GENERAL TERMS AND CONDITIONS

Document	Enters into force	Valid
General Terms and Conditions	2021.10.01.	until revoked

GENERAL TERMS AND CONDITIONS

Kvery.io General Terms and Conditions Policy (hereinafter referred to as GTC) contains the details, fees, related rights and operation of Kvery.io sql builder and editor system (hereinafter referred to as Kvery.io or the System) operated by Kolt Systems Kft. (hereinafter referred to as the Service Provider).

I.   DEFINITIONS

1. **Service Provider:** Kolt-Systems Kft. is a company registered in Hungary, which provides its services through the Kvery.io, which it owns.

    Company information:
    Name: Kolt-Systems Kft.
    Headquarters: 4551 Nyíregyháza, Élet utca 25.
    Contact: info@kvery.io
    Phone: +36 30 468 9255
    Company registration number: 15-09-088039
    Tax number: 28966717-2-15

2. **Customer:** "Customer" refers to the person or entity ordering or subscribing to the Kvery.io Products or services by making a registration on www.Kvery.io and subscribing to one of the available packages. as the contracting party of Kvery.io

3. **Party, Parties:** the Service Provider and the Customer, each Party, collectively: the Parties

4. **System**: the entire Kvery.io system, mobile application, its web interfaces and administration system developed by Service Provider.

5. **Website**: a website operating under the domains **www.kvery.io**

6. **Service:** by accepting these General Terms and Conditions and registering in the Kvery.io administration system, the Customer enters into a contractual relationship with the Service Provider. The Customer will then parameterise the Kvery.io system according to his individual needs and use Kvery.io database related services.

    Some of the Services may be used to develop, manage, and support databases ("Databases"). The Customer may only use the Services to develop, manage, and support Databases that the Customer controls or which the Customer has been legally granted access to.

7. **Paid Services:** Services and functions that are available after subscribing to one of the fee-based Service Packages.

8. **Subscription fee:** the monthly or annual price of a Service Package.

9. **Content**: The SQL code, snippet and query which was entered by Editors.

10. **Group**: The directory to save and store queries made by Editors. Kvery.io subscription model is based on Group. Every new Group requires a new subscription to one of the Service Packages.

11. **User:** The Customer who has access to a Group, can run queries but can not edit and change settings of them.

12. **Editor**:The Customer who has access to a Group, can run and edit and make all settings on queries.

13. **Group owner:**The Editor who has created a Group. Group owner has access to billing and subscription settings.

14. **Account:** As per the Customer signs up, Kvery.io creates an account to link subscription and Customer roles to. By creating an account Kvery.io stores the email address, last name, first name and password of the Customer.

II. SCOPE, MODIFICATION AND TERMINATION OF THE TERMS AND CONDITIONS

1. These GTC shall enter into force on 01.10.2021 and shall remain in force and effect until revoked.

2. The scope of the GTC covers the use of the Kvery.io system and all contractual relations within the scope of the Service Provider's services, which define the rights and obligations of the Parties and the circumstances related to the use of other services. The Service Provider and the Customer are considered as parties.

3. The Parties agree that the Customer shall be bound by the provisions of these General Terms and Conditions by accepting them.

4. The Service Provider is entitled to unilaterally amend the GTC. The Service Provider shall notify the Customer of the parts affected by the amendment. By accepting the changes, the Customer accepts the provisions of the GTC.

5. The present GTC shall be governed by Hungarian law, in particular by the special rules of Act V of 2013 on the Civil Code ("Civil Code") on the conclusion of contracts by electronic means.

6. Customer may at any time, without time limitation, delete itself and its data from the Kvery.io system and thereby terminate access to the services of the system.

7. The parties shall be obliged to settle their accounts in full before the termination of the use of the system.

8. In the event of a severe, persisting, imminent or repeated material breach of these GTC, in particular an obligation set forth in the following section or Service Provider shall be entitled to temporarily suspend Customer's access to the System upon prior written notice (e-mail sufficient). Notwithstanding further rights under this Agreement, Service Provider shall restore access within a reasonable period of time if the breach does not continue, is no longer imminent, or Customer has provided a binding statement that the breach will not be repeated. In the event of an act with fraudulent intent, Service Provider is entitled to suspend Customer's access to the System immediately and indefinitely. Customer is informed in writing (e-mail is sufficient). The suspicion of fraudulent intent is sufficient. Fraudulent intent lies in particular in the following cases:

   - The e-mail address used for registration does not exist or is obviously not valid;

   - The address does not exist or is invalid;

   - Customer has registered several times in order to use the service free of charge or Customer still has open payments from other contracts;

   - Customer uses a fraudulent, lost, stolen or blocked/inadmissible means of payment;

   - Customer has contested or demanded the return of a payment without informing Service Provider of a valid reason for contesting or demanding the return. The suspension of Customer's access will be upheld until Customer informs Service Provider of a valid reason.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The contract between the Parties shall be concluded exclusively in electronic form, which shall not replace the written contract.

2. The Customer enters into the contract entitling him to use the services of the Kvery.io system and website by providing the registration data required for the contract and by reading and accepting these General Terms and Conditions electronically.

3. The Service Provider reserves the exclusive distribution rights to the Kvery.io system and its entire content and to the individual parts of its content. The Service Provider's permission is required for any use of the content of the Kvery.io system by third parties.

4. Service Provider is entitled to subcontract third parties to fulfil its contractual duties in whole or in part.

5. The Service Provider reserves the right to modify, further develop or expand the content of the Kvery.io system and the related websites and administration interface, or to terminate its availability at any time, subject to the provisions of these GTC.

6. The Parties shall be exempted from liability for any partial or total failure to perform their obligations under these GTC, if such failure is the result of force majeure. "Force majeure" shall include all events occurring after the signing of this Agreement which are of such an extraordinary nature that they could not have been foreseen by the Parties or avoided by any reasonable means. These extraordinary events include floods, fires, earthquakes or other natural disasters, as well as war, acts of war, acts or omissions of public authorities and any other circumstances beyond the reasonable control of the Parties. Upon the occurrence of such an event, the Party which becomes aware of it shall immediately notify the other Party.

7. The Customer may at any time delete his/her user rights in the Kvery.io system and may request the deletion of its registration and the termination of the contract from the Service Provider with legal consequences in accordance with the provisions of the Privacy Policy. If the Customer breaches the terms and conditions of this GTC, the Service Provider may delete the user profile created by the registration. The Service Provider reserves the right to terminate any or all of the content of the Service, in which case the GTC shall automatically terminate.

IV. THE RESPONSIBILITY OF THE SERVICE PROVIDER AND THE CUSTOMER

1. It is the responsibility of the Service Provider to ensure that the Kvery.io system is functioning as intended without any errors as described in these Terms and Conditions. Service Provider shall provide an annual average of 97% uptime availability for the fee-based services. The availability calculation excludes any downtime for planned maintenance work as well as service interruptions which are beyond Service Provider's control, including but not limited to short-term and undue increase in the number of transaction

requests by Customer which requires an unplanned increase in system capacity.

2. The Customer acknowledges and agrees that its use of the Services can affect its Databases, and the Customer accepts sole responsibility for any errors, malfunctions, or corruption of any Databases caused by the Customer's use of the Services. The Customer is responsible for securing and backing up its Databases and any other Content it posts to the Services; as such, the Service Provider has no responsibility or liability for the deletion of or failure to store any Content on the Services.

3. **In call cases the Customer is solely responsible for the Database connected, for the data entered and for the users shared the data with by using Kvery.io.**

4. **The Service Provider shall not be liable for any consequences arising from the use of the Kvery.io system.**

5. Service Provider does not warrant that the service works error free.

6. The Service Provider undertakes to use its best efforts to ensure the correctness, timeliness and accuracy of the data contained in the Kvery.io system. If, despite this, the Customer suffers any damage as a result of the inaccuracy or error of the data, the Service Provider excludes its liability.

7. The Service Provider shall not be liable for breakdowns and access faults for which the Service Provider is not responsible for.

8. Except where prohibited by law, in no event will Service Provider be liable to the Customer for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Service Provider has been advised of the possibility of such damages.

9. If, notwithstanding the other provisions of these GTC, Service Provider is found to be liable to you for any damage or loss which arises out of or is in any way connected with the use of the Customer of the Site or any Content, Service Provider's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on Kvery.io paid in the six months prior to the date of the initial claim made against Service Provider Service Provider, or (2) US$50.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to the Customer.

V. USING THE KVERY.IO

1. Registration

Using Kvery.io services requires the Customer to register for an account ("Account"). As part of the Account creation process, the Customer may be asked to provide first name and last name, e-mail address and password unique to the Account. The Customer is responsible for the confidentiality and use of the Login Information.

Registration on Kvery.io results in the creation of a Group.

2. Subscriptions

Kvery.io provides a free forever Account with a limitation of 3 queries. In case the Customer wants to use an extended amount of queries as well as add users to the Group must subscribe to a paid service package.

Details and prices of paid service packages are in Annex 1 to this GTC.

The Customer has the right to upgrade or downgrade the subscribed Service package according to the terms and conditions set forth in part VI of this GTC.

To proceed payments of the subscription fees the Service Provider uses a third party service provided by Stripe (www.stripe.com). The Service Provider is not storing any credit or debit card details of the Customer.

3. Account

By registration the Customer creates an Account. In the Account details the Customer can change registration details, ask for a new password and change the style of the Kvery.io.

4. Queries

In order to run a query first and foremost a database connection has to be established. Database connections are stored on a highest level of security detailed in the part VIII. of this GTC.

A query can be added with a power editor. After saving a query it can be run, share and adjust visibility and other settings.

5. Adding users

By registering an account on Kvery.io the Customer becomes the Group owner of his default Group and so fulfilling the role of a User, Editor and a Group owner at the same time.

Editors can add other registered Users (using email addresses) to any Group and also grant Editor rights.

6. Dashboard

Users are able to run several queries at the same time on the same screen and so create a tailormade dashboard of data arising from the connected database.

VI. FEES AND ACCOUNTING

1. Registration and limited functionalities are free forever on Kvery.io. Subscription fees of the Kvery.io are described in Annex 2. of this contract.

2. Acceptance of the GTC does not entail any payment obligation for the Customer. Customer's obligation to pay arises solely from subscribing to a fee-based Subscription fees.

3. Service Provider requires Services to be paid for on a recurring basis. Service Provider has the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service.

4. By signing up for a Paid Service, Customer agrees to pay the subscription fee.

5. Paid Service Fees may be paid by credit card, debit card, or other payment forms we may permit. If the Customer links a debit or credit card to its Account, the Customer authorizes the Service Provider to collect Paid Service Fees by charging the linked credit or debit card.

6. Subscription fees will be charged on a monthly or a yearly basis (depending on the choice of the Customer) of every month or year in advance until cancelled.

7. The Customer may cancel a Paid Service at any time in the Account settings. If the Customer cancels a Paid Service, the Customer will continue to have access to that Services through the end of the current billing period, but the Customer will not be entitled to a refund or credit for any fee already due or paid. Service Provider reserves the right to change Subscription Fees upon fifteen (15) days' advance notice. Continued use of Paid Services after notice of a change to the Subscription prices will constitute the agreement of the Customer to such changes.

8. Changing Subscription to a higher or lower package will result in the restart of the billing period. Remaining balance from the previous billing period - if there's any - will be taken into account and deducted from or compensated to

the new subscription fee. The Customer is not entitled to a refund of the remaining balance in any cases.

9. If Service Provider terminates the access of the Customer to the Services for a reason other than the breach of these GTC, Service Provider will provide the Customer with a refund of any prepaid Subscription Fees; however, if the termination stems from the Customer's breach of these GTC, the Customer will not be entitled to any such refund.

10. For payment checkout Service Provider uses Stripe (www.stripe.com). Service provider does not handle or store any credit or debit card details or related Customer details.

11. Right of withdrawal the Customer has the right to withdraw from this GTC within 14 days without giving any reason. The withdrawal period will expire after 14 days from the acceptance of this GTC. To exercise the right of withdrawal, the Customer must inform the Service Provider via mail or post on the given contact details of its decision to withdraw from this GTC by an unequivocal statement (e.g. a letter sent by post or e-mail). To meet the withdrawal deadline, it is sufficient for the Customer to send a communication concerning the Customer's exercise of the right of withdrawal before the withdrawal period has expired. If the Customer withdraws from this GTC, the Service Provider shall reimburse to the Customer all payments received from the Customer without undue delay and in any event not later than 14 days from the day on which the Service Provider were informed about the decision of the Customer. Service Provider will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction.

VII. COPYRIGHTS

1. The Service Provider declares that the Kvery.io system is copyrighted works. Therefore, the Service Provider reserves the exclusive right to the whole and every detail of the content of the system, the domain name and its Internet interfaces.

2. Service Provider grants Customer a non-exclusive, non-transferable, non-sublicensable worldwide right to use the System for its internal intended purpose for the term and within the scope of this Agreement, subject to the authorised number of Groups for which Customer has paid Service Provider.

VIII. DATA & SECURITY

1. Detailed provisions on data protection are set out in Annex 1 to the GTC. The Privacy Policy is also available on the Client's website: www.kvery.io.

2. All sensitive data such as user information, database connections and coding information are encrypted by using AES-256 mixed with SHA-256 and BASE64 methods.

IX. MIXED PROVISIONS

1. If any provision of these GTC is or would be considered invalid, such invalidity shall not affect the validity of the GTC as a whole. The provisions of the GTC not affected by such invalidity shall remain in force and shall be enforceable. The invalid provision shall be replaced by the closest applicable rule in force governing the legal relationship between the Parties, unless the Parties would not have accepted the GTC at all without the invalid or deemed invalid provision.

2. The Parties shall attempt to settle any disputes arising out of these GTC by amicable means. Should this not be successful, they agree to submit to the exclusive jurisdiction of the Hungarian courts, irrespective of the amount involved.

3. The Service Provider shall fully comply with the provisions of the Ptk. 1:3, paragraph 1:3 of the Civil Code of Hungary, the requirement of good faith and fairness in the exercise of civil rights and the performance of obligations by the parties, as well as the duty of cooperation. The Parties shall notify each other in writing of any impediments without delay.

4. The language of communication between the Parties shall be English.

X. CONTACT

1. If Customers have any requests, questions or comments regarding the GTC or the operation of the system, the rights and obligations of the Customer or any other matter, please contact the Service Provider at the following contact details:

   E-mail: info@kvery.io
   Phone: +36304689255
   Post: 1095 Budapest, Lechner Ödön fasor 2. B building. 7. floor. 713

2. The Service Provider shall investigate without delay any requests, questions, comments and complaints sent to it and respond to them within fifteen (15)

working days at the latest at the notification address provided by the Customer. If the request cannot be dealt with within fifteen (15) working days, the Service Provider shall use its best endeavours to comply with the request as soon as possible, but no later than 45 days after receipt.

3. In case of a technical problem, the Service Provider will take action within 72 hours.

ANNEX 1 - GENERAL DATA MANAGEMENT AND PRIVACY POLICY FOR THE KVERY.IO SYSTEM

Kolt Systems Kft. (4551 Nyíregyháza, Élet utca 25. Company registration number: 15-09-088039, Tax number: 28966717-2-15, Contact: info@kvery.io, Phone: +36 30 468 9255, hereinafter referred to as: **service provider, data controller, data processor**) in the document containing the General Terms and Conditions for the present data processing and the provision of the service (hereinafter referred to as: GTC) undertakes to comply with the applicable data protection legislation, in particular REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (hereinafter: the Regulation), Regulation (EU) No CXII of 2001 on the right to information and freedom of information (hereinafter: Infotv.) and Act CVIII of 2001 on certain aspects of electronic commerce services and information society services (hereinafter: Elker tv.) - when handling, processing and storing personal data of the Customer (hereinafter: data subject, user, Customer).

1. Concepts

Service provider Kolt-Systems Kft. a company registered in Hungary, which provides the services of the Kvery.io system owned by Kolt-Systems Kft.

Service provider, data controller:

> Name: Kolt Systems Kft.
> Registered address: 4551 Nyíregyháza, Élet utca 25.
> Company registration number: 15-09-088039,
> Tax number: 28966717-2-15
>
> Complaint handling location, address for correspondence: 1095 Budapest, Lechner Ödön fasor 2. B ép. 7. floor. 13
> Email: info@kvery.io
> Phone: +36 30 468 9255

*Customer: "*Customer" refers to the person or entity ordering or subscribing to the Kvery.io Products or services by making a registration on www.Kvery.io and subscribing to one of the available packages. as the contracting party of Kvery.io

User: an individual who, in his/her own name, registers at www.kvery.io into the Kvery.io system owned by the Service Provider.

Party, Parties: the Service Provider and the Customer, each Party, collectively: the Parties

Service: by accepting these General Terms and Conditions and registering in the Kvery.io administration system, the Customer enters into a contractual relationship with the Service Provider. The Customer will then parameterise the Kvery.io system according to his individual needs and use Kvery.io database related services.

How to use the Service: by registering and using the Kvery.io system operated by the Service Provider.

2. Definitions based on the Information Act and the Regulation

Data subject: any natural person who is identified or can be identified, directly or indirectly, on the basis of specific personal data;

Personal Data: any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Consent: a voluntary and explicit indication of the data subject's wishes, based on appropriate information, by which he or she gives his or her unambiguous consent to the processing of personal data concerning him or her, whether in full or in relation to specific operations;

Objection: a statement by the data subject objecting to the processing of his or her personal data and requesting the cessation of the processing or the deletion of the processed data;

Data controller: the natural or legal person or unincorporated body which, alone or jointly with others, determines the purposes for which the data are to be processed, takes and implements decisions regarding the processing (including the means used) or has them implemented by a processor;

Data processing: any operation or set of operations which is performed upon data, regardless of the procedure used, in particular any collection, recording, recording, organisation, storage, alteration, use, retrieval, disclosure, transmission, alignment or combination, blocking, erasure or destruction of data, prevention of their further use, taking of photographs, sound recordings or images and physical features which can be used to identify a person (e.g. fingerprints, palm prints, DNA samples, iris scans);

Transfer: making data available to a specified third party;

Disclosure: making the data available to anyone;

Data erasure: making data unrecognisable in such a way that it is no longer possible to recover it;

Data marking: the marking of data with an identification mark to distinguish it;

Data blocking: the marking of data with an identifier in order to limit its further processing permanently or for a limited period of time;

Data destruction: the complete physical destruction of the medium containing the data;

Data processing: the performance of technical tasks related to data processing operations, irrespective of the method and means used to perform the operations and the place of application, provided that the technical task is performed on the data;

Data processor: a natural or legal person or unincorporated body which processes data on the basis of a contract, including a contract concluded pursuant to a legal provision;

Data set: the set of data managed in a single register;

Third party: a natural or legal person or unincorporated body other than the data subject, the controller or the processor;

Data breach: unlawful processing or handling of personal data, in particular unauthorised access, alteration, disclosure, transmission, disclosure, erasure or destruction, accidental destruction or accidental damage.

3. Purpose of data processing, data security

1. The Service Provider will process and store the personal information of the users in the context of the service provided to the Customers in order to provide the service and only to the extent and for the duration strictly necessary and indispensable for the provision of the service.

2. The Service Provider only processes personal data that is necessary for the purpose of data processing and is suitable for achieving the purpose.

3. The personal data will retain this quality during the processing as long as the relationship with the data subject can be re-established. The link with the data subject can be re-established if the controller has the technical conditions necessary for the re-establishment.

4. The Data Controller shall not disclose the personal data of the data subject to third parties, except to the Customer and to the intermediaries and processors specifically mentioned in this Privacy Policy.

5. The data controller shall design and implement the processing operations in such a way as to ensure the protection of the privacy of the data subjects when applying the Data Protection Act and other rules applicable to data processing.

6. The data controller or the data processor shall ensure the security of the data, and shall take the technical and organisational measures and establish the procedural rules necessary to enforce the Infotv. and other data protection and confidentiality rules. In particular, appropriate measures shall be taken to protect the data against unauthorised access, alteration, disclosure, disclosure, deletion or destruction, accidental destruction or damage and against inaccessibility resulting from changes in the technology used. In order to protect the electronically managed data files in the different registers, appropriate technical arrangements should be in place to ensure that data stored in the registers cannot be directly linked and attributed to the data subject, except where permitted by law.

7. When processing personal data by automated means, the controller and the processor shall take additional measures to ensure that.

    a. prevent unauthorised data entry;

    b. preventing the use of automated data processing systems by unauthorised persons using data transmission equipment;

    c. the verifiability and ascertainability of the bodies to which personal data have been or may be transmitted using data transmission equipment;

    d. the verifiability and ascertainability of which personal data have been entered into automated data processing systems, when and by whom;

    e. the recoverability of the installed systems in the event of a failure, and

    f. errors in automated processing are reported.

8. The controller and the processor shall take into account the technological development of the system when defining and implementing measures to ensure data security. It shall choose among several possible processing solutions the one which ensures a higher level of protection of personal data, unless this would impose a disproportionate burden on the controller.

4. Legal basis for processing, consent

1. The data controller informs the data subject that, in accordance with the Info. According to Article 5 (1), personal data may be processed if

    a. with the consent of the data subject, or

    b. it is required by law or, on the basis of the authorisation granted by law and within the scope specified therein, by a decree of a local authority for a purpose in the public interest (hereinafter: mandatory processing).

2. The communication of the data subject's/user's personal and health data to the service provider (and the service provider's Customer) and his/her consent to the processing is based on the data subject's voluntary written consent.

3. Personal data, including health data, may also be processed where obtaining the data subject's consent would be impossible or would involve disproportionate costs and the processing of the personal data would.

    a. necessary for compliance with a legal obligation to which the controller is subject; or

    b. is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, and the pursuit of those interests is proportionate to the restriction of the right to the protection of personal data.

4. Where the data subject is unable to give his or her consent due to incapacity or for other reasons beyond his or her control, the personal data of the data subject may be processed to the extent necessary to protect his or her vital interests or those of another person or to prevent or protect against imminent danger to life, limb or property of a person, as long as the obstacles to consent persist.

5. The consent of the legal representative of a minor over the age of 16 is not required for the validity of the declaration of consent of the data subject.

6. If the personal data have been collected with the consent of the data subject, the controller shall, unless otherwise provided by law,

    a. to comply with a legal obligation to which it is subject, or

    b. for the purposes of the legitimate interests pursued by the controller or by a third party, where such interests are proportionate to the restriction of the right to the protection of personal data

without any further specific consent and even after the withdrawal of the data subject's consent.

7. In judicial or administrative proceedings initiated at the request or initiative of the data subject, the data subject shall be presumed to have given his or her consent to the processing of personal data necessary for the purposes of the proceedings, and in other proceedings initiated at the request of the data subject, to the processing of personal data provided by him or her.

5. Information on data management and processing

With regard to the processing of data, the Service Provider shall inform the Customer of the following with regard to the provisions of Article 10 of the Data Protection Act:

1. The rights and obligations of the data processor in relation to the processing of personal data are determined by the data processing service provider Kolt-Systems Kft. within the framework of the Infotv. and the separate laws on data processing. The data controller shall be responsible for the lawfulness of the instructions given by it.

2. The processor may use an additional processor at the discretion of the controller. The processor shall not take any substantive decision concerning the processing, shall process the personal data of which it becomes aware only in accordance with the controller's instructions, shall not process the personal data for its own purposes and shall store and retain the personal data in accordance with the controller's instructions.

3. Subject to the condition set out in Article 20(4) of the Info Act - where personal information of the data subject would be impossible or would entail disproportionate costs, as in the case of this website - the controller shall also inform the data subject of the processing prior to the data subject's consent by providing (disclosing) the following information:

   a. *Fact of data collection, scope of data processed*: password, first and last name, e-mail address,IP address at the time of registration,

   b. *Data subjects:* all data subjects registered in the app or on the website.

   c. *Purpose of data collection: the* service provider processes the personal data of the Users for the purpose of the full use of the website, e.g. to

   d. *Duration of data processing, deadline for deletion of data:* immediately upon cancellation of registration. Except for accounting documents. Pursuant to Article 169(2) of Act C of 2000 on Accounting, accounting documents (including general ledger accounts, analytical and detailed

records) directly and indirectly supporting the accounting accounts must be kept for at least 8 years in a legible form, retrievable by reference to the accounting records.

e. *Potential data controllers who may have access to the data:* personal data may be processed by the controller's staff, in compliance with the principles set out above.

f. *Description of the data subjects' rights in relation to data processing: the* following data can be modified on the websites: password, first and last name, e-mail address,

g. *The data subject may request the deletion or modification of personal data in the following ways:* by post to 1095 Budapest, Lechner Ödön fasor 2. B building. 7. floor. 713., by e-mail to info@kvery.io .

4. The data of the data processor (hosting provider) used for the processing:

> **Server4You - Host Europe GmbH**
> Address:, Hansestr. 111, 51149 Cologne, Germany
> VAT ID: DE187370678
> Telephone: +49 221 4291 4310
> Contact: info@server4you.net
> Website: https://www.server4you.net/legal-notice

6. Management of the website cookie

1. The website does not use cookies. We use HTML5 Local Storage on our websites for better functionality. With this solution, the web application stores the data locally, in the user's browser, and the information is not sent to our servers.

2. The Service Provider and the Customer measure the traffic data of the websites and the mobile application by using the Google Analytics service. When using this service, data is transmitted which cannot be used to identify the data subject. More information about Google's privacy policy can be found here: http://www.google.hu/policies/privacy/ads

7. Data transmission

1. The purpose of the Kvery.io system's data transfer activity is to transfer the User's data to the Customer in order to inform the Customer about the User's subscription and to contact the User for the purpose of the service provided by the Customer.

2. The service provider aims to process online payments but does not transfer any personal data to the payment processor (Stripe - www.stripe.com) Any personal data given to process payment is not handled by the Service provider.

3. Service Provider processes personal data of the Customer's billing address. This data is received by the Service Provider from the payment provider (Stripe - www.stripe.com) and transferred to the invoice system provider KBOSS.hu Ltd. Service Provider does not store any billing data.

4. I acknowledge that the website of **Kolt Systems Kft.** (4551 Nyíregyháza, Élet utca 25. Company registration number: 15-09-088039, Tax number: 28966717-2-15, Contact: info@kvery.io, Phone: +36 30 468 9255), www.kvery.io will transfer my billing data includes: name, billing address, e-mail address, phone number, tax number to KBOSS. hu Ltd. Purpose of the data transfer: to carry out the invoicing of the subscription fee.

5. The personal data transferred may be processed by the following, in compliance with the above principles:

> **KBOSS.hu Ltd.**
> Registered office: 1031 Budapest, Záhony utca 7.
> Company registration number: 01-09-303201
> Tax number: 13421739-2-41
> E-mail: info@szamlazz.hu
> Website: www.szamlazz.hu

8. Customer relations and other data management

1. Should the data controller have any questions or problems when using our services, the data subject can contact the data controller via the methods provided on the website and mobile application (phone, e-mail, social networking sites, etc.)

9. Data security

1. The controller shall design and implement the processing operations in such a way as to ensure the protection of the privacy of data subjects. The data controller shall ensure the security of the data (password and anti-virus protection), take the technical and organisational measures and establish the procedural rules necessary to enforce the Info Act and other data protection and confidentiality rules.

10. **Data processor**

1. The data controller uses the following data processor for the operation of the website and application:

   > **Kolt Systems Kft.**
   > Registered address: 4551 Nyíregyháza, Élet utca 25.
   > Company registration number: 15-09-088039,
   >
   > Tax number: 28966717-2-15
   >
   > Email: info@kvery.io
   > Phone: +36 30 468 9255

11. **Obligations and rights of data subjects**

1. *Providing real data:* the data subject is obliged to provide real data when providing his/her data. If the personal data is not accurate and the accurate personal data is available to the controller, the controller shall correct the personal data (the latter is found in Article 17 of the Info law). Kolt-Systems Kft. and its data processing Customer and employee exclude any liability for the consequences of providing data that is not true.

2. *Request for information:* Pursuant to Article 14 of the Info Act, the data subject has the right to request the controller to provide information on the processing of his or her personal data, and may also request the rectification, erasure or blocking of his or her personal data. According to Article 15. the controller shall, upon request of the data subject, provide information on the data of the data subject processed by the controller or by a processor appointed by the controller or under the controller's instructions, on the source of the data, the purpose, legal basis and duration of the processing, the name and address of the processor and the activities of the processor in relation to the processing, the circumstances and effects of the personal data breach and the measures taken to remedy the data breach, and, in the event of the transfer of the data subject's personal data, the legal basis and the recipient of the data transfer. The controller shall provide the information in writing, in an intelligible form and at the data subject's request, within a minimum of 25 days from the date of the request.

3. *Refusal to provide information:* the data controller may refuse to provide information to the data subject only in the cases specified in Article 9(1) and Article 19 of the Info.tv. In the case of refusal to provide information, the controller shall inform the data subject in writing of the provision of the Info. law on the basis of which the refusal to provide information was made. In the case of refusal to provide information, the controller shall inform the data subject of the possibility of judicial remedy and of recourse to the National

Authority for Data Protection and Freedom of Information (hereinafter referred to as the Authority).

4. *Deletion of data:* personal data will be deleted by the Service provider in the following cases:

    a. if its treatment is unlawful;

    b. the data subject requests - in accordance with point (c) of Article 14 of the Data Protection Act;

    c. it is incomplete or incorrect - and this condition cannot be lawfully remedied - provided that deletion is not precluded by law;

    d. the purpose of the processing has ceased or the statutory time limit for storing the data has expired;

    e. ordered by a court or the Authority.

5. *Blocking of data:* instead of erasure, the controller will block personal data if:

    a. the data subject so requests, or

    b. if, on the basis of the information available to it, it is likely that the erasure would harm the legitimate interests of the data subject.

    The personal data blocked in this way may be processed only for as long as the processing purpose that precluded the deletion of the personal data persists.

6. Rectification, blocking, flagging and erasure must be notified to the data subject and to all those to whom the data were previously disclosed for processing. Notification may be omitted if this does not harm the legitimate interests of the data subject having regard to the purposes of the processing.

7. If the controller does not comply with the data subject's request for rectification, blocking or erasure, it shall, within 25 days of receipt of the request, communicate in writing or, with the data subject's consent, by electronic means, the factual and legal grounds for refusing the request for rectification, blocking or erasure. In the event of refusal of a request for rectification, erasure or blocking, the controller shall inform the data subject of the possibility of judicial remedy and of recourse to the Authority. Contact details of the Authority:

> **National Authority for Data Protection and Freedom of Information**
> 1125 Budapest, Szilágyi Erzsébet fasor 22/C.
> Postal address: 1530 Budapest, P.O. Box 5.
> Phone: +36 -1-391-1400, E-mail: ugyfelszolgalat@naih.hu

12. Objection to the processing of personal data

1. The data subject may object to the processing of his or her personal data in accordance with Article 21 of the Info,

    a. where the processing or transfer of personal data is necessary for the fulfilment of a legal obligation to which the controller is subject or for the purposes of the legitimate interests pursued by the controller, the recipient or a third party, except in cases of mandatory processing;

    b. if the personal data are used or disclosed for direct marketing, public opinion polling or scientific research purposes; and

    c. in other cases specified by law.

2. The controller shall examine the objection within the shortest possible time from the date of the request, but not later than 15 days, decide whether the objection is justified and inform the applicant in writing of its decision. If the data subject does not agree with the decision of the controller or if the controller fails to comply with the above deadline, the data subject may, within 30 days of the notification of the decision or the last day of the deadline, take the matter to court in the manner provided for in Article 22 of the Info Act.

3. If the controller establishes that the data subject's objection is justified, the controller shall terminate the processing, including further collection and further transfer, and block the data, and notify the objection and the action taken on the basis of the objection to all those to whom the personal data subject of the objection has previously disclosed the personal data subject and who are obliged to take measures to enforce the right to object. If the data controller does not receive the data necessary to exercise the data subject's right because of the data subject's objection, the data subject may, within 15 days of the notification as specified above, take legal action against the data controller in order to obtain access to the data, as provided for in Article 22 of the Info Act. The controller may also bring legal proceedings against the data subject.

4. If the data controller fails to give the notification referred to above, the data recipient may request clarification from the data controller of the circumstances surrounding the failure to transfer the data, which clarification the data controller shall provide within 8 days of the delivery of the data recipient's request. In the event of a request for clarification, the data subject may bring an action against the controller before a court within 15 days of the date on which the clarification was provided, but no later than the time limit for the provision of clarification. The controller may also bring legal proceedings against the data subject.

5. The controller may not delete the data of the data subject if the processing is required by law. However, the data may not be transferred to the data recipient if the controller has consented to the objection or if the court has ruled that the objection is justified.

13. Enforcement

1. In the event of a breach of the data subject's rights, as well as in the cases specified in Article 21 of the Info Act, the data subject may take legal action against the controller. The court shall rule on the matter out of turn.

2. The court has jurisdiction to hear the case. The action may also be brought, at the option of the person concerned, before the court of the place where he or she is domiciled or resident.

3. A person who does not otherwise have legal capacity to sue can also be a party to the lawsuit. The Authority may intervene in the proceedings in order to ensure that the person concerned is successful.

4. If the court grants the application, the data controller shall be obliged to provide the information, rectify, block or erase the data, annul the decision taken by automated data processing, take into account the right of objection of the data subject, or release the data requested by the data recipient as defined in Article 21 of the Info Act.

5. If the court rejects the data subject's request in the cases specified in Article 21 of the Info Act, the controller is obliged to delete the data subject's personal data within 3 days of the judgment. The data controller shall also be obliged to delete the data if the data subject does not apply to the court within the time limit specified in Article 21(5) or (6) of the Info Act.

6. The court may order the publication of its judgment, with the publication of the data controller's identification data, if the interests of data protection and the rights of a larger number of data subjects protected by this Act so require.

14. Damages and compensation

1. If the data controller causes damage to another person by unlawful processing of the data subject's data or by breaching the requirements of data security, the data controller must compensate for the damage.

2. If the controller infringes the data subject's right to privacy by unlawfully processing his or her data or by breaching data security requirements, the data subject may claim damages from the controller.

3. The controller is liable to the data subject for any damage caused by the processor and the controller is also liable to pay the data subject the damages for any personal injury caused by the processor. The controller shall be exempted from liability for the damage caused and from the obligation to pay the damage fee if it proves that the damage or the infringement of the data subject's personality rights was caused by an unavoidable cause outside the scope of the processing.

4. No compensation shall be due and no damages shall be payable where the damage or injury to the person concerned has been caused by the intentional or grossly negligent conduct of the victim or by an infringement of a right relating to personality.

The date of entry into force of the GTC and any amendments thereto shall be the date of publication on the website of Kolt-Systems Kft.

ANNEX 2 - KVERY.IO SERVICE PACKAGES AND SUBSCRIPTION FEES

Kvery.io offers Service packages with functions, limitations and subscription fees as follows:

Limitations	FREE	INDIVIDUAL	TEAM	ENTERPRISE	UNLIMITED
Query number	3	25	100	250	250
Editor number	0	0	10	30	30
User number	0	0	3	10	10
Price / monthly	*$0,00*	*$24,90*	*$59,90*	*$89,90*	*$149,90*
Price / annual*		*$249,00*	*$599,00*	*$899,00*	*$1 499,00*

*2 month discount / year

Prices are including taxes (VAT)