

## END-USER LICENSE AGREEMENT

### PASSBY[ME]

#### 1. INTRODUCTION

- 1.1. This PassBy[ME] End-User License Agreement (“EULA”) is made between Microsec Ltd. (corporation validly established and existing under the laws of Hungary having its seat at H- 1033 Budapest, Ángel Sanz Briz út 13. [Graphisoft South Park, Building C], phone number: +36-1-505-4444; fax number: +36-1-505-4445; e-mail: [info@microsec.hu](mailto:info@microsec.hu); hereinafter: "**Microsec**") and the user (hereinafter: "**User**"). Microsec is a registered qualified trust service provider according to the EU Regulation No. 910/2014 of the European Parliament and of the Council (hereinafter: “**eIDAS**”) and a registered trust service provider according to Hungarian laws.
- 1.2. This EULA governs access to and use of the PassBy[ME] software developed and owned by Microsec and the associated services granted by Microsec ("**PassBy[ME]**"). This EULA is available on the online platforms where the clients of Microsec may request mobile electronic signature certifications.
- 1.3. In case the User requested a mobile electronic signature certification from Microsec, User is required to download the PassBy[ME] mobile application (hereinafter: “**Application**”) to its device to be able to create electronic signatures with the use of a mobile device. The mobile certification service is provided by Microsec under a separate contract covering the mobile electronic signature certification of the User.
- 1.4. All the services provided by Microsec for the User under this EULA are free of charge.

#### 2. PASSBY[ME]

- 2.1. PassBy[ME] is a Software-as-a-Service (SaaS) solution providing the following main functions:
  - 2.1.1. **Second-factor authentication:** PKI secured mobile verification.
  - 2.1.2. **Transaction authorization:** electronic signature of online transactions.
  - 2.1.3. **Mobile signature:** eIDAS compliant electronic signature.
  - 2.1.4. **Secured messaging:** signed receipts of messages as proof of delivery.
- 2.2. The PassBy[ME] software is capable of providing all the functions listed in Section 2.1, however, for a User using the Application solely for services granted by Microsec, Microsec currently only provides the mobile signature function listed in section 2.1.3. Microsec may provide the other functions listed in Section 2.1 for the User at any later point of time without the modification of this EULA. Microsec provides the User with appropriate information on its website or via email should any of these functions become available.
- 2.3. An electronic document created via PassBy[ME] is only deemed to be equivalent with a written document and have full legal effect (private document representing conclusive evidence) under the eIDAS and the Hungarian law, if a qualified digital certificate issued by a trust service provider has been used. Microsec does not provide any digital certificates under this EULA. Due to technical reasons, Microsec cannot guarantee that PassBy[ME] is compatible with all of the qualified digital certificates available.
- 2.4. PassBy[ME] is built on and/or complies with the following main industry standards and recommendations:
  - Payment Card Industry Data Security Standard (PCI DSS)
  - MasterCard Site Data Protection Program (SDP)
  - VISA Cardholder Information Security Program (CISP)
  - Federal Financial Institutions Examinations Council, USA (FFIEC Internet Authentication guidance)
  - PKI – Public Key Infrastructure
  - rfc 5280 - Internet X.509 Public Key Infrastructure Certificate and CRL Profile
  - rfc 2560 - X.509 Internet Public Key Infrastructure Online Certificate Status Protocol (OCSP)
  - rfc 4043 - Internet X.509 Public Key Infrastructure Permanent Identifier
  - rfc 5246 - The Transport Layer Security (TLS) Protocol
  - SCEP - Simple Certificate Enrolment Protocol draft-nourse-scep-23
  - NTC 3161 – Internet X509 Public Key Infrastructure, Time-Stamp Protocol (TSP)
  - ETSI 101 903 V1.2.2, V1.3.2, XML Advanced Electronic Signatures (XAdES)

### 3. ACCEPTANCE AND CHANGES OF THE EULA

- 3.1. The Parties conclude the EULA by electronic means via Microsec’s website (on the online platforms where the clients of Microsec may request mobile electronic signature certifications) by clicking on the “I have read and accepted the End-User License Agreement of the PassBy[ME] mobile application necessary to use the requested mobile electronic signature certificate.” before the installation of the Application.
- 3.2. Microsec, in its sole and absolute discretion, may revise and change the PassBy[ME] and this EULA from time to time and the most current version will always be available on the online platforms where the clients of Microsec may request mobile electronic signature certifications. If a revision, in Microsec's sole and absolute discretion, is material, Microsec will inform the User via a message in PassBy[ME]. User agrees that the use of and/or access to PassBy[ME] following the effective date of any revisions constitutes User’s acceptance of the revised EULA. If User does not agree with the revised EULA, User may terminate it under the rules of this EULA, after which the User is no longer eligible for the access to or use of PassBy[ME].

### 4. SCOPE OF USE

- 4.1. It is free to install the Application. User shall activate the Application on the device by capturing the activation data given by Microsec.
- 4.2. User must provide accurate and complete information and keep the User’s personal account (hereinafter: “User **Account**”) updated. The User Account is non-transferrable and shall not be sold or otherwise shared with any other person. User may have more than one registered device under the same User Account.
- 4.3. User is solely responsible for maintaining the security of the User Account and fully responsible for all activities that occur under the User Account and any other actions taken in connection with the Account. User should never publish, distribute or post login information for the User Account. User must immediately notify Microsec of any unauthorized uses of the User Account or any other breaches of security. Microsec will not be liable for any acts or omissions by the User, including without limitation any damages of any kind incurred because of such negligence or breaches.
- 4.4. If User violates the EULA, Microsec may suspend or terminate the User Account without notice in line with Section 7.3. In that case, User may not create a new User Account unless Microsec formally invites the User.
- 4.5. User agrees that Microsec will not be liable to the User or to any third party for any suspension or termination of its User Account or any refusal of any access to or use of PassBy[Me]. User is solely responsible for ensuring that the access to and the use of PassBy[ME] is in compliance with all laws, rules, and regulations applicable to the User.
- 4.6. The storage function of the User Account is limited in time as follows:
  - 4.6.1. The documents uploaded by the User will be automatically deleted 24 hours after the upload.
  - 4.6.2. The content of the User Account and all related data will be automatically deleted within 10 working days after receipt of the termination notice referred to in Section 7.2 (termination of the contract under this EULA), except for the case described in . of this EULA, when the retention period described in Section 7.3 applies.
  - 4.6.3. The transaction data is available for six months for User with an existing contract under this EULA.
  - 4.6.4. Microsec automatically deletes the transaction data five years after the date of the transaction.
- 4.7. User agrees to read any document posted on the passbyme.com website relating to the usage of PassBy[ME] and to comply with the instructions and conditions specified therein.
- 4.8. Most of the PassBy[ME] functions require to have access to internet connection. Unless the Users’ devices are connected to the internet through a Wi-Fi connection, the PassBy[ME] will access the internet through a mobile network, which may result in additional charges depending on the payment plan. In addition, the enjoyment of some features of PassBy[ME] may be affected by the suitability and performance of the device hardware or data access.
- 4.9. The User is responsible for the cost of the User’s equipment and to ensure that the User’s equipment meets the system requirements of PassBy[ME], including obtaining updates or upgrades from time to time from your mobile device service provider in order to continue using PassBy[ME]. Microsec may

modify system requirements or PassBy[ME] at any time. MICROSEC DOES NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR MOBILE DEVICE, COMPUTER OR ANY OTHER DEVICE WILL BE COMPATIBLE OR FUNCTION WITH PASSBY[ME], NOR DOES MICROSEC WARRANT OR ACCEPT ANY LIABILITY FOR OPERATION OF YOUR PERSONAL EQUIPMENT USED TO ACCESS TO PASSBY[ME]. Necessary equipment may include: a mobile device, Internet access, 3rd party software, etc.

4.10. The Application is not capable of protecting its keys when the device is rooted. These devices should be considered as unsafe and compromised and may not be used for PassBy[ME] authorization. The Application does not contain any solution to detect rooting or any malicious activity. It is forbidden to download the Application from elsewhere than the official store of the operating system of the User's device (App Store, Google Play Store). User must comply with the respective rules of the operating system and the official store.

## 5. USER CONTENT

5.1. User is responsible for all content uploaded or created in PassBy[ME] by the User.

5.2. User agrees to use PassBy[ME] to upload or create messages and documents that are proper and appropriate. By way of example, and not as a limitation, User agrees that when using PassBy[ME] User will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- upload or create any content that is unlawful or promotes unlawful activities;
- upload or create any content that is inappropriate, profane, defamatory, obscene, indecent;
- upload or create any content that is spam, constitutes unauthorized or unsolicited advertising, chain letters, or any form of lottery or gambling;
- upload or create any files that contain images, photographs, software or other material protected by intellectual property laws, unless User owns or controls the rights thereto or have received all necessary consent to do the same;
- upload or create files that contain viruses, Trojan horses, worms, cancelbots, corrupted files, or any other similar software or programs that may damage, disrupt or limit the operation of another's device or any other property;
- impersonate any person or entity, including any employees or representatives;
- violate any authentication or security measures;
- violate the privacy of any third party;
- violate any other applicable laws or regulations.

5.3. Microsec shall not monitor, review or by any means access the content of the files uploaded or created by the User, even if the User explicitly requested so. Nevertheless, Microsec reserves the right to disclose, edit, refuse to post or remove any information or materials should that be necessary to satisfy any applicable law, regulation, legal process or governmental request.

5.4. Microsec shall not be liable for any loss, deletion, removal or failure of delivery of the uploaded or created content.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1. PassBy[ME] is a Software-as-a-Service (SaaS) product. Microsec does not sell PassBy[ME] to the User, only provides the rights specified in this EULA.

6.2. Microsec – unless contractual or legal regulations state otherwise – is the exclusive owner of all intellectual property rights relating to PassBy[ME] (hereinafter: “**Intellectual Property Rights**”). Intellectual Property Rights mean current and future worldwide rights under patent, copyright, trade secret, trademark, and other similar rights. Intellectual Property Rights extend to the whole PassBy[ME] software and its parts separately as well. Under this EULA, Microsec shall withhold all rights relating to PassBy[ME], therefore Microsec does not transfer to the User and any other third parties any rights, title, and interest except for those that the User is entitled to according to explicit and compulsory legal regulations or this EULA.

6.3. Microsec grants the User a limited, personal, non-exclusive, non-transferable, revocable right solely to install the Application on the User's device(s), implement, store and display the Application, and to access and use the PassBy[ME] services via the Application.

6.4. User shall not infringe the Intellectual Property Rights. User is not entitled to

- reproduce, multiply or create derivative works from PassBy[ME];
- lease, rent, lend, distribute, transfer, sublicense PassBy[ME] to a third person with or without a consideration or publicly display it;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms of PassBy[ME];
- modify, extend, transform the PassBy[ME] (in whole or in part), to separate it into parts;
- sell or re-sell PassBy[ME].

6.5. By providing Microsec any feedback, suggestion, recommendation or request (hereinafter: “**Feedback**”) relating to PassBy[ME], User grants a worldwide, non-limited, irrevocable, royalty-free right to use, reproduce, distribute, transfer, sell, sublicense, publicly display or exploit in any other manner the Feedback. User warrants that it has all rights to share the Feedback with Microsec.

## **7. TERM AND TERMINATION**

7.1. The EULA is effective between the contracting parties until the termination of the contract under this EULA.

7.2. User may terminate the User Account and the contract under this EULA anytime with immediate effect by deleting the Application from User’s every device and simultaneously sending a termination notice to Microsec in email. . Upon sending the termination notice User shall no longer use PassBy[ME] and delete the Application from all of his or her devices. The User acknowledges that the deletion of the application does not constitute the termination of the contract under this EULA. The User may only terminate the contract under this EULA by sending a termination notice to Microsec. In case the User deletes the Application, however, does not send a termination notice to Microsec, Microsec will be unaware of the User’s intention to terminate the EULA and will not delete the information stored by Microsec relating to the User Account, considering that the EULA is still in force. Microsec excludes all liability pertaining to the storage of such User Account data which is the result of the User’s omission to notify Microsec of User’s intention to terminate the contract under this EULA.

7.3. Microsec may terminate the contract by a notice (termination by notice) or without a notice (termination without notice).

7.3.1. Termination by notice means the termination of the contract without any cause, which shall take effect 30 days following the date of Microsec’s notification.

7.3.2. Termination without notice means the immediate termination of the contract. In that case, Microsec provides a period of 30 days to the User to access and save the User Account data without using any other functions of PassBy[ME]. Microsec may terminate the contract without notice in case of a serious violation of the EULA committed by the User. User’s violation is deemed serious, inter alia, in the following cases:

- User endangers the security or availability of PassBy[ME];
- User violate the provisions of Section 5.2 or Section 6;

7.4. Microsec will not have liability for any termination of the contract under this EULA.

## **8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

8.1. THE PASSBY[ME] AND ANY ADDITIONAL SERVICE ARE PROVIDED "AS IS". TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THIS EULA, MICROSEC DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, LACK OF MALWARE, USAGE OR TRADE PRACTICE. USER IS RESPONSIBLE FOR MAINTAINING AND BACKING UP ANY STORED DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM MICROSEC OR THROUGH ACCESS TO OR USE OF THE SERVICES OF PASSBY[ME] SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE EULA.

8.2. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PASSBY[ME] AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE PASSBY[ME] IS AT THE USER’S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE USER.

- 8.3. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR MICROSEC’S OR USER’S INDEMNIFICATION OBLIGATIONS, MICROSEC AND ITS AFFILIATES, SUPPLIERS, EMPLOYEES, PARTNERS, LICENSORS AND DISTRIBUTORS IS NOT LIABLE UNDER THIS EULA FOR ANY (I) DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR (III) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), EVEN IF MICROSEC KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 8.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SOME FORM OF DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE USER. NOTWITHSTANDING THE FOREGOING, MICROSEC’S TOTAL LIABILITY TO USER FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF USER’S USE OF PASSBY[ME], SHALL NOT EXCEED 100 EUR .

## 9. INDEMNIFICATION

- 9.1. The User will indemnify, defend, and hold harmless Microsec against and from any third-party claims resulting from any negligence or wilful misconduct of the User in the performance or non-performance of its obligations under this EULA or in any way related to this EULA.
- 9.2. If a claim of copyright, patent, trade secret, or other intellectual property rights violation is made against the User relating to PassBy[ME], the User agrees to immediately notify Microsec, allow Microsec to control the litigation or settlement of such claims, and cooperate with the Microsec in the investigation, defence, and/or settlement thereof. Microsec agrees to take control of the litigation and shall not indemnify the User. User may participate in the litigation process at its own expense. If such a claim is made or, in the Microsec's opinion, is likely to be made, Microsec may suspend or terminate the contractual relationship under this EULA.

## 10. PRIVACY

- 10.1. Microsec respects privacy and takes data security seriously. You can find information about how Microsec collects and uses personal data by reading the Privacy Policy available at the website of Microsec [www.e-szigno.hu](http://www.e-szigno.hu).
- 10.2. Microsec may process third-parties’ personal data as a data processor by providing some functions of PassBy[ME] (e.g. document uploading, messaging). In such cases, Microsec assumes that the data controller (User, hereinafter in connection with data protection provisions: “**Data Controller**”) have a lawful legal basis to process the personal data. According to Article 28 of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council; hereinafter: “**GDPR**”), processing by a processor shall be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller. Annex 1 includes the Data Processing Agreement that governs the legal relationship between Microsec and User regarding the cases where Microsec qualifies as a data processor to ensure that any potential data processing in relation to the use of PassBy[ME] is in accordance with GDPR. The Data Processing Agreement is an integral part of this EULA, therefore applicable throughout the term of the contract under this EULA.

## 11. INFORMATION RELATING TO EULA CONCLUDED BY ELECTRONIC MEANS

- 11.1. Since Microsec and the User conclude this EULA by electronic means, Microsec informs User of the following matters:
- 11.1.1. Technical steps to be taken in order to conclude the EULA: see Section 3.1
  - 11.1.2. The concluded EULA is not deemed to be made in writing, it will be filed and archived by Microsec, and the EULA will be accessible for the User if it will be requested.
  - 11.1.3. Technical means for identifying and correcting input errors made in the course of electronic processing before the User makes the legal statement: User can modify any data inserted in the online forms until sending the online request to Microsec regarding the issuance of a mobile electronic signature certificate. The process of requesting a

mobile electronic signature certificate may not be finalized until the User agrees to the terms of the present EULA. .

11.1.4. The language offered for the conclusion of the EULA: Hungarian or English.

11.1.5. Microsec is not bound to any code of conduct (e.g. code of conduct issued under the Hungarian unfair commercial practices regulation).

## 12. MISCELLANEOUS

12.1. GOVERNING LAW This EULA is governed by the Hungarian law.

12.2. EXCLUSIVE JURISDICTION The contracting parties submit all their disputes arising out of or in connection with this EULA to the exclusive jurisdiction of the Budapest District Court for the II. and III. Districts or the Székesfehérvár Regional Court depending on the case.

12.3. NOTICES All communications and correspondence between the parties related to this agreement shall be in Hungarian or English.

12.4. COMPLAINTS In case User has any complaints regarding PassBy[ME], User shall send the complaint in an e-mail to [info@microsec.hu](mailto:info@microsec.hu). Microsec will investigate and assess User's complaint, and Microsec will respond and provide information to the User within 30 days. User also has the right to lodge the complaint to the relevant conciliation panel (Budapesti Békéltető Testület; address: H-1016 Hungary, Budapest, Krisztina körút 99.; phone number: +36-1-488-2131; e-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)) in line with the Hungarian consumer protection regulation.

12.5. ENTIRE AGREEMENT This EULA contains all the terms and conditions of the agreement between Microsec and User. The EULA supersedes all previous oral or written arrangements, agreements or declarations between the contracting parties, and these earlier communications shall not be taken into account in the interpretation of the EULA.

12.6. SEVERABILITY If any provision of the EULA is considered to be invalid or unenforceable, it shall not affect the other provisions. If any provisions of the EULA are found invalid by the competent court, all other terms and conditions of the EULA remain in force, if contracting parties had intended to conclude the EULA without the invalid part. The contracting parties shall take all reasonable steps to replace the invalid or unenforceable provision with a valid and enforceable provision that best replaces the original provision in terms of its purpose and effect.

12.7. NON-WAIVER The failure of a Party to insist upon or enforce strict performance of any of the terms of this EULA or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to enforce such terms or rights on any future occasion.

12.8. ASSIGNMENT User may not assign or transfer the contractual relationship under this EULA or any rights or obligations under this EULA without the written prior consent of Microsec. Microsec may not assign the contractual relationship under this EULA or any rights or obligations under this EULA or any other legal documents made by the contracting parties in relation to the subject of this EULA without providing notice to the User, except Microsec may assign the contractual relationship under this EULA or any rights or obligations under this EULA or any rights or obligations under thereof to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is invalid.

12.9. FORCE MAJEURE Neither party shall be liable for the non-, defective- or late-performance of the EULA if it is caused by a force majeure event. If a force majeure event occurs, the concerned party shall notify in writing the other party without delay. An unavertable event is considered as force majeure if it is arising from reasons beyond the parties control, especially (i) qualified extraordinary situation (state of national crisis, a state of emergency, state of danger, installation of the special legal order) or any other situation that can be defined as a disastrous situation, irrespective of the actual announcement of the qualified extraordinary situation, or the announcement of a catastrophe, (ii) strike or any similar work stoppage, with the exception of the work stoppage carried out by the employees of the Party. During a force majeure event, the EULA is suspended in that part where the performance of the EULA is not possible due to the force majeure event.

## **Annex 1 - Data Processing Agreement Between the Data Processor and the Data Controller Based on the GDPR**

### **1. The Purpose of Data Processing**

- a) The purpose of the data processing by Microsec (hereinafter: “**Service Provider**” or “**Processor**”) is to perform the services under the EULA. This Data Processing Agreement shall apply only to the data uploaded or shared by the User in the PassBy[ME].
- b) The Service Provider cannot, in the context of normal operation, access any documents and texts—i.e. personal data as defined in the GDPR (hereinafter: “**Personal Data**”)—uploaded or otherwise created by the User (hereinafter: “**Document**”) in PassBy[ME]. Microsec will only have the right defined in the EULA to access the Document.
- c) Pursuant to the above, data processing operations by the Processor are limited to the storage of the Personal Data, however, the Processor may check the Document in order to make sure that the Data Controller is using PassBy[ME] in accordance with the EULA. Accordingly, the Processor will not be aware of the kind of Personal Data that appear in the Document, nor whom the data subjects and what the purpose of processing may be, unless it is necessary to satisfy any applicable law, regulation, legal process or governmental request. Concerning the Personal Data appearing in the Document, the User shall represent that it had obtained the data subjects’ consent to data processing or that it has other legal grounds regarding data processing. The User shall furthermore examine whether the data processing complies with the principles of purpose limitation and minimum data as laid down in the data protection rules. The User shall be obliged to act with particular diligence in the case of Personal Data constituting special data based on the Data Protection Rules. The Processor will not be subject to any liability whatsoever in case the Data Controller uploads or create such document that contains unlawfully obtained or stored Personal Data. Should the Processor incur any damage despite that, the User shall be obliged to fully indemnify the Data Processor.

### **2. The User’s Rights and Obligations**

- a) The User shall process Personal Data in line with the data protection laws.
- b) The User acknowledges that the Service Provider will have no access to Personal Data while providing the PassBy[ME] service, unless it is necessary to satisfy any applicable law, regulation, legal process or governmental request. So the User will not have the right to give any data processing related instructions to the Service Provider that would require accessing the Personal Data. In particular, the Service Provider cannot correct, delete or block Personal Data, nor cancel data processing in respect of a data subject’s Personal Data.
- c) While this Data Processing Agreement remains in effect, the User shall be obliged to retain its authorisation to control the Personal Data (i.e. it must have an appropriate legal basis for processing the data subject natural persons’ data throughout the entire duration of the Service).
- d) As the controller, the User itself shall be obliged to provide the data subjects with the information prescribed by the data protection laws about their data processed under the Data Processing Agreement. To this end, the User will take into consideration the information provided in the Service Provider’s Privacy Policy.

### **3. The Service Provider’s Rights and Obligations**

- a) The Service Provider may not use Personal Data for purposes other than those specified in the EULA and this Data Processing Agreement.
- b) The Service Provider shall be obliged to process Personal Data in compliance with the applicable data protection laws.
- c) The Service Provider will make available all information to the User that may be necessary to certify compliance with the data processor’s obligations specified in this Data Processing Agreement and the data protection laws.
- d) The Service Provider will consent to the User conducting the data protection audit prescribed in the GDPR.
- e) The Service Provider will process Personal Data during the term of the contractual relationship between the parties. The expiry of the EULA between the parties will result in the expiry of this Data Processing Agreement.
- f) The Service Provider is entitled to transmit the Personal Data in the mandatory cases prescribed by the data protection laws, upon being called to do so by a competent court or the Data Protection

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

- g) The Service Provider shall ensure that individuals authorised to access files containing Personal Data commit to a non-disclosure obligation or that they will be subject to an appropriate non-disclosure obligation based on legislation.

#### **Data security**

- h) The Service Provider will make any and all technical and organisational arrangements that may be required to preserve the confidential nature and integrity of the Personal Data, furthermore to ensure their accessibility (and will document such arrangements appropriately), moreover will be obliged to safeguard the Personal Data from unauthorised use.
- i) The Service Provider shall regularly review the effectiveness of the technical and organisational arrangements it uses.

#### **Managing personal data breaches**

- j) In the case of a personal data breach, including the breach of data security to a degree that may lead to the inadvertent or unauthorised destruction, loss, alteration, disclosure or the unauthorised accessing of Personal Data, the Processor shall be obliged to take all necessary steps required by the Data Protection Rules.

### **4. Returning or Destruction of Personal Data**

- a) In case the Service Agreement expires for any reason whatsoever, the Service Provider will delete Personal Data (or the documents containing Personal Data) in compliance with the EULA.

### **5. Transmission of Personal Data**

- a) The Service Provider will not transmit Personal Data to any country outside the European Economic Area (EEA). Having regard to the fact that the Service is also accessible—in case of internet connection—from countries outside the European Economic Area (EEA), the Processor will perform the transmission of requested Personal Data in such cases, however, the User having requested the data transmission shall bear any and all liability associated with such data transmission (particularly establishing the secure IT environment required for data transmission).

### **6. Subprocessors (subcontractors)**

- a) The Service Provider currently does not engage any subprocessors in providing its service under the EULA. Should this happen, the Service Provider will notify the User before implementing the change by way of the amendment of its Privacy Policy, at the same time indicating the new subprocessor's company name, registered office and the service it is to provide.
- b) The Service Provider shall be obliged to regularly audit the performance of its subprocessors, and will be liable for the conduct of its subprocessors as if it had acted on its own.

### **7. Data Protection Audit**

- a) During the term of this Data Processing Agreement the User and/or a reputable independent third-party auditor the User designates will have the right to examine the Service Provider and its subprocessors' facilities, moreover to verify whether or not the Service Provider operates its data protection system in compliance with the provisions set out in this Data Processing Agreement, if it is suspected that the Processor fails to comply with any provision in this agreement.
- b) Notwithstanding the above, this audit may not extend to the examination of data belonging to the Service Provider's clients, furthermore will not grant access to information related to the Service Provider's security systems/measures. The Processor must be notified about audits initiated by the User at least 30 days in advance. The notification shall reason the necessity of the audit and shall describe its envisaged scope. Audits may not trigger the unreasonable interruption of the Processor's workflows, and may not exceed a duration of 30 days, which may be extended once in justified cases. Auditing may not involve (i) direct access to the qualified trust service provider's IT systems and premises, (ii) disturbing the Processor's employees and causing significant extra work for them. To avoid any misunderstanding, the Parties confirm that the User will bear the costs related to data protection audits.

