

GENERAL TERMS AND CONDITIONS OF USE

This document contains the General Terms and Conditions of Use (hereinafter referred to as GTCU) for the using of the Quantified Platform WebApp – services related to information society (Software) – and related services, by the Clients, operated by **Quantified Company Kereskedelmi és Szolgáltató Kft.** (company registration number: 01-09-897936, seat: 1028 Budapest, Nedü u. 22/B., tax ID number: 14304228-2-41, bank account number: 16200106-11616568, IBAN: HU49 1620 0106 1161 6568 0000 0000, SWIFT: HBWEHUHB, Registering authority: Court of Registration of Municipal Court of Justice, Chamber registration no: BU14304228, represented by Mr. Péter Aszalós Managing Director) as the licence-distributor of the Quantified Platform (referred to as QC).

Please read these General Terms and Conditions of Use carefully and use our services only if you agree with all points and accept to be bound by them.

In case the contract is concluded by electronic means (meaning that the order is made by filling-out the electronic order form and accepting this GTCU electronically) than the compulsorily applicable legal regulations detailed in point 13 on [Special rules concerning conclusion of contract by electronic means](#) shall also apply.

In case the contract is concluded through a third party (Distributor, partner retailer) than the applicable special rules detailed in point 14 shall also apply.

This GTCU shall be valid from 15th of January 2020 for an indefinite period of time or until withdrawn/amended. QC is entitled to amend this GTCU unilaterally by informing the Clients in advance, in the application. The information of the amendment shall be published by QC at least 7 days before entering into force of the revised GTCU. The amended provisions will become effective for the Client only after the first use of the services after the effect of the amendment. If the Client does not agree with the amendment of the GTCU, the registration can be deleted on the link of <https://my.quantified.company/admin/organizations> by using the delete (x) function.

The provisions of this GTCU shall stay in force until QC operates the Software or in case of termination of it until the services are still being performed, and further during the term of the validity of warranty claims. All information regarding the operation of the Software, as well as the present GTCU shall be part of the Contract and binding on all Clients.

With respect to matters not regulated by this GTCU, the effective Hungarian legislation, particularly the provisions on the agency contract of the Act V of 2013 on the Civil Code, the Act CVIII of 2001 on certain issues of electronic commerce activities and information society services, and Decree No. 45/2014 (II.26.) of the Government on the detailed rules of the contracts between consumers and undertakings shall apply. If any clause or provision of this GTCU according to the effective Hungarian legislation is unlawful or null and void, or both, such clause or provision shall be separated from the other provisions of the Contract which remain in force. The invalidity of any provision of the Contract or this GTCU shall not result the invalidity of the GTCU and/or Contract as a whole, unless it is clear that the parties would not have concluded the contract without the invalid provision.

In case of any question regarding the operation of the Software or processes of order and delivery please contact us on the support@quantified.company-mail address.

1. Definitions

- 1.1. “Software”** means the WebApp application of the Quantified Platform, which is available through quantified.company and its subdomains (e.g.: my.quantified.company). The Software is available exclusively online, an informative description can be found on www.quantified.company.
- 1.2. “Module”**: an activated copy of a separate module of the Software.
- 1.3. “Administrator”**: the person receiving access to the administrative interface of the Quantified Platform appointed by and proceeding on behalf of the Client.
- 1.4. “User”**: the person receiving access to one of the Modules of the Software by e-mail based on order of the Client. The Administrator shall not be deemed as a User if the Administrator has not received access to any Modules of the system.
- 1.5. “Period of Use”**: the time period between the start-up and closure of any Module. In case of several active Modules, the period between the start-up of the first Module and the closure of the last Module. The time period when none of the Modules are active shall not be included in the Period of Use.
- 1.6. “Access period”**: the time period till the Client has access to the administrative platform and to its data collected through this platform until then.
- 1.7. “Additional Services”**: the Services as defined in the section titled as “Additional Services” to which QC grants access during the Access period of the Software.
- 1.8. “Client”**: the organization who register and whose users and administrators use the system for data collection, or the person who registers and acts as ”Consultant” a third-party expert, who provide access or related services to the Software for its own customers (and their users and administrators).
- 1.9. “Transmission”**: after each surveys QC makes a report of their results, and makes it available to the Client.
- 1.10. “Partner”**: QC’s business partner who is authorized by QC to sell the Software to its Clients.
- 1.11. “Distributor”**: a special Partner providing also local support to Clients for the Software in a geographical area.

2. Statements of QC

- 2.1.** The QC declares that it is the sole owner and IP right holder of the Quantified Platform WebApp Employee Satisfaction Application (hereinafter: Software).
- 2.2.** The Client states that it will use the Software in the manner specified in this Agreement in the course of its activities.

3. The subject of the agreement

- 3.1.** The subject the Contract is the transfer of the non-exclusive right of use of the Software as defined above to the Client, limited in time to the term of the present Agreement and the Purchase Order as per point IV.
- 3.2.** QC declares and warrants that it owns the copyright of the Software, in particular with the user rights which permit the transfer to the Client.
- 3.3.** The Client’s usage right shall include the access to and use of the Module(s) of the Software during the Period of Use, and the access to the administrative platforms and the Additional Services during the Access period. QC grants a non-exclusive, non-transferable licence to the Client. If the Client is a Consultant than the licence is transferable licence which transfer right is limited to the third person indicated in the Purchase Order as per point IV (client of Consultant). The Client/Consultant otherwise shall not lend, lease, transfer the license and the usage right without QC’s written consent.
- 3.4.** Client acknowledges that Software and the online surface is under copyright protection, and Client may use them within the frames of the present GTCU. QC is the sole beneficiary of the copyright on the content of the system displayed on the online surface (especially any pictures, audio, text, graphic content, the solutions and unique features of the Software). Clients are not authorized to use these contents for own

purposes other than as prescribed in the present GTCU (copy, publish, multiply, rework etc), such use is only allowed with previous written approval of the QC.

3.5. All rights are reserved by the QC concerning all the elements of the online surface and Software, especially but not exclusively the domain and related sub-domains and pages, its source code, and the advertisement displays.

3.6. QC retains the right to delete the User/Administrator whose activity, without authorization, aims or attempts to copy database, discover source code, upload new content or override content of the online surface/Software, or is suitable for such action.

3.7. Client use the Software at their own risk. QC expressly excludes all liability for damages to the greatest extent as permitted by law (damages caused willfully, and to life, health and integrity are excluded) which originate from the use of the system. QS shall not be liable in any way concerning the anonymous comments of the Users, their meanings and content and the effects and consequences triggered by such comments.

3.8. While using the online surface/Software, Clients are obliged to proceed fairly and with good faith and abstain from actions that breach or could breach third party rights or legal regulations directly or indirectly; and are obliged to have this obligation observed by their Users.

3.9. The Software and its inner structure shall not be reverse engineered, decompiled, and analyzed. Users/Administrators are expressly prohibited from decompiling, disassembling, reverse engineering, or reducing the Software or any components thereof for any purpose whatsoever. Users/Administrators may not unlock or otherwise attempt to discover the source code or underlying algorithms of the Software operating the System. Users/Administrators are expressly prohibited from adapting, modifying, translating or creating any derivative works based in whole or in part of the System or the related Software, and from merging the Software operating the System into any other software. Users/Administrators are expressly prohibited from dividing or reselling right to use the System or the license related thereto and reselling part(s) of it.

4. Conclusion and performance of Contract

4.1. The Contract can be concluded by written purchase orders or by electronic means by voluntary registration (Registration) in the application on the Purchase Order surface in accordance with the special rules (Purchase Order).

4.2. By the conclusion of the Contract the Client states and warrants that he/she is of age (18), he/she is of full legal capacity, his/her capacity for concluding contracts is not limited in any way. In case of concluding the Contract by a legal person, the representative states and warrants, that the legal person is a duly established and operates in accordance with applicable legal provisions and the legal person is not subject to bankruptcy, liquidation, or winding-up procedure and the representative has due authorization to conclude the Contract and to exercise rights and perform obligations under the Contract.

By the conclusion of the Contract the Client undertakes obligation that in case of any change in the data in the Contract/Registration occurs, then the Client shall update the data without delay in order to be up-to-date and complete as per actual data.

4.3. In case of written Contracts the administrator's Registration can be completed by clicking on the link sent by QC in email.

4.4. Clients are liable for keeping entering passwords confidential, please make sure that your password is not accessible for any third person. Clients can change passwords on the "Forgot password" surface.

4.5. The Contract concluded by and between the QC and the Client in accordance with this GTCU shall terminate in case all Purchase Orders are terminated and the Client voluntarily deletes Registration, or if QC deletes a Registration upon request of the Client or due to breach of this GTCU. In case of valid

Purchase Order, the deletion of the Registration is only possible by the Client or based on the request of the Client, at the date of termination of the given Purchase Order.

4.6. Client may delete the Registration by using the link <https://my.quantified.company/admin/organizations> to delete the Registration. Further to this Client may, at any time, can request QC to delete the Registration by sending an e-mail to the support@quantified.company e-mail address or by written request sent to the company address. After receiving the deleting request, QC will delete the Registration without delay.

4.7. In absence of stricter provision of this GTCU in case of breach of this GTCU, QC can block or delete the Registration of the Client. In such case the QC shall advise the Client accordingly.

4.8. After deletion of a Registration, the registration data cannot be restored, therefore if the Client wants to use the Software again a new Registration is required. QC retains the right to reject the Registration of a Client, at its own discretion, whose Registration was either blocked or deleted previously due to breach of the GTCU. For this purpose Supplier will save compulsory registration data of the Clients (Name/ Company name, Seat / Address).

4.9. QC excludes liability for damages that results from registering mistaken data or registering false data willingly, and also for technical problems while input of data.

4.10. For the transfer of the user rights under the present GTCU, Client shall pay user fee (hereinafter: User Fee); in case of a free-of charge service this will be recorded in written format.

4.11. Additional services and fees for them

QC offers access to the following services during the use of the Software. Specification of the order and fees of the particular services can be elected in the Purchase Order/on the Purchase Order surface.

4.11.1. Support. Assistance in the technical use of the system.

4.11.2. Consultancy. Consultation to specify the organizational goals needed for the initiation of certain Modules, and to use the system optimally (semantical questions, scheduling).

4.11.3. Analysis. The analysis and categorization of the data collected with the Software, which is not provided by the system.

5. Payment conditions

5.1. The Parties lay down the subject-matter, remuneration, and the possible schedule of instalments of the order in Purchase Order/Purchase Order Surface. The Client shall pay the invoice fee within 30 days from the date of issue. In case of a delay in payment the Client shall pay QC default interests governed by the applicable laws.

6. V. Undertakings of the Parties

6.1. Undertakings of the Client

6.1.1. Managing the Administrator account: The Client shall protect the Administrator password protected account. One Administrator account shall be used only by one person. The Administrator shall be liable for any and all activity in the Administrator account.

6.1.2. Clients are solely responsible to ensure adequate internet connection and hardware, software infrastructure necessary to the proper operation of the Software.

6.2. 5.2. Undertakings of the QC

6.2.1. QC undertakes to take any possible efforts to ensure the continuous operation of the Software, and to start the troubleshooting of any occurred errors within 24 hours as of the notification of the error. In case of an interruption in the access to the Software is detected during the usage, the Access period shall be extended by the period of the time of the interruption. Due to the complex nature of computer softwares

QC shall not guarantee that the delivered software will function without any errors or disturbance, and will be compatible with any and all device and software configuration.

6.2.2. QC makes all reasonable efforts to ensure the continuous availability of the system but interruptions may occur due to maintenance or for other reasons. QC has no responsibility or liability for any loss of data due to the interruption of the system.

6.2.3. QC shall not limit the Client's Access period, and grants access for the Client to the Software on an administrator level at any time. QC's dissolution without successors shall be an exception, when QC shall notify the Client at least 2 months prior to the dissolution.

7. Liability

7.1. QC declares, that QC is the sole proprietor of the IP rights of the Software and the QC and has the right of disposal whereby QC can use it or sublicense it under this GTCU.

7.2. QC warrants that no third party has any rights that would restrict or impede the transfer of the rights in this GTCU.

8. Data processing

8.1. Regarding this Agreement QC acts according to the data processing policy accessible through its website under the following address:

<http://www.quantified.company/privacy-policy>In data processing matters the QC is accessible through the following e-mail address: data@quantified.company.

8.2. Parties state that concerning the data processing of User data that are conducted while providing the services under the present Agreement the Client acts as data controller and QC acts as data processor.

8.3. QC shall not be liable for any uploaded data to the Software or their storage, as well as QC shall not be liable and does not take responsibility for any unauthorized copying, transmission or other use of such data by Users/Administrators.

9. Term and termination of the contract

9.1. Term

9.1.1. The contract terms are defined in the Purchase Orders.

9.2. Termination

9.2.1. The Contract shall terminate in the following cases:

9.2.1.1. in case of definite term Purchase Order by the lapse of the definite term, in such case the Client may not terminate the Contract by ordinary termination;

9.2.1.2. if the Parties terminate it with mutual consent, which can be completed in any case by individual agreement;

9.2.1.3. in case of indefinite term Purchase Order after 30 days from submission of a termination notice in written format;

9.2.1.4. through termination notice with immediate effect in case the other Party has committed a material breach: Either Party may terminate this Agreement with immediate effect by written notice to the other Party in the event the other Party has committed a material breach of this Agreement which has not been cured within 10 days as of a written notice of this breach.

9.2.1.5. furthermore, through termination notice with immediate effect in case bankruptcy or liquidation procedure is ordered against the other Party or the other Party resolves on its dissolution without legal successor.

10. Confidentiality

- 10.1.** All facts, information, solution or data which has come to the knowledge of the Parties relating to each other's data, financial situation, business activity, management, shareholder and business connections shall be deemed as business secrets, irrespective of whether the affected party has qualified them as business secrets, and/or has made the necessary measures to protect the secrecy of those.
- 10.2.** The Parties shall be obliged to keep the business secrets in confidence without any time limitation even after the termination of the Contract.
- 10.3.** At request of any party the other party shall return all originals and copies of the disclosed confidential information within 5 workdays and destroy all notes and electronically stored information that contains disclosed confidential information or refers thereto.
- 10.4.** Business secret may be disclosed to a third party only if the other party has approved the disclosure in a prior written notice with specifying the business secret exactly.
- 10.5.** The Parties shall be liable for their employees participating in the performance of this agreement to comply with the confidentiality obligations when fulfilling their tasks.
- 10.6.** QC's confidentiality obligation covers also the engaged collaborator (sub-contractor). QC may disclose the business secret to the collaborator only to the extent it is essential for the performance of this agreement. QC agrees to enforce the collaborator's confidentiality obligation in the agreement concluded with the collaborator according to the terms herein.
- 10.7.** The Client's confidentiality obligation shall cover the engaged sub-contractors, consultants as well, with whom the Client shall conclude confidentiality agreements.
- 10.8.** The Parties shall reimburse to the other Party any monetary and non-monetary damage caused by the breach of the confidentiality obligations. QC's liability for damages – except for damages cause willfully -shall not in any case exceed the amount of the service fee paid by Client to QC for the Services provided.

11. Complaint resolutions

- 11.1.** In case of any complaint concerning the operation of the Software please contact us at support@quantified.company
- 11.2.** In case the dispute between QC and the Client constitutes as a consumer's dispute and is not resolved via negotiations/agreement, then the Client who is treated as a consumer may initiate a procedure of the Consumer Complaint Resolution Body (Békéltető Testület) competent based on the address of the Client or by the seat of QC.

11.3. The data of the Consumer Complaint Resolution Body are available here:
<http://www.bekeltetes.hu/index.php?id=testuletek>

11.4. The Consumer Complaint Resolution Body based on the seat of QC is:

Budapesti Kereskedelmi és Iparkamara mellett működő Budapesti Békéltető Testület

Address: 1016 Budapest, Krisztina krt. 99.

Telephone: 06-1-488-2131

Fax: 06-1-488-2186

E-mail: bekelteto.testulet@bkik.hu

11.5. Clients may also take the following remedies:

- Submit complaint at Consumer Protection Authority
- Initiate court procedure

12. Other provisions

- 12.1.** Questions regarding the conclusion, interpretation, performance and other parts of the Contract shall be governed by the laws of Hungary, especially the provisions of the Copyright Act LXXVI. of 1999 and the Act V of 2013 on the Hungarian Civil Code and Hungarian jurisdiction shall be applied.
- 12.2.** QC is not liable to the Clients or Users or to any other person for failure of the Software due to any force majeure event, such as for example, natural disaster, war, riot, strike, explosion, fire, flood, interruption of transportation, acts of war, terrorism, labor disputes.
- 12.3.** Notices under the Contract shall be delivered by registered mail or similar convenient method, including e-mails, to the seat and contact address of the Parties determined in the Contract/Registration. In case of change of the contact address, the party concerned is obliged to advise the other party accordingly without delay. Damages arising from the failure or delay of notice shall be borne by the party failing to give the proper advice. Notices are deemed to be received by the date of receipt if delivered personally; unless proven otherwise notices sent by e-mail with notice of receipt are deemed to be received if the receipt notice appears in the system of the sender; notices sent via post are deemed to be received by the 2nd day after sending, in case sent by registered post then by the day as indicated on the receipt form as day of receipt; Unless proven otherwise, on the 5th day after the second attempt of delivery it shall be deemed delivered even the Parties do not have confirmation; unless proved otherwise notices sent to abroad by air mail are deemed to be receipt by the 10th days after sending.
- 12.4.** Parties do not accept verbal notices valid. The legal representatives and the contact persons appointed on the Purchase Order or in the Registration are only entitled to make legal statements concerning the Contract. Any statement made by the contact person shall oblige or entitle the party appointing the given contact person.
- 12.5.** Clients may only transfer their rights and obligations arising from the Contract upon previous written approval of QC. By concluding the Contract the Client authorizes the QC to transfer its rights and obligations arising from the Contract wholly or partially to any third party.
- 12.6.** Any dispute arising out of, or in connection with the Contract, its breach, termination, validity or interpretation, shall be subject to the jurisdiction of the court having competence based on the seat of the QC.
- 12.7.** If any part of this GTCU is void or cease to be applicable in the following, the other provisions of this GTCU are in full force and effect.

13. Special rules concerning conclusion of contract by electronic means

- 13.1.** With the registration in the application and with ordering the services (via confirmation on the Purchase Order surface) the Client acknowledges that the order of services creates contractual relationship (Contract) with QC and during the use of the service, the provisions of this GTCU shall prevail. If the Client does not accept this GTCU, the registration cannot be completed and the Client will not be able to access the Software.
- 13.2.** Providing the data indicated with * is compulsory, providing the data which is not labeled accordingly are optional. The purpose of the Registration is to facilitate the use of the Softver as the registration data shall automatically be saved by the entering, and on the other hand the Registration ensures that false orders cannot be submitted or undertaken by misusing someone else's data and password. Please make sure that your user data and password is not accessible for third persons.

- 13.3.** In order to finalize the Registration, please countercheck the given data, and acceptance of the present GTCU and the Privacy Policy is mandatory, which can be completed by clicking “I read and accept” and “I read and I expressly consent to the QC as Data controller to process my personal data in accordance with is Privacy Policy” after scrolling down the texts. Following this the Registration is completed by clicking “Submit registration”.
- 13.4.** Upon a successful Registration QC sends confirmatory e-mail to Client, who can login into the application after confirmation of registration.
- 13.5.** In case an already registered Client does not remember the password, then a new one-time login password can be requested to be sent via e-mail by QC after clicking on “Login”, then clicking on “Restore password”.
- 13.6.** The Contract constitutes as a contract concluded electronically. QC advises the Clients that the Contract concluded with QC for the use of the Software does not constitute as a written contract, these Contracts are not filed by the QC, therefore the Contract will not be accessible.
- 13.7.** Concerning termination of Contract provisions of point 9.2 shall apply.
- 13.8.** QC furthermore advises the Clients, that via the application Hungarian and English language are available for concluding the Contract. Notices concerning the Contract and the languages of contact shall also be Hungarian or English.

14. Special rules concerning conclusion of contract through a third party (Distributor / Partner).

- 14.1.** Distributor and Partner, based on separate agreement with QC, in their own name and in accordance with own pricing, are entitled to retail the Software, by which sale-purchase the client of the Distributor/Partner will be entitled to use the Software with the conditions applicable for Client.
- 14.2.** In such case the licence agreement to use the Software is concluded by the Distributor/partner and its client - with the conditions as described in the present GTCU (except if the Distributor/Partner undertakes additional obligations); the Client shall pay fee for the Distributor/Partner according to the invoice of the Distributor/Partner; Distributor/Partner shall settle accounts with QC in accordance as agreed in their separate agreement.
- 14.3.** In such case claims of the Client concerning the use of the Software and related thereto can only be validated against the Distributor/Partner.
- 14.4.** Based on separate agreement of Distributor/Partner and QC, as a security for performing the payables of Distributor/Partner to QC, the Distributor/Partner assigns all of its claims toward its clients arising from the use of the Software to QC. Based on this in case the Distributor/Partner does not perform its payables contractually to QC than QC is entitled to notify the Client on the assignment of claims and after such notification the Client shall be obliged to perform the due payments to QC directly.