Provider assists the Data Controller in the fulfilment of his obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the Data Protection Regulation of the General Data Protection Regulation and in the fulfilment of his obligations under Articles 32 to 36 of the General Data Protection Regulation.

9.2.4.5 The Service Provider consents to the User conducting the data protection audit prescribed in the GDPR.

9.2.4.6 The Service Provider processes the Personal Data only during the term of the Agreement. The term of this Data Processing Agreement is linked to the term of the Agreement, whereas the expiry of the Agreement will result in the expiry of this Data Processing Agreement.

9.2.4.7 The Service Provider is entitled to transfer the Personal Data in the mandatory cases prescribed by the Data Protection Rules, upon being called to do so by a competent court or the Data Protection Authority. If the Data Protection Authority or the competent court discloses such a decision to the Service Provider, the

Service Provider will inform the User without undue delay, before taking any action requested in connection with the Personal Data, or — where the Data Protection Authority or the competent court expects a prompt response or one in a short time — as soon as reasonably possible, unless the applicable Data Protection Rule or decision explicitly prohibits informing the User in this way.

9.2.5 Data security

9.2.5.1 The Service Provider will make any and all technical and organizational arrangements that may be required to preserve the confidential nature and integrity of the Personal Data, furthermore to ensure their accessibility (and will document such arrangements appropriately), moreover will be obliged to safeguard the Personal Data from unauthorized use.

9.2.5.2 The Service Provider shall regularly review the effectiveness of the technical and organizational arrangements it uses.

9.2.6 Managing personal data breach

9.2.6.1 In the case of a personal data breach, including the breach of data security to a degree that may lead to the accidental or unauthorized destruction, loss, alteration, disclosure or the unauthorized accessing of Personal Data, the Data Processor shall be obliged to apply the procedural policy provided for in the Privacy Policy published on its website (<https://e-szigno.hu/en/privacynotice.html>).

9.2.7 Returning or Destruction of Personal Data

9.2.7.1 In case the Agreement terminates for any reason whatsoever, the Service Provider shall delete Personal Data (or the documents containing Personal Data that were uploaded to Web-Szignó users' surface) at the time of the termination of the Agreement.

9.2.8 The transfer of Personal Data

9.2.8.1 Currently, there is no transfer of data to any country outside the European Economic Area (EEA) as part of the Service. Prior to any planned data transfer outside the EEA the Service Provider shall inform the User by way of the appropriate amendment of the present GTC. If the User does not disapprove of such data transfer in writing within 15 calendar days, the Service Provider may transfer the data provided that the appropriate legal guarantees (e.g. General Terms and Conditions of the European Commission) are given. If the User raises an objection within the given time interval, then the Service Provider makes all reasonable efforts to change its data transfer system or suggests a reasonable modification from a business point of view in order to avoid the data transfer. If the Service Provider is unable to implement such a change within 60 calendar days from when the objection was raised or if the User does not accept the proposed modification of the Agreement, the User has the right to terminate the Agreement

within 60 days from the notice of the Service Provider or – if the Service Provider does not respond – from the period set for the Service Provider’s proposal. In case a User does not exercise its termination rights within the available time limit, that must be deemed as consent granted for the transfer of Personal Data.

9.2.9 Sub-processors (subcontractors)

9.2.9.1 The Service Provider currently does not engage any sub-processors when providing the Web-Szignó Service. Should this happen, the Service Provider will notify the User before implementing the change by way of the amendment of this GTC, at the same time indicating the new sub-processor’s company name, registered office and the service it is to provide. If the User does not raise an objection to using a new sub-processor within 15 calendar days in writing, the Service Provider will have the right to use the new sub-processor for the indicated service. If the User does raise an objection within the given time interval, the Service Provider will make reasonable efforts in the interest of making it possible to avoid using the new and objected sub-processor. If the Service Provider is unable to implement such a change within 60 calendar days of when the objection was raised, the User will have the right to terminate the Agreement within 60 calendar days of receiving information to this effect from the Service Provider or – if the Service Provider does not respond – the expiry of the time available for implementing the change. In case a User does not exercise its termination rights within the available time limit, that must be deemed as consent granted for using the new sub-processor.

9.2.9.2 The Service Provider shall be obliged to regularly audit the performance of its sub-processors, and will be liable for the conduct of its sub-processors as if it had acted on its own.

9.2.10 Data Protection Audit

9.2.10.1 During the term of this Data Processing Agreement, the User and/or a reputable independent third-party auditor the User designates will have the right to examine the Service Provider and its sub-processors’ facilities, moreover to verify whether or not the Service Provider operates its data protection system in compliance with the provisions set out in this Data Processing Agreement, if it is suspected that the Processor fails to comply with any provision in this Agreement.

9.2.10.2 Notwithstanding the above, this audit may not extend to the examination of data belonging to the Service Provider’s other users, furthermore will not grant access to information related to the Service Provider’s security systems/measures. The Processor must be notified about audits initiated by the User at least 30 days in advance. The notification shall reason the necessity of the audit and shall describe its envisaged scope. Audits may not trigger the unreasonable interruption of the Processor’s workflows, and may not exceed a duration of 30 days, which may be

extended once in justified cases. Auditing may not involve (i) direct access to the qualified trust service provider's IT systems and premises, (ii) disturbing the Processor's employees and causing significant extra work for them. To avoid any misunderstanding, the Parties confirm that the User will bear the costs related to data protection audits.

10 Terms of the User's support, handling notices and complaints

- 10.1. Questions, objections and complaints in connection with the Service must be sent to the customer service in written form (including the email as well) as set in section 1.2 of this GTC.
- 10.2. The Service Provider shall respond to the notifier in writing (including the email as well) within 30 days from the receipt/arrival of the notice/complaint. The Service Provider may request the notifier to provide further information necessary to be able to give an answer. In such a case, the 30-day deadline shall start from the date of reply.
- 10.3. The Service Provider does not provide personal customer service in connection with the Service.
- 10.4. If the Service Provider does not assure the conditions set in the GTC, or does not correct the error based on the User's notice by the deadline set out in section 10.2., or rejects the notice without explanation, the User may enforce his/her claims related to the breach of contract before the courts, while Users qualifying as Consumers may approach a conciliation panel as set in chapter 11.

11 Specific Rules Applicable to Consumers

- 11.1. If any User qualifies as a consumer pursuant to the Civil Code (i.e. is a natural person who uses the services "for private purposes", i.e. beyond the scope of their profession, individual occupation or scope of business activity, and not as e.g. attorney, notary or as a company's representative; hereinafter: Consumer), special rules are applicable to him/her in the context of using the Services.
- 11.2. The Service Provider is obliged to inform Users about a number of circumstances specified in the Government Decree for Consumers. For the most part, the Service Provider complies with such information obligation in the respective clauses of the GTC; this chapter includes such information and provisions that are solely applicable to consumers and are not covered by the previous chapters of the GTC.
- 11.3. The Service Provider informs Users who qualify as Consumers that — pursuant to the Government Decree for Consumers — the Agreement established by way of accepting this GTC constitutes a distance contract.

- 11.4. The website linking to this GTC will be sent by e-mail to the User upon confirming the User's Registration. This confirmation shall also qualify as confirmation of conclusion of contract according to Section 18 of the Government Decree for Consumers. The confirmation contains (i) the information pursuant to Article 11 (1) of the Government Decree for Consumers and (ii) the consumer's statement that the Service Provider had started providing the Service after Registration based on the consumer's explicit and prior consent and the fact that with this consent the consumer also acknowledged that since the Service Provider had started to provide the Service, he/she has lost his/her right to withdraw from the contract as set out in the Government Decree for Consumers.
- 11.5. The Service Provider informs the User qualifying as Consumer that in the event of a faulty performance, the Service Provider are owed a warranty for the Service.
- 11.6. The Service Provider informs the User qualifying as Consumer that no code of conduct within the meaning of the Act on the Prohibition of Unfair Business-to-Consumer Commercial Practices is available in connection with the Service.
- 11.7. The Service Provider informs the User qualifying as Consumer that if any dispute arises in connection with the quality of the Service, furthermore the establishment of the agreement between the Parties and its performance (hereinafter: consumer dispute) and it cannot be resolved directly with the Service Provider, the User qualifying as consumer may approach a conciliation panel in the interest of resolving the dispute outside the scope of court proceedings.
- 11.8. The Conciliation Panel having jurisdiction based on the registered seat of the Service Provider is:

Reconciliation Panel of Budapest

Address: 1016 Budapest, Krisztina krt. 99.

Phone number: +36 (1) 488-2131

Email address: bekelteto.testulet@bkik.hu

However, Consumers may also approach the conciliation panel having jurisdiction based on their own home address or place of residence in the interest of amicably resolving the dispute.

12 Applicable law, handling legal disputes

- 12.1. The Parties hereby agree that to this Agreement the laws of Hungary shall apply. When interpreting the text of the present GTC, the Hungarian version shall prevail.
- 12.2. The Parties agree that to their legal relationship established based on this GTC only this GTC applies, therefore no such custom or condition shall become part of their legal relationship established based on this GTC which the Parties applied in their previous business relationship and no practice which they set up between

each other. No such custom shall become part of the legal relationship established based on this GTC which is widely known and regularly used in legal relationships of parties in the related business.

- 12.3. The Service Provider and the User hereby stipulate the exclusive jurisdiction of the Budapest 2nd and 3rd District Courts with regards to their legal relationship based on this GTC.