GENERAL TERMS AND CONDITIONS

on the use of electronic legal, business and company information services of OPTEN Informatikai Korlátolt Felelősségű Társaság (OPTEN Informatics Ltd)

The conditions of the use of electronic legal, business and company information services supplied by OPTEN Informatikai Korlátolt Felelősségű Társaság shall be determined in this general terms and conditions.

I. Definitions

1. **Service-provider:** OPTEN Informatikai Korlátolt Felelősségű Társaság

registered seat:	H-1138 Budapest, 22. Népfürdő str., Duna Tower, tower 'B', floor 11.
tax Nr.:	12012187-2-41 (HU12012187)
company registration Nr.:	Metropolitan Court of Registration, Cg. 01 09 367756
account holder financial institution:	OTP Bank Nyrt.
account Nr.:	11715007-20339614
webpage:	www.opten.hu, www.esgkerdesek.hu, www.bankiesg.hu, www.bankesg.eu, www.bankesg.hu and www.nagyvallalatiesg.hu, (hereinafter referred to as the " **Website**", which means both separately and together)
e-mail:	opten@opten.hu

2. **Customer:** the legal entity entering into a Subscription Agreement with the Service-provider on the use of the Service.
3. **Invoice-payer:** unless the Subscription Agreement provides otherwise it shall be the Customer, in other cases the contracting party who was stipulated in the Subscription Agreement as the Invoice-payer.
4. **Service:** ensuring the possibility by the Service-provider the use of electronic business and company information services for the Customer. The Services which can be used in consideration for a Fixed Fee (Flat Rate) shall be hereinafter referred to as Flat Rate Services. The Services which can be used in consideration for an Overall Amount shall be hereinafter referred to as Overall Amount Services.

   If the Service Provider makes the official artificial intelligence-based service specified in these GTC (hereinafter: AI Assistant) available in connection with the relevant Service, then it shall form part of the Service that the Customer receives a substantive answer via the AI Assistant to their questions relating to the Service to which they have subscribed and falling within the scope of the Subscription Agreement; in which case, the answer provided via the AI Assistant shall be deemed to constitute the performance of the Service.
5. Company Verification Service: the present General Terms and Conditions II. (E) service for a separate Subscription Fee.
6. **Order Form:** paper based or electronic document by the means of which the Customer orders the Service from the Service-provider. In the Order Form inter alia the identification data of the Customer / Invoice-payer, the type and amount of the chosen Service, the mode of access to the chosen Service, the duration of the Subscription Agreement, the Subscription Fee, the frequency of payment etc. shall be determined.
7. **GTC:** this document itself and the general terms and conditions set out therein.
8. **Subscription Agreement:** the agreement concluded by and between the Service-provider, the Customer – and in case the Invoice-payer differs from the Customer, the Invoice-payer –, which shall consist of the GTC together with either the Order Form or the separate agreement applied by the parties instead of the Order Form (the Order Form or the separate agreement applied by the parties instead of the Order Form shall be referred to as Order Form).
9. **Subscription Fee:** the fee to be paid for the Service-provider for ensuring the use of the Service and which shall be regarded as fulfilled by its crediting on the bank account of the Service-provider.
10. **Flat Rate:** such a Subscription Fee in consideration for which the Customer shall be entitled to use the Service in accordance with the quantitative restriction as determined in the user terms and conditions.
11. **Overall Amount:** such a Subscription Fee which is recorded on the virtual account of the Customer and by the advance payment of which lump-sum (hereinafter: Pre-payment) the Customer is buying up to its value the possibility of the use of the Service.
12. **Subscription Term:** the term indicated in the Order Form for which the Subscription Agreement is concluded.
13. **Anniversary-day:** each year the calendar day which is identical with the day of the entry into force of the Subscription Agreement, in case there is no such day in the given month it shall be the last day of the given month, which shall simultaneously qualify as the commencement day of the following Subscription Term. In case of a Subscription Agreement providing Free of Charge Subscription Term as well it shall be each year the calendar day which is identical with the day following the expiry of the Free of Charge Subscription Term, in case there is no such day in the given month it shall be the last day of the given month, which shall simultaneously qualify as the commencement day of the following Subscription Term.
14. **Identifier**: the user name and the password by the use of which the Customer is entitled to use the Service.

II. The use of the Service

A) General provisions

15. In case of a Service which may be used in consideration for a Subscription Fee, the condition of the commencement of the supply of the Service is the advance payment of the Subscription Fee. The Service-provider shall ensure the possibility to use the Service at latest within 5 (five) working days following either the entry into force of the Subscription Agreement, or in case of a Service conditional on the payment of the Subscription Fee following the payment of the Subscription Fee.
16. Exclusively the Service-provider shall be entitled to determine if a certain Service can be used without user identification or only after identification, in possession of an Identifier. The Identifier required for the use of the Service shall be provided to the Customer by the Service-provider. The Identifier shall be assigned each case exclusively to one single Customer.
17. The Customer shall bear full responsibility for the non-disclosure of the Identifier, he/she/it shall keep it confidential and secret and he/she/it shall not be entitled to provide access to it by or hand it over to any other third party and the Customer shall not be entitled to upload, or provide the Identifier to any program, or application, which is using AI, or based on AI. The Customer shall be fully liable for the breach of the obligation referred to in this provision, the liability of the Service-provider for any damages arising out of the breach of this obligation shall be excluded.
18. The Service-provider shall ensure for the Customer with respect to the Service the availability, the possibility of the use of the Service, the access to the Service.

19. In case of Services for Overall Amount, the Customer shall be entitled to use the Service during the Subscription Term out of the Overall Amount, up to its value in such a way that the Overall Amount shall within the course of the use of the Service be deduced proportionately in accordance with the amount of use, by the application of a unite price determined in the Subscription Agreement (hereinafter: Unite Price). In case of a Pre-payment initiated during the Subscription Term, the Overall Amount shall be increased by the amount of the Pre-payment. If the Overall Amount is exhausted, the possibility of the use of the Service shall be automatically suspended by the Service-provider. Following its repeated Pre-payment within the Subscription Term the Service-provider shall again make available the use of the Service. Upon the expiry of the Subscription Term the right for the use of and the right for the reimbursement of the yet unused Overall Amount shall cease to exist.
20. The Service-provider reserves the right to amend the Service in any way.
21. Simultaneously with the termination of the Subscription Agreement due to any reason, the possibility to use the Service shall be terminated by the Service-provider.
22. The Customer shall comply with the provisions of the Subscription Agreement and the legal provisions applicable to the utilization, use of the Service.

B) Use of the online Service

23. The online Service shall be ensured by the Service-provider via Internet access, in such a way, that the place and time of access shall be determined individually by the Customer.
24. The Service shall be available each calendar day between the 00:00-24:00 time interval with the restriction that the Service-provider shall guarantee 99 % annual availability of the Service.
25. The Service-provider shall be entitled – preferably following prior notification – to temporarily restrict the access due to maintenance and troubleshooting.

D) Use of the Service provided via Intranet

26. The Service-provider shall ensure the Service provided via intranet (Customers' local computer-network) from a server provided by the Customer – or by derogating from Section 1 of the GTC, by the Service-provider.
27. The Customer shall be entitled to use the server exclusively limited to the purpose of utilizing the service provided via intranet, he/she/it shall not be entitled to carry out any other activities with it, he/she/it shall place it in a sufficiently safe environment and use it as intended. The Service-provider shall be responsible for the maintenance in connection with the program required for the providing of the Service.
28. The Service-provider shall ensure the maintenance of the server which was provided by the Service-provider, the reparation in case its defect, or its replacement if necessary, the costs of which shall be borne by itself. The Service-provider shall mark the server with a closing-seal. In case the closing-seal is damaged, the Customer shall notify the Service-provider within 3 (three) working days thereof.
29. In case the server is provided by the Customer, the server shall contain exclusively the database and the program required for the provision of the Service by the Service-provider.
30. The Service-provider shall be entitled – taking into consideration the operational rules of the Customer – inspect the operation of the server at the Customer. The Customer shall ensure the Service-provider the possibility to carry out the inspection, maintenance, troubleshooting tasks. In case the Customer fails to comply with this obligation, the Service-provider shall be entitled to suspend the provision of the Service.
31. As during the use of the Service such data may be stored on the server as well, which shall qualify as confidential data of the Customer, the Service-provider shall ensure the Customer to backup such data from the server prior its deletion from the server.
32. In case of termination of the Subscription Agreement due to any reason, the Customer shall permit the Service-provider to take away the server which was provided by the Service-provider, or to delete the database, program required for the provision of the Service from the Server which was provided by the Customer, respectively.

E) Use of the Company Verification Service

33. The Company Verification Service is based on a database of various sources that provides all officially available negative / positive information about the business entity being surveyed in one place. The Customer may inquire from any business entity whether there is any claim or insolvency proceedings against him.
34. Details of the Company Verification Service can be found in the User Manual, available at https://www.opten.hu/dokumentumok.

III. Conditions of use

35. The Service-provider shall be entitled to all intellectual property and other rights of the database and program constituting the base of the Service, the written documents in connection with them and all copies thereof.
36. The Service-provider shall provide the Customer only with the non-exclusive license to use of the database and program constituting the base of the Service, therefore the Service or the data, information acquired therefrom (including the database as a whole or its part may it be insignificant) may be used exclusively by the Customer under the conditions as determined in the Subscription Agreement, for the carrying out of its own lawful activity, to the necessary and reasonable extent, within the frameworks of which he/she/it shall be entitled to fulfill the activities (copy, reuse) required for the lawful access to the content of the database and to its intended use, however in excess the frameworks of these activities
    a) its/their distribution (including lease; transfer of title; rent; placing on the market by transfer of title; assignment; beneficiary lending, use, usufruct) shall be prohibited;
    b) copy, reuse of the entire database or its significant part shall be prohibited; moreover, repeated and regular copy and/or reuse of even the insignificant part of the database shall be prohibited, if it is prejudicial to the ordinary use of the database or it harms the lawful interests of the Service-provider;
    c) pursuing of a business activity identical to or similar to that of the Service-provider's by the use of even the insignificant part of the database or of the same kind of data and information which were acquired through the Service (in particular the for-profit resale by means of the copying of a material amount of identical or similar data, the provision of database-service through the data acquired from the database or the for-profit data-service in excess of the amount required for the purpose of use) shall be prohibited;
    d) the adaptation, processing, translation, amendment/modification of the program, its inspection in excess of the extent necessary to its lawful use for the purpose of revealing its setup, generating of a source code shall be prohibited;

e) its/their use in a manner which may harm or endanger the intellectual property, the right or the lawful interest of the Service-provider shall be prohibited, and it is especially prohibited to upload or provide any data acquired from the Service to any program, or application, which is using AI, or based on AI.

The prohibition relating to artificial intelligence set out in point (e) above does not apply where the Customer uses data extracted from the Service exclusively via the official artificial intelligence-based service (hereinafter: AI Assistant), whilst complying with the usage limits set out in the Subscription Agreement and these GTC. The detailed terms and conditions for the use of the AI Assistant are set out in these GTC and in a separate information notice published on the Website. This exception does not affect the prohibition on uploading the Identifier to artificial intelligence.

37. The Service may be lawfully used by the Customer. For the purposes of using the Service, Customer and not third party is a person who has an employment relationship or other legal relationship with the Customer or a third party specified by the Customer

38. The Customer expressly acknowledges that the rights arising from the Subscription Agreement to which he/she/it shall be entitled cannot be transferred.

39. In case the Parties agree in the Subscription Agreement that the Service may be used in addition to the Customer by a third party determined by the Customer, the Customer shall inform this third party about the conditions of use and that it shall be the Customer who shall have a direct legal relationship with the Service-provider.

40. In case of a right to Multiple license to use, users in the number specified in the Order Form shall be lawfully entitled to use the Service simultaneously. In the lack of the right to Multiple license to use the Service may be lawfully used at the same time exclusively by one single user.

41. The Customer expressly acknowledges that he/she/it shall be entitled to name the Service-provider as the source of the data acquired via the Service exclusively on the basis of the prior written consent of the Service-provider.

42. The Customer expressly acknowledges that exclusively he/she/it shall be responsible for the lawfulness of the use of the data acquired via the Service, in this respect the Service-provider shall be exempted from any liability.

43. The Service-provider shall be entitled to restrict, suspend the provision of the Service in case it becomes aware that the Service is being used by the breach, circumvention of the rules stipulated in the Subscription Agreement or in the legal provisions or it is used improperly, unlawfully (e.g. automated downloading of the data).

44. The Customer shall be liable for the obligations determined in this chapter even after the termination of the Subscription Agreement due to any reason, without any time limitation.

IV. Payment conditions

45. The Subscription Fee shall be increased annually – at the first time upon the first Anniversary-day following the entry into force of the Subscription Agreement – to a maximum extent equal with the consumer price rate applicable to the previous year, announced by the KSH (Central Statistical Office) in the month preceding the Anniversary-day. In case of Overall Amount Services, differently therefrom, the Unite Price shall be indexed at the earliest upon the first Pre-payment following the Anniversary-day, which may result in the increase of the Overall Amount to be pre-payed.

46. The Subscription invoice shall be issued in printed (paper) form or – in case of the parties' agreement – electronically.

47. The Invoice-payer shall pay the total amount of the Subscription Fee contained in the invoice via bank transfer to the bank account of the Service-provider until the deadline designated on the invoice, which shall not be less than 8 (eight) days calculated from the issuance of the invoice.

48. In case of delay of payment the Service-provider shall notify the Invoice-payer in writing to pay the invoice simultaneously by setting an extra deadline and by the notification of the consequences. The Customer expressly acknowledges that after the expiry of the extra deadline without success, the Service-provider shall be entitled to restrict, suspend the provision of the Service, to rescission, to termination with immediate effect, additionally to enforce the claim within judicial procedure (including the payment warrant procedure) or to initiate liquidation procedure.

49. The Invoice-payer shall pay the Service-provider default interest for the term of the payment-delay, calculated from the commencement of the delay, in the extent determined in accordance with the provisions of the Act No. V. of 2013 on the Civil Code (hereinafter: Civil Code) regarding the payment of interest. In the case of a business-to-business (B2B) contract, the Invoice-payer shall also pay the flat-rate recovery costs in accordance with the provisions of the Act No. IX. of 2016.

50. In case the Invoice-payer is a different person from the Customer, the Invoice-payer and the Customer expressly acknowledge and undertake that they shall be jointly and severally liable for the fulfillment of the payment obligation of anyone of them toward the Service-provider arising out of the Subscription Agreement (e.g. Subscription Fee, default interest, the cost relating to the collection of the debt, damages, penalty etc.); with regard to that in case of late performance or non-performance of the payment obligation, the legal consequences shall set in both in respect of the Customer and the Invoice-payer and the Service-provider is entitled to choose either of them against whom it will enforce the claim.

51. Taking into consideration that the Service-provider shall ensure the Customer in respect of the Service the availability, the possibility of use of the Service, the access to the Service, thus – in case of a Service which may be used in consideration for a Subscription Fee – the obligation to pay the Subscription Fee is independent from the fact whether the Service is actually used by the Customer or not.

52. The payment of the Subscription Fee cannot be refused or reduced on the basis that the Customer conducted a research without any data or based on false data, or that he/she/it received irrelevant information. Similarly, the payment cannot be refused or reduced by referring to unauthorized use.

53. The Invoice-payer acknowledges that the data regarding the payment of the Subscription Fee is recorded by the Service-provider and it shall be entitled to use these data in an aggregated form (not personally identifiable), within the frameworks of collection and provision of information on payment observations and it shall be entitled to make them available for those who use this service.

V. Liability

54. The Service-provider warrants that

a) the possibility of use of the Service is lawfully ensured for the Customer, who shall be entitled to use the Service in accordance with the Subscription Agreement and the applicable legal provisions – depending on the contractual scheme in consideration for the payment of the Subscription Fee;

b) there is no such right over the Service of any third party that would limit, impede or exclude acquisition of right of the Customer in accordance with the Subscription Agreement.

55. The Database is composed by the Service-provider from public authentic, official and other source (hereinafter jointly: Source), and the Service-provider excludes any and all liability for the pertinence, accuracy, completeness, and reality of these data, considering that the

Service-provider has no possibility of control in respect of the data. The Service-provider shall only be liable that the data fully correspond to the data published in the Source.

56. In case of a Service which may be used in consideration for Subscription Fee the Service-provider shall be liable for the direct damage the occurrence of which can be proved and that was suffered by the Customer in connection with the breach of contract by the Service-provider. Within the framework thereof the Service-provider shall compensate the damage the occurrence of which can be proved on the Customer's side however, the maximum extent of the damages paid may not exceed in total 100% of the Subscription Fee of the latest Subscription Term which was affected by the breach of contract of the Service which was affected by the breach of contract. The Service-provider disclaims any liability for indirect, consequential, or incidental damages, loss of profit or business, or loss of goodwill.

57. In case of a Service which can be used free of charge, the Service-provider fully excludes its liability for any and all damage resulting from the breach of contract by the Service-provider.

58. The above limitation of the Service-provider's liability does not exempt the Service-provider from the liability for any breach of contract caused willfully, furthermore harming human life, physical integrity or health.

59. In case any provision regarding the utilization, use of the Service is breached by the Customer that causes damage to the Service-provider, the Customer shall fully compensate all damages.

60. In case the Service may be lawfully used in addition to the Customer by a third party determined by the Customer pursuant to Section 39., the Customer shall be liable for the actions of this third party as for his/her/its own. If the Customer was not entitled to allow the use of the Service to a third party, the Customer shall be also liable for the damage which would not have occurred without such use by the third party.

61. If the breach of contract of any party affects only such a part of the Service that can be used separately from the remaining part, the legal consequences of the breach of contract shall be applied only in respect of this part of the Service.

62. The parties – especially in view of the value of the Service and the amount of the Subscription Fee – expressly acknowledge and accept the provisions relating to the limitation and exclusion of the liability.

63. The Customer acknowledges that the breach of the provisions regarding the use of the Service may have civil law and criminal law consequences.

Where, as part of the Service, a response provided via the AI Assistant constitutes a substantive answer to a question relating to the Customer's subscribed Service and falling within the scope of the Subscription Agreement, then the rules on liability relating to the performance of the Service set out in this chapter (in particular the limitation of liability specified in Section 56.) shall apply. Any answer provided by the AI Assistant – at its request or with its authorisation – as a result of a search carried out on the public internet, accompanied by a source reference, shall not be deemed to form part of the Service; the Service-provider provides access to such answers solely for information purposes and without assuming any liability.

VI. Benefit

64. In case of fulfillment of the conditions determined by the Service-provider in advance and accepted by the Customer, or the Invoice-payer respectively, the Service-provider may provide benefits (e.g. gifts, additional services, discounts, etc., hereinafter jointly: Benefit) for the Customer.

65. The provision of a Benefit shall in each case be conditional on the fulfillment of the Subscription Fee.

66. In case the parties agree in the delivery of the gift to the Customer, its costs shall be borne by the Customer, in any other cases the handover of the gift shall be delivered to the address indicated by the Service Provider.

67. The Customer shall not be entitled for the Benefit, or the Customer shall lose his/her/its right for the Benefit, or at the choice of the Service-provider he/she/it shall either return the Benefit provided or reimburse for the Service-provider its value calculated at the time of providing the Benefit in case:

    a) the conditions determined by the Service-provider in advance and accepted by the Customer, or the Invoice-payer, are not fulfilled by the Customer, or the Invoice-payer respectively except if this occurs due to a cause falling within the Service-provider's sphere of interest;

    b) the Service-provider becomes entitled to the termination with immediate effect of the Subscription Agreement.

68. The costs regarding the return or the reimbursement of the Benefit shall be borne by the Customer or the Invoice-payer, respectively.

VII. Establishment, term, amendment and termination of the Subscription Agreement

A) The establishment of the Subscription Agreement

69. In case of paper based order the Subscription Agreement shall be established on the day after the arrival of the duly executed Order Form to the Service-provide, which is on the Service Provider's receipt stamp.

70. In case of electronic order following the sending of the electronic Order Form available on the Webpage to the Service-provider, the Service-provider shall send back the data contained in the Order Form to the e-mail address provided by the Customer. If the Customer agrees with the content of the Order Form sent by e-mail, the Agreement shall be established by navigating to the link accessible in the e-mail.

71. The Subscription Agreement shall enter into force simultaneously with its establishment. In this case, the Service-provider shall specifically request the Customer to accept the GTC in writing, failing which the Service-provider shall be entitled to suspend the Service. This does not affect the Service-provider's right to consideration for the Service used.

72. An Electronic Subscription Contract is a written contract, which is recorded by the Service-provider and subsequently made available to the Customer.

73. The Subscription Agreement shall enter into force at the same time as it is concluded.

74. The Service-provider – based on the principle of the freedom of contract – reserves its right to refuse or withdraw the Subscription Agreement to conclude the Subscription Agreement with certain legal entities in order to protect its business, economic, financial and other essential lawful interests, or to rescind from the established Subscription Agreement.

B) The term of the Subscription Agreement

75. In case of a Flat Rate Service the Subscription Agreement shall be established for a definite term determined in the "Subscription Term" Section of the Order Form, which shall renew, upon its expiry, and following that annually, without the making of any legal statement, automatically with an additional 1 (one) year term, unless it is terminated by one of the Parties before the Anniversary-day in accordance with Section 85. The Parties expressly consider the omission of the termination of the Subscription Agreement as a legal statement expressing the intention to preserve the effect of the Subscription Agreement.

76. In case of an Overall Amount Service the Subscription Agreement shall be established for a definite term determined in the Order Form, for which term the Customer purchases by the Pre-payment the possibility to use the Service. The Subscription Term shall by each new Pre-payment recommence for a further definite term of 1 (one) year. The Subscription Terms connecting to the Pre-payments cannot be aggregated.

C) The unilateral amendment of the Subscription Agreement

77. The Service-provider shall be entitled to amend the Subscription Agreement unilaterally:
    a) if it is justified by the amendment of a legal provision, or by the decision of a court/authority;
    b) if it is justified by a change of the circumstances of the Service;
78. The Service-provider shall inform the Customer of the amendment by an announcement published on the Webpage at least 30 (thirty) days before the entry into force of the amendment. The announcement shall contain the exact reference to the amended provisions of the Subscription Agreement, the date of entry into force of the amendment, the availability of the Subscription Agreement as amended and the information of the Customer's rights concerning the amendment. The announcement shall be regarded as being received on the 5th (fifth) working day from the publication of the announcement.
79. Distinctly from the provisions of Section 78., if the amendment does not impair the Customer's rights or does not make his/her/its obligations more burdensome (e.g. the amendment occurs due to extension of the Service, improvement of its standards, making it more effective or the introduction of a new service and in relation to that the Subscription Fee remains the same or it is decreased, the amendment shall be regarded as not being detrimental to the conditions in respect of the Customer) the Service-provider shall not be obliged to comply with the 30 (thirty) day information deadline, otherwise the Service-provider shall proceed in accordance with the provisions in Section 78.
80. If the amendment impairs the Customer's rights or makes his/her/its obligations more burdensome and the Customer does not intend to accept the amendment, he/she/it shall be entitled to terminate the Subscription Agreement without legal consequences within 15 (fifteen) days from the receipt of the announcement to the day preceding the entry into force of the amendment. If the termination does not occur within the above deadline, it shall qualify as a legal statement expressing the acceptance of the unilateral amendment of the Subscription Agreement.

D) Amendment of the Subscription Agreement by mutual agreement

81. The Subscription Agreement may be amended by the parties exclusively by mutual consent – except for the provisions in Section 77. – and the amendment may be made both in writing or – within the scope ensured by the Service-provider – by electronic means.

E) Termination of the Subscription Agreement

82. The subscription Agreement shall terminate if
    a) any of the parties ceases to exist without legal successor/deceases;
    b) the parties terminate it by mutual consent in writing;
    c) the performance of the Service becomes impossible;
    d) in case of amendment under Section 78., the Customer terminates it in accordance with Section 80.;
    e) in case of a Flat Rate Service, if it is terminated with notice by any of the parties;
    f) any of the parties terminates it with immediate effect.
83. In addition to the cases contained in Section 82., in case of an Overall Amount Service the Subscription Agreement shall terminate – in the lack of any new Pre-payment – upon the expiry of the Subscription Term, therefore the parties shall not be entitled to terminate with notice the Subscription Agreement.
84. Distinctly from the provisions of Section 82., if the Invoice-payer is a different person from the Customer, the decease of the invoice-payer, its ceasing without legal successor, or the termination by him/her shall not terminate the Subscription Agreement, which shall remain in force in respect of the Customer and the Service-provider. As of the occurrence of these legal facts, or in case of the termination by the Invoice-payer, upon the expiry of the notification period, the Customer shall qualify as the Invoice-payer, which clause shall not affect the obligations of the Invoice-payer arising before this date.

F) Termination of the Subscription Agreement by the Parties

85. In case of a Flat Rate Service the Subscription Agreement may be terminated in writing to the day preceding the Anniversary-day in such a way that the termination shall be received by the other party at latest 30 (thirty days) before the Anniversary-day.
86. Any party shall be entitled to terminate the Subscription Agreement with immediate effect by a written notice addressed to the other party in case it can be proven that the other party breached the contract or a legal provision and despite of the written notice of this fact he/she/it did not stop the unlawful behavior immediately, or committed it again, or did not remedy the consequences of his/her/its behavior immediately, but at latest within the extra deadline provided in the written notice. The Service-provider is entitled to terminate the Subscription Agreement with immediate effect if the Customer is subject to liquidation, compulsory strike-off, winding-up or to legal supervision procedure.
87. Significant breach of contract shall mean especially – but not limited to – the breach of the provisions in Sections 17.,27.,29., 30., 32., 36., 37., 40., 41. and 48. In case of breach of Sections 30., 32., 36., 37. and 41. the Customer shall pay for the Service-provider a penalty of HUF 500.000 Ft, i.e. five hundred thousand Hungarian forint per each infringement. The Service Provider may claim damages exceeding the amount of the penalty.
88. The exercising of the right of termination shall not affect the enforcement of any other claims of the Service-provider vis-à-vis the Customer.
89. In case during the effect of the Subscription Agreement various Services are used by the Customer, – if the Order Form does not provide otherwise – the parties shall be entitled for termination in respect of each Service separately as well, which shall terminate the Subscription Agreement exclusively in respect of the Service affected by the termination notice.
90. The rights and obligations arising from the Subscription agreement which shall remain effective by their nature, with special regard to the provisions on intellectual properties and properties, shall remain in force even after the termination of the Subscription Agreement.

VIII. Keeping contact, notification

91. In case the Subscription Agreement does not expressly provide otherwise, any kind of communication, information, request, order etc. (jointly: Notification) shall be valid and effective only in writing, in Hungarian language. The parties consider and accept as written notification the following: letter delivered by mail / courier / personally, facsimile, e-mail, data transfer trough the Webpage.

92. The Notification shall qualify as delivered – unless otherwise stipulated in the GTC – in accordance with the foregoing:

    a) in case of delivery against receipt of acknowledgement at the time of the delivery, in case of refusal of the takeover at the time thereof;

    b) in case of delivery by mail as registered mail at the time of the delivery, in case of refusal of the takeover at the time thereof, if the delivery was unsuccessful because the addressee failed to take over the Notification, then on the 5th (fifth) working day following the date of the delivery attempt;

    c) in case of transmission via facsimile, e-mail at the date of the successful sending indicated by the facsimile machine or the e-mailing system;

    d) in case of transmission through the Webpage at the date of sending of the Notification through the Webpage recorded by the web server.

93. The name and contact details of the person designated to be contacted by the Costumer are specified in the Order Form.

94. The party shall immediately notify in writing the other party of any change to his/her/its/its data indicated in the Subscription Agreement, or any data provided in connection with the use of the Service (e.g. contact person and his/her/its data, delivery address, etc.). Until the due Notification of the change any Notification delivered on the basis of the former data shall be regarded as duly received.

95. The parties shall cooperate with each other in an increased level and notify immediately each other if the fulfillment of any of their obligation imposed on them is foreseeably likely to be impeded unless the other party should have been aware of such obstacle even without notification.

96. The party shall be liable for any and all damage resulting from the failure or late performance of his/her/its/its notification obligation. The party performing late or failing to perform shall compensate the damage of the other party resulting from the failed or late Notification, and shall bear his/her/its/its own damage.

IX. Data processing

97. The data of the Customer, or the Invoice-payer respectively shall be processed by the Service-provider regarding the issues relating to the conclusion of contract, the Subscription Agreement, the Service, the performance, the invoice-issuance, the notification of defects, moreover in connection with the sending of business proposals.

98. The Service-provider shall keep confidential the data which were made available to it by the Customer during the use of the Service with the purpose of providing the Service.

99. The Customer declares that within the framework of the Subscription Agreement

    a) Data, which has been provided to the Service-provider, shall not qualify either as business secret, or personal data, or

    b) in respect of the data which qualify as business secret, personal data**,** which has been provided to the Service-provider, he/she/it does have any and all lawful, (both formally and substantially) valid and effective authorization / consent for the provision of this data for the Service-provider, which authorization / consent shall also extend to the use, processing of the given data for the purpose of providing of the Service in accordance with the Subscription Agreement.

100. The processing of your personal data is governed by the provisions of the Privacy Policy on the Website.

X. Dispute resolution

101. Parties shall endeavor to settle the eventual disputes arising from the Subscription Agreement by negotiation. Should such negotiations remain unsuccessful, to the settlement of their legal disputes originating from the Subscription Agreement the parties stipulate the exclusive jurisdiction of the Central District Court of Buda and the Court of Tatabánya respectively depending on the competence.

XI. Miscellaneous provisions

102. The GTC shall enter into force on 30 September 2026 and shall remain in force until the entry into force of a new GTC replacing the GTC. The GTC shall be applied to the Subscription Agreements established after the entry into force of the GTC.

103. The Service-provider provides for the permanent availability on the Webpage of the entire text of the GTC in force, of the previous one and of which will enter into force in the future - if such will have been passed.

104. By the conclusion of this Subscription Agreement the Customer grants his/her/its/its consent to the use of his/her/its/its name as a reference.

105. Upon the entry into force of the Subscription Agreement any and all eventual previously established written or verbal agreement of the parties relating to the subject matter of the Subscription Agreement; any and all customs on the application thereof the parties previously agreed, and any and all practice which were previously established between each other shall be repealed, and to their legal relationship the Subscription Agreement shall be applicable which contains the entire agreement of the parties in any and all issues they considered essential, under the condition that the practices applied in the business sector affected by the Subscription Agreement becomes part of the Subscription Agreement only to that extent to which the Subscription Agreement expressly so provides.

106. If any of the parties in one or several case(s) does not stick to the strict fulfillment of the Subscription Agreement's provisions or to the exercise of any right, remedy or choice specified in the Subscription Agreement, it shall not either mean that such party disclaimed the future fulfillment of the same provision, or that he/she/it/it waived the same right, remedy or choice, or withdrawed his/her/its claim. The waiver of any right resulting from or connected to the Subscription Agreement shall be valid only in case of the related expressed written statement.

107. In case of the invalidity of any of the provisions of the Subscription Agreement the legal consequences of the invalidity shall only apply to that provision, the invalidity is without prejudice to the remaining parts of the Subscription Agreement. The invalid provision shall automatically be replaced by the effective legal provisions, provided that the parties would have concluded the Subscription Agreement also in the absence of the invalid provision.

Budapest, 30 September 2026

OPTEN Informatikai Korlátolt Felelősségű Társaság