

General Terms and Conditions

The **Practify Ltd.** (headquarters: 2194 Tura, Galábos street 15, company registration number: 13-09-2315-80, tax number: 32460063-2-13; hereinafter referred to as Service Provider), relating to the specific contracts made through the website <https://practify.net/> (hereinafter referred to as Website), applies the following Terms and Conditions (hereinafter referred to as GTC). These conditions are regarded as guiding principles in all specific contracts, and can only be revised under circumstances in which the Service Provider and the Client's (hereinafter Service Provider and Client mentioned together are referred to as Partners) specific contract has special ruling allowing diversion from the GTC.

This GTC is only stored electronically and doesn't qualify as a written contract. For further questions regarding the operation of the Website or the process of ordering services (including technical details not mentioned here), you can reach out through the contacts mentioned in the GTC.

In cases where the Partners do not have a specific agreement different from the conditions mentioned here, the following conditions apply. When changing partial conditions, the other, not altered conditions still apply.

Before purchasing, the Client must be familiar with the GTC. By placing an order, the Client automatically accepts the GTC, which will be a compulsory part of the specific contract between the Partners.

The General Terms and Conditions of the Client shall not be applied in the legal relationship between the Partners.

The application of the provisions of Ptk. 6:63. § (5) is expressly excluded.

The GTC is permanently available from the website <https://practify.net>

On the basis of this Framework Agreement and the Individual Contracts created based on it, the Service Provider grants the User the right to use the Practify service provided by the Service Provider to achieve the User's own business goals.

The User acknowledges that the Service Provider only provides the Services defined here to businesses that are not covered by the Civil Code or the CLV of 1997 on consumer protection. The description of the services provided by the Service Provider is contained in this Framework Agreement and the appendices that form an inseparable part of it, which are as follows:

1. BASIC PROVISIONS

- 1.1. Matters not regulated in these Terms and Conditions, as well as the interpretation of these Terms and Conditions, are governed by the provisions of Hungarian legislation, especially, but not exclusively, Act V of 2013 on the Civil Code (hereinafter: Civil Code). The mandatory provisions of the relevant legislation apply to the parties without special stipulations.
- 1.2. The User, upon entering the website operated by the Service Provider or reading its content in any way - even if they are not a registered user of the website, acknowledges that the provisions of these General Terms and Conditions apply to them.

If the User does not accept the conditions, they are not entitled to use the website or place an order.

2. THE SERVICE

2.1. Within the framework of the service, the Service Provider grants third parties (hereinafter: Users) the right to use the Practify service to achieve the User's own business goals.

2.2. Practify is a software service (SaaS) available via the Internet, which was designed for training companies to support training processes more effectively. On Practify's online interface, trainers can contact participants with questions and tasks, while answering and solving them, participants can deepen what they learned during the training.

2.3. **Basic service:** The Basic Service of the Service Provider's Practify system includes the following functions:

2.3.1. Practify is a service available via the Internet using a browser (at least Internet Explorer 11+ or Safari 9.x+ or Chrome 47+ or Firefox 43+ browser version is required).

2.3.2. Authorization to access Practify's interface (for End Users during the Maintenance Period, by entering a username and password)

2.3.3. Individual user Profile for each end user (the Profile contains personal information such as the user's name, e-mail address, password, photo, own entries)

2.3.4. Structured browsing among Solutions

2.3.5. Entering a comment to the Solutions

2.3.6. File attachment option when answering tasks

2.3.7. Management of several authorization levels: Trainer, Participant, Observer, Administrator

2.3.7.1. For trainers, it is possible to create a task and comment

2.3.7.2. Participant has the opportunity to solve the tasks and write a solution (Solution)

2.3.7.3. As an Observer, it is possible to read the solutions of the tasks by the Participants, make comments and view the statistical data of the program

2.3.7.4. Administrators can create groups and assign participants

2.3.8. Structured browsing among Solutions

2.3.9. Entering a comment on the Solutions

2.3.10. File attachment option when solving tasks

2.4. **Education:** The process of training on the use of the Practify system and handing over related materials to the User.

2.4.1. Additional Cost-Based Services

2.4.2. Consulting / Education / System implementation service

2.4.3. System development service based on individual needs

The Basic Service, Support Service, education, or any other service provided by the Service Provider to the Users on the website that may not be specified in these GTC are hereinafter referred to as: Service/Services.

2.5. Description of applied security solutions

2.5.1. Infrastructure level: cloud-based service (non-dedicated, i.e. a server environment shared between several users), which runs on Heroku's servers

in Ireland. Information and certificates about environment security can be found at the following link: <https://www.heroku.com/policy/security>

- 2.5.2. Operating system level: Linux maintained at an expected security level (Debian stable)
- 2.5.3. Application level:
 - 2.5.3.1. All browser traffic is routed via https (secure connection);
 - 2.5.3.2. Application of an officially signed key certificate;
 - 2.5.3.3. Ruby on rails application, whose authorization is checked by industry standard components;
 - 2.5.3.4. Passwords are stored encoded in "salted hash" (not in clear text).

3. ORDER, INDIVIDUAL CONTRACT

- 3.1. A Felhasználók a Szolgáltató weboldalán van lehetősége a megrendelni kívánt szolgáltatások tekintetében ajánlatot kérni. Az ajánlatkérés során a Felhasználó az alábbi adatokat köteles megadni a weboldalon.
 - 3.1.1. Name of the contact person;
 - 3.1.2. Contact email address;
 - 3.1.3. Contact telephone number;
 - 3.1.4. Cég, megbízó neve;
 - 3.1.5. Számlázási adatok;
 - 3.1.6. Number of users (Trainer, Participant, Observer in total);
 - 3.1.7. Usage Period (specified in months);
- 3.2. The Services are provided to the User within the period of use indicated in the request for quotation, i.e. the User is entitled to use the services during the period of use. Please note that the usage period can only be defined in months. When determining the duration of the Usage Period, 1 (one) month includes 30 (thirty) calendar days, so if the User defines the Usage Period as 1 month, then he is entitled to use the Services for 30 (thirty) calendar days from the date of securing the right to use.
- 3.3. We would like to draw your attention to the fact that an incorrectly entered e-mail address or the saturation of the storage space belonging to the mailbox may result in the lack of delivery of the confirmation and may prevent the request for an offer or its confirmation by the Service Provider and thus the use of the services offered by the Service Provider through the website.
- 3.4. During the request for an offer, the user is obliged to provide his own, real data, as well as the data of the person he represents. In the case of untrue data or information that can be linked to another person, the resulting contract is null and void. The Service Provider excludes its responsibility if the User makes unauthorized use of its services in the name of another person, using the data of another person.
- 3.5. The Service Provider excludes its responsibility for all consequences for the User resulting from data provided incorrectly during the request for a quote for any reason (including, in particular, faulty performance attributable to the data provided incorrectly, or for other problems arising during the performance of the service).
- 3.6. The Service Provider undertakes to handle the personal data provided during the request for proposals in accordance with the data protection law and the basic principles defined in its data management information. The data management information is available at the following link: <https://practify.net/wp-content/uploads/2024/03/Practify-Privacy-Policy-24.03.01.HU-EN.pdf>

- 3.7. The Service Provider starts the processing of the request for an offer after the request for an offer has been received by the Service Provider. Requests for offers are processed during the opening hours of the Service Provider (from Monday to Friday between 9 a.m. and 5 p.m.). It is also possible to request an offer outside of the times indicated for processing requests, provided that if the Service Provider is submitted outside of its opening hours, the request will be processed on the following working day.
- 3.8. Within 5 (five) days after receiving the request for offer by the Service Provider, the Service Provider will send an indicative (non-binding) offer to the e-mail address provided during the request, according to the data provided by the User (hereinafter: Offer).
- 3.9. The User is entitled to accept the Offer by e-mail within 30 (thirty) days after receiving the Offer. Acceptance of the Offer by the User does not create a contract between the Parties. If the User does not accept the Offer within 30 (thirty) days after receiving the Offer, the Offer is no longer applicable, i.e. if the User wishes to use the Services, he must repeat the request for offer process.
- 3.10. If the User accepts the Offer, the Service Provider will send a confirmation to the User within 5 (five) days after receiving the e-mail about the acceptance of the Offer. The confirmation contains the login details of the user account created for the User (e-mail address and one-time password). Simultaneously with the confirmation, the Service Provider also sends the invoice issued for the Services the User wishes to use. A unique contract between the Parties for the use of the service is established by sending the invoice to the User. The Individual Contract consists of the Offer, the User's acceptance of the Offer and the invoice (hereinafter and before: Individual Contract). The total amount to be paid on the invoice includes all costs.
- 3.11. The User is entitled to use the service after settlement of the invoice.
- 3.12. If there is an error or deficiency in the request for offers or the prices on the website, the service provider reserves the right to make corrections. In such a case, the user will be informed of the new data immediately after the error has been detected or modified. The user can then confirm the request for an offer once again or cancel the order. If, despite all the care taken by the Service Provider, an incorrect price is displayed in the Offer, especially with regard to the obviously incorrect, e.g. HUF "0" or HUF "1" price appearing due to a possible system error, or cases where it is obvious that the Service was not displayed at the price used by the Service Provider and the Service Provider did not provide a discount for the User, then the Service Provider is not obliged to fulfill the order at the wrong price, but can offer fulfillment at the market price, knowing which the User can abandon his intention to order.
- 3.13. In order to use the website, the user must log in to the website for the first time with the e-mail address included in the confirmation (hereinafter: Username) and a one-time password. The User must change the password during the first login. The Service Provider shall not be liable for damages resulting from failure to change the password sent to the User for the first login, so if the User does not change the password and is therefore unable to access the user account, the User is not entitled to assert any claim against the Service Provider under any legal title.
- 3.14. The User is obliged to keep the username and password confidential. The Service Provider bears no responsibility if the User forgets the username and/or password, or if any of them become accessible to a third party, unless this occurred for a reason

attributable to the Service Provider. The Service Provider is not liable if another third party places an order through the website using the User's username and password instead of and on behalf of the User. In this case, too, the Service Provider is entitled to demand performance of the contract from the User (including, in particular, performance of the obligation to pay the purchase price).

- 3.15. If the password is lost or forgotten, the User can request a new password using the Forgotten password function available on the website. After receiving the User's request, the Service Provider will send the new password to the User to the e-mail address provided by the User after the time required to generate the new password has elapsed.

4. MODIFICATION AND CANCELLATION OF THE ORDER

4.1. Modification of the order:

The User is entitled to an extension, i.e. to request access to the Usage Period for new End Users during the Usage Period specified in each Individual Contract (hereinafter: Extension). The Service Provider undertakes to provide the Extension within 3 working days from the receipt of the User's order for the Extension, which is considered a modification of the Individual Contract. In addition, the rules governing the Order in point 4 of these General Terms and Conditions apply to the Extension.

4.2. Cancellation of the order:

The User is entitled to reduce the number of End Users and to shorten the duration of the Usage Period during the Usage Period specified in each Specific Agreement (hereinafter: Cancellation request). The User is entitled to indicate in the Cancellation Request that the fee paid for the services that are the subject of the Cancellation Request shall be reimbursed to the User by credit or refund. The Service Provider undertakes the Cancellation within 5 (five) working days after receiving the Cancellation Request, which is considered an amendment to the Specific Contract. The Service Provider sends a notification to the User about the approval of the Deletion Request, in which the Deletion Request (the number of the End User affected by the Deletion Request or the Period of Use), as well as the effective date of the Deletion Request (the day from which the date indicated on the Deletion Request End-user authorization ceases, in case of shortening the duration of the Usage Period, proof of the shortened duration of the Usage Period). If the User does not specify the reimbursement method for the services that are the subject of the Cancellation Request in the Cancellation Request, the Service Provider will reimburse the User for the fees for the services that are the subject of the Cancellation Request in accordance with the provisions of point 7. The User is entitled to send the Cancellation request to the Service Provider by e-mail.

If the Service Provider does not confirm the Cancellation Request within 5 (five) days from the date of receipt of the Cancellation Request or rejects the Cancellation Request in the notification sent to the User, the Cancellation Request shall be considered rejected. The Service Provider is entitled to reject the Deletion Request especially, but not exclusively, if the Deletion Request contains invalid data (Deletion

Request exceeding the number of End Users included in the Order, Deletion Request for a period other than the Usage Period).

5. USER SATISFACTION

- 5.1. The primary goal of the Service Provider is to provide high-quality service to the User when using the Services. If the User is not satisfied with the Services, the User may be entitled to a refund of the Service fee.
- 5.2. The User becomes entitled to a refund of the fee for the Services if the following conditions are met in full (i.e. the following conditions are conjunctive and not optional conditions): (i) the User uses the service for the first time, (ii) the User has at least 2 (two) months of Usage; (iii) After the start of the Usage Period, but before the end of the first month of the Usage Period, but no later than the 5th (fifth) day before the end of the first month, the User informs the Service Provider by e-mail that the User is not satisfied with the Services and the (iv) User indicates the reason for his/her dissatisfaction in the e-mail sent to the Service Provider.
- 5.3. The Service Provider shall, within 2 (two) working days after receiving the e-mail sent by the User to the Service Provider containing the User's dissatisfaction, examine the reason for the User's dissatisfaction and inform the User of the termination of the Usage Period and the existence of the right to a refund of the fee. The fee to be refunded to the User shall be refunded within 30 (thirty) days from the date of termination of the Usage Period by bank transfer to the bank account number from which the fee for the Services was paid. The User is entitled to indicate a different bank account number as the place of fulfillment.
- 5.4. The Service Provider will refund the User the full amount of the fee for the Services for the unused period of the Usage Period. The fee to be reimbursed by the Service Provider is determined as follows. $i=A-B$
where:
 i = the fee to be refunded
 A = the amount of the total fee due for the Usage Period,
 B = fee amount for one month;

6. PAYMENT, BILLING AND REFUNDS

Payment:

6.1. The fees to be paid for the Services are specified item by item in the Individual Contracts. The fee is determined by taking into account the number of End Users and the duration of the Usage Period. The fee must be paid in advance for the entire duration of the Usage Period.

6.2. In case of cancellation of End User Access during the Usage Period, the proportional fee for End User Access will be refunded to the User after the end of the Usage Period.

6.3. The Fees include the full consideration of the obligations undertaken by the Service Provider, including the fee for the use of intellectual works (e.g. works protected by copyright) provided to the User based on the individual contract.

Billing:

6.4. The Service Provider issues the invoice for the Fee payable on the basis of individual Contracts in advance, simultaneously with the confirmation of the Order.

6.5. The Service Provider invoices the Fees to Users in Forint (HUF) and the Fees are to be paid in Forint (HUF). If the Users pay the Fee to the Service Provider in Euros (EUR) or any other currency, the amount of the Fee is going to be converted based on the HUF/EUR MNB mid-exchange rate valid on the day of crediting to the Service Provider's bank account (if no mid-exchange rate is determined on the given day, then the Fee is based on the most recently published average exchange rate).

6.6. The invoice is issued and sent by the Service Provider to the User's contact person specified in the Individual Contract with a 30-day payment deadline in accordance with the provisions of Hungarian legislation. The method of paying the invoice is bank transfer to the account number specified on the Service Provider's account. The payment shall be considered fulfilled when the invoiced amount is fully credited to the Service Provider's bank account.

6.7. The Service Provider issues the invoice according to the data provided by the User during the Order and sends it to the address provided by the User during the Order. If the User enters the data incorrectly or incompletely during the Order, the responsibility for the resulting errors and omissions rests with the User.

6.8. The Service Provider may withhold the granting of the right of use until proven that the payment of the price of the service has been successfully made using the electronic payment solution (including the case when the fee is paid by bank transfer and the User remits the payment in the currency of the Member State the purchase price and the conversion, as well as bank transfers and costs, the Service Provider does not receive the full amount of the Fee). If the Fee has not been fully paid, the Service Provider may ask the User to supplement the Fee.

6.9. If the invoice was issued according to incorrect or incomplete data provided by the User, the User is entitled to request the cancellation of the invoice or the correction of the invoice. The Service Provider shall send the cancellation invoice or amendment invoice to the User within 5 (five) days after receiving the User's request in the event of a request for a cancellation invoice or amendment invoice for an invoice issued according to incorrect or incomplete data.

6.10. If the User requests a copy of the originally issued invoice, the Service Provider will send a copy of the originally issued invoice to the User within 5 (five) days after receiving the request.

Refund

6.11. In the case of crediting the fee for the Services subject to the Request for Cancellation, the fee for the Services subject to the Request for Cancellation has been credited to the User (hereinafter: Credited amount). The Credited amount reduces the amount of the User's additional orders and the amount of the fee to be paid by the User for the Extension. The Credited amount is automatically deducted from the amount of the fee to be paid based on the first order or extension request placed by the User after the cancellation request has been approved by the Service Provider.

6.12. In the case of a refund to the User of the fee for the Services that is the subject of the Cancellation Request, the fee for the Services that is the subject of the Cancellation Request will be refunded to the User within 30 (thirty) days following the approval of the Cancellation Request by the Service Provider, by bank transfer to the bank account from which the fee for the Services was paid. The User is entitled to specify a different bank account number as the place of fulfillment in the Cancellation request.

7. THE DURATION OF THE GENERAL TERMS AND CONDITIONS

7.1. These General Terms and Conditions are effective from May 1, 2024 until the date of its withdrawal. The Service Provider is entitled to amend the General Terms and Conditions. The Service Provider will publish the amendments on the website 15 (fifteen) days before their entry into force. By using the website, users accept that all regulations related to the use of the website automatically apply to them. After entry into force, the amended provisions become effective for the User upon the first use of the website - unless they object to the amendments. The amendment of the General Terms and Conditions is not retroactive, the amended provisions must be applied to orders placed after the amendment.

7.2. The Service Provider has the right to unilaterally modify these General Terms and Conditions with the effect of including the Individual contract in the following cases:

(i) in the event of the occurrence of the conditions contained in the Individual contract or the General Terms and Conditions, with the fact that – unless otherwise provided by legislation or other relevant rules – the amendment may not result in a substantial modification of the conditions of the Individual contract;

(ii) due to a change in legislation or an official decision;

(iii) due to a significant change in circumstances that was not foreseen at the time of the Individual contracting

(iv) if the amendment makes the Terms and Conditions for the use of the Individual contract or the Services clearer, simpler, more transparent and more comprehensible or to correct typos, including additions, corrections and edits for clarification and comprehensibility of individual texts;

(v) modifications that do not affect a concluded Individual contract and do not affect the price;

(vi) if the Service Provider is replaced by another Service Provider as a result of the Service Provider's transformation, termination or contract.

7.3. In particular, a change to the conditions of using the Service (thus, in particular, to the fee schedule, the duration of the contract and the legal consequences of its termination) is considered a significant modification.

7.4. If it is necessary for reasons related to the Service Provider's operation, economic interest or technical capabilities, the Service Provider is entitled to unilaterally amend this clause.

7.5. In the event of a unilateral contract amendment, the Service Provider's obligation is to notify the Users:

7.6. In the event of a unilateral amendment to the Individual Agreement, the Service Provider shall notify the Users about the amendment at least 30 days before its entry into force, in accordance with the General Terms and Conditions, together with information on the conditions of termination applicable to the Users and the legal consequences of the termination.

7.7. If the Service Provider notifies the Users of the unilateral contract amendment, the notification must have the following content:

(i) if possible, a precise reference to the modified provisions of the General Terms and Conditions;

(ii) a brief description of the essence of the amendments;

(iii) the amendments' date of entry into force;

(iv) where to find the GTC;

(v) if the Service Provider reduces the fee for the Services or increases the quantity of the service included in the fee, then the modified fee, quantity and the amount of the change;

(vi) the condition, change in legislation or official decision, essential circumstance with which the Service Provider justifies the amendment;

(vii) the rights to which the User is entitled in the event of a unilateral amendment of the General Terms and Conditions.

7.8. In the event of a unilateral contract amendment, the User has the right to terminate the Individual Contract within 45 days of receiving the notification regarding the unilateral amendment of the Individual Contract, with immediate effect and without further legal consequences, if the unilateral amendment of the Individual Contract contains any disadvantageous provisions, especially if the fee for the Services increases.

7.9. If certain provisions of the GTC are unenforceable or invalid, or later become so, this does not affect other provisions of the GTC. If certain provisions of the Individual contract are unenforceable or invalid, or later become so, the Parties undertake to initiate negotiations immediately, to replace the unenforceable or invalid provision with a valid one that is as close as possible to the aspects of economy and the purpose of the original provision and replaced by an enforceable provision.

8. RESPONSIBILITY OF THE SERVICE PROVIDER

8.1. The Service Provider is not responsible for any consequential damages incurred by the User or third parties in connection with the use of the Service, nor for damage to reputation, except for liability for damages caused intentionally or by crime.

8.2. The service provider excludes its responsibility for all claims related to the use of the services by third parties.

8.3. The Service Provider excludes its responsibility for the User's hardware, the necessary software, possible setup problems of the web browser, the problems of the Internet service, as well as the problems of operational deficiencies or damages resulting from the lack of quantitative and technical capacities.

8.4. The Service Provider is not responsible for damages that occur during improper or incorrect use of the Service.

8.5. The Service Provider does not assume responsibility for damages resulting from inaccurate error identification or the lack of necessary cooperation during the correction of the error.

8.6. The Service Provider is not responsible for damages resulting from temporary errors resulting from troubleshooting or maintenance.

8.7. The Service Provider does not assume responsibility for damages that could have been recognized by the User, or errors that the User recognized but did not properly communicate to the Service Provider.

9. WEBSITE OPERATION, TROUBLESHOOTING, MAINTENANCE

Website operation:

9.1. The Service Provider undertakes to immediately record and limit errors detected and reported by Users during the use of the Services, and to eliminate them in the shortest possible time according to the nature of the given error, in the schedule permitted by the resources currently available and in the order of priority determined by The Service Provider

Troubleshooting:

9.2. Errors related to the Services can be reported to the following e-mail address of the Service Provider: tech@practify.net

9.3. An error can be reported by any User or End User. The Service Provider is not obliged to confirm the notifications.

9.4. The Service Provider provides troubleshooting services only for those Services that are operated by the Service Provider and which did not occur due to the following events:

9.4.1. the error occurs due to equipment or services belonging to the User's interests or operated by a Third Party;

9.4.2. the User does not use the Services as intended.

9.4.3. otherwise, the occurrence of the error cannot be blamed on the Service Provider (communication service error; utility service error, etc.).

Maintenance

9.5. As part of maintenance, the Service Provider updates the software responsible for the provision of the Services and all software for which it has the necessary rights from time to time, but in a schedule at its own discretion, expands their functionality, and improves their stability, reliability, and security.

9.6. The Service Provider's maintenance activities do not cover software and services provided by Third Parties.

9.7. The installation of new versions may result in the suspension or limitation of the Services, and the Service Provider will inform the User of the update window by electronic mail. The service provider also undertakes to carry out maintenance work requiring downtime on working days (Hungarian time) between 6:00 p.m. and 8:00 a.m. the following day, or outside of working days. An exception to this may be if the Service Provider is forced to carry out an immediate repair requiring a system shutdown in order to correct a critical error - which causes the Service to be completely stopped or unavailable to a large number of Users.

9.8. The Service Provider guarantees the availability of the Service in 99% of the Usage Period. If, at the end of the Usage Period, the period during which the Services were unavailable exceeds 1% of the Usage Period, the Service Provider provides the User with a 50% discount. The data recorded in the Service Provider's records and systems shall be used to verify the availability of the Services.

10. OBLIGATION OF CONFIDENTIALITY

10.1. During the term of the Individual Agreement, all information or data learned about the other Party (or its owner(s) or subsidiaries directly or indirectly controlled by the owner), such as know-how, intellectual creation, case file, idea, principle, concept, procedure, operating method, drawing, business plan, financial and marketing information, business plans, market share information, pricing principles, regardless of the form of implementation, which the Participant in the cooperation of the Parties during the activities related to the cooperation it is transferred to another party, or in connection with this comes to the knowledge of the other party (hereinafter referred to as the transferring and receiving Party) (hereinafter referred to collectively as "Confidential Information").

10.2. All Confidential Information shall be treated confidentially and kept as a trade secret. The receiving Party may disclose the Confidential Information to a third party only if the transferring Party has given prior written consent. The receiving Party is entitled to use the Confidential Information exclusively in connection with the fulfillment of the contracts in force between the parties, to the extent necessary to fulfill the obligations under the Contract.

10.3. The Receiving Party is exempted from fulfilling these obligations in the following cases:

- (i) the Confidential Information was obtained through a third party, which third party did not thereby breach the obligation of confidentiality towards the receiving Party;
- (ii) the Confidential Information was disclosed in a manner that does not violate the contracts in force between the parties;
- (iii) the receiving Party is obliged by law, official decision or court judgment to disclose the Confidential Information, provided that the receiving Party has notified the transferring Party beforehand

10.4. The receiving Party may not remove the copyright, trade secret or trademark designations of the transferring Party.

10.5. Upon termination of the Agreement, the Parties are obliged to return the received Confidential Information and the data carriers containing the Confidential Information to the transferring Party, to destroy the copies made of them, and to delete all Confidential Information, unless due to a legal requirement to preserve a copy of the Confidential Information (e.g. in order to verify performance) are obliged.

11. INTELLECTUAL WORKS

11.1. Practify, as software, as well as the Services, are subject to the LXXVI of 1999 on copyright and are protected by law (hereinafter Intellectual Creations). With respect to the Intellectual Works, the User acquires only a limited right of use within the scope of the Agreement.

11.2. In exchange for the Fee paid by the User for the Services, the Service Provider provides the User with a non-exclusive, non-transferable, territorially not restricted right of use to the User to use the Software for the User's own internal business purposes, in exchange for the Fee paid by the User for the Services. The Service Provider expressly reserves the following rights regarding the intellectual products provided within the framework of the Services. In the absence of separate prior written permission from the Service Provider, the User is not entitled to exercise:

(i) carrying out actions or operations aimed at circumventing protection solutions and technical restrictions;

(ii) revision, translation, reverse engineering, internal structure analysis beyond the extent possible based on the provisions of the law;

(iii) making additional copies beyond a backup copy, or using the backup copy for a different purpose (repair, restoration);

(iv) publicizing, publishing, making available, distributing to third parties either free of charge or in exchange for consideration;

(v) resale, time sharing, transfer, subletting, subletting, renting, lending, loaning to third parties, either free of charge or in exchange for consideration.

11.3. Only the Service Provider is entitled to modify, rework, and supplement the intellectual products. In the event of any modification, revision or addition of intellectual products, the resulting derivative product automatically becomes the property of the Service Provider without any further contract, notification or activity.

11.3.1. regardless of whether the amendment, revision or addition was carried out by the Service Provider or by the User or another contributor in his sphere of interest on the basis of the Service Provider's permission and

11.3.2. regardless of whether it was carried out by the Service Provider at the User's order or based on his specification.

11.4. The service provider reserves the exclusive right to modify, translate, rework, integrate with other products, systems or services and authorize this. The Service Provider reserves the right to unilaterally modify the Services as part of its

development, as long as the modification does not obviously harm the legitimate interests of the User or impair the functions of the Services used by the User.

11.5. The User acknowledges that during the development and operation of the Services, the Service Provider has used or may use software, program codes, and code fragments that are so-called free software or open source software ("FOSS software"). The Service Provider guarantees that the use of such FOSS software with regard to the data, information, content or other results ("results") processed by the User using the Services or otherwise stored by the Service Provider does not result in

(i) having to make the result publicly available and/or distributed together with the FOSS software; or

(ii) the terms of use becoming applicable to the FOSS software are mandatory for the result; or

(iii) providing free usage rights for the results to anyone.

11.6. The Service Provider assumes no responsibility for the originality and legality of FOSS software, given that it is practically impossible to verify this.

11.7. The Service Provider undertakes that if a Third Party has a right to any intellectual product provided by it, which excludes or limits its use, the Service Provider shall, based on its own decision, within the shortest possible time, but no later than 45 days from becoming aware of it

11.7.1. obtain the necessary consent of Third Parties, or

11.7.2. revise the infringing intellectual product within this time in such a way that this right of the Third Party does not restrict the use of the intellectual product.

11.8. Trademarks: Based on the Individual Contracts, neither Party acquires the right to use trademarks registered by the other Party or trademarks, logos, or trade names used by the other Party.

12. TERMINATION OF CONTRACT

12.1. Even in the event of the termination of the Individual Agreement or its termination or dissolution by the Parties, the provisions governing the relationship between the Parties following performance (e.g. confidentiality, intellectual property rights, liability for damages, etc.) shall remain in force.

12.2. The following rules govern the termination of these GTC and Individual Contracts:

12.3. Either Party is entitled to terminate the Individual Contract with immediate effect by means of a written statement addressed to the other Party, including the reasons for termination, if the other Party violates any of its obligations specified in the Individual Contract and the breach of contract is indicated in the other Party's written notice to this effect on 15 (fifteen) within a day, unless the breach of contract cannot be remedied, in which case the termination does not need to be preceded by a prior notice (extraordinary termination).

12.4. The Service Provider is entitled to terminate the Individual Contract with immediate effect if the User is in payment delay exceeding 30 (thirty) days with respect to the invoice issued by the Service Provider, or if the User is subject to liquidation proceedings, bankruptcy proceedings, liquidation proceedings, or otherwise resulting in the termination of the Party without legal successor another procedure was initiated.

12.5. Either party has the right to terminate the Individual Contract at any time without reason, with 30 (thirty) days notice in writing (ordinary termination).

12.6. If several Individual Contracts were concluded between the Parties during the termination, the Party terminating the contract is obliged to indicate the Specific Contract affected by the termination. If several Individual Contracts have been concluded between the Parties and the terminating Party does not indicate the Individual Contract, then all Individual Contracts concluded between the Parties shall be considered terminated.

12.7. If the User orders several services in the Individual Contract, he is entitled to cancel the given service separately. This type of termination does not affect the other services and other provisions of the Individual Contract.

12.8. In case of termination of the Individual Contract for any reason, the Parties are obliged to settle with each other within 15 (fifteen) calendar days after the day of termination. The User is obliged to reimburse the Service Provider, the Service Provider is entitled to the proportionate fee for the work already completed.

13. CONTACT

13.1. A message sent in the form of an e-mail is considered a valid written communication with regard to the Individual contract, if it is sent to the e-mail address provided by the Service Provider below, or to the e-mail address specified during the User's registration, or to the e-mail addresses specified in no less than 5 (five) working days' advance notice. The e-mail is considered delivered when the recipient confirms its receipt, or in the absence of this, at 12:00 noon on the 2nd (second) business day after sending.

13.2. All notices notices related to the procedure must be written in Hungarian, and such notices and notices shall be considered duly delivered if they have been properly delivered to all Parties concerned at one of the following contact details of the respective Party:

CONTACT DETAILS OF THE SERVICE PROVIDER:

Practify Kf.

mailing address: 2194 Tura, Galábos utca 15

email address: pinter.zsolt@practify.net

13.3. The Parties are entitled and obliged to notify the other Party in writing about the change of notification addresses. In the absence of this notification, even in the event of a change in the contact details, the items delivered to the above address of the Service Provider or according to the User's Individual Agreement are considered delivered.

14. GOVERNING LAW, JURISDICTION

14.1. This Agreement and its interpretation are exclusively governed by Hungarian law, with the Parties complying with the Civil Code. 6:63. The application of § (5) is excluded.

14.2. Any legal dispute related to the Individual Contract or these GTC shall be settled by the competent and competent Hungarian court.