

General Terms and Conditions

1. SERVICE PROVIDER DETAILS

Name, Registered Seat and Postal Address of Service Provider

Company name of Service Provider: DATATRONIC Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (hereinafter referred to as „Service Provider”)

Short name: DATATRONIC Kft.

Registered seat: 1163 Budapest, Lillafüred utca 10/b.

Company registration number: 01-09-711125

Tax identification number: 12941076-2-42.

Bank account number: 10918001-00000058-08820005

Website Address of Service Provider:

Website: www.datatronic.hu

E-mail: info@datatronic.hu

Hosting service provider: : DATATRONIC Kft.

2. Inspection body contact details

(1) Consumer protection issues are dealt with by the Pest County Government Office (address: 1088. Budapest, József krt. 6., telephone number: +36 1 459-4843, e-mail address:

fogyved@pest.gov.hu).

(2) The Economic Competition Office (GVH) (1026 Budapest, Riadó u. 1-3.; mailing address: 1391 Budapest 62. Pf.: 211., phone number: 1/472-8900; fax: 1/472-8905; www.gvh.hu) It is advisable to contact the office in matters of deceiving consumers, or applying business methods that unreasonably limit consumers' freedom of choice, and abusing economic dominance.

3. AIM, STRUCTURE AND SCOPE OF GENERAL TERMS AND CONDITIONS

(1)The Service Provider provides its services(hereinafter: Service) specified in these Terms of Use and General Terms and Conditions (hereinafter: GTC), accessible via the www.datatronic.cloud website (hereinafter: Portal) according to the conditions detailed below to all users who accept the provisions of these Terms and Conditions, taking into account Act No. V of 2013 on the Civil Code. (Ptk.), CVIII of 2001 on certain issues of electronic commercial services and services related to the information society. TV., CXII of 2011 on the right to self-determination of information and freedom of information as well as XLVIII of 2008 on the basic conditions and certain limitations of economic advertising. TV. provisions.

(2)The personal scope of these GTC covers the Service Provider and all natural, or legal entity (Customer) who order a service offered by the Service Provider on the Service Provider's website (www.datatronic.cloud).

(3)These Terms and Conditions shall take effect from the day of 09.07.2023. and shall remain in force up to the time of that withdrawal.

(4)Language of the contract: English

(5)The Service Provider shall inform the Customer of any amendments, or changes affecting future terms of use at least 30 days before the changes take effect, in the section containing the General Terms and Conditions of the Portal to the Customer's Account.

4. CONTRACT PROVISIONS

4.1 Registration

(1) Ordering the service(s) is subject to registration. Registration is free. Registration can be done through the Portal, by clicking on the "Registration" button and filling out the registration form completely and correctly with real data. The prerequisite for registration is the acceptance of these Terms and Conditions and the Data Management Information.

(2) In the course of registration, the Customer must provide the following data:

- surname and first name
- notification telephone number
- e-mail address
- password

(3) Before finalizing the registration, the Customer can check the accuracy of the given data. After successful registration, it is possible to modify or correct any data in the Customer's own Account any time. In the event of changes in the Customer's data, the Customer must update that through his Account.

(4) The Service Provider is not responsible for damages resulting from the inaccuracy of the data provided during registration.

(5) The Customer is responsible for the confidentiality of the identifiers required to use the service, especially his password, and is also responsible for all activities that took place by using his identifier and password. The Customer must immediately inform the Service Provider of any illegal use of its access or any breach of security.

(6) The Service Provider sends the Customer an automatic confirmation e-mail about the completion of the registration, to the e-mail address provided by the Customer during registration.

(7) The Service Provider handles the personal data provided during registration in accordance with the Data Management Notice.

4.2 Service(s) available to the Customer

The Service Provider provides the following service(s):

1. VPS (virtual private server) service

2. Additional services indicated on the Portal

List of services may change based on the Provider's offer

The special contractual conditions for individual services are included in Annex No. 2 of these General Terms and Conditions.

4.3 Ordering the service(s).

(1)After registration, the Customer can order the desired service by filling out the order form and, depending on the content of the service, can specify the individual parameters of the service he wants to order (in the case of ordering a VPS service, the size of the RAM, the number of processor cores, the size of the storage space)

Before finalizing the order, the Customer can check the accuracy of the given data and parameters. Before submitting the order, the Customer must provide his billing information (billing name, billing address).

(2)Before finalizing and submitting the order the Service Provider draws the Customer's attention to the fact that the sending of the order results in a payment obligation for the Customer to be fulfilled towards the Service Provider.

(3)The Customer acknowledges and accepts that the Service Provider is not in charge of damages resulting from the Customer's communication of incorrect or invalid data and/or data not updated by the Customer, where the inclusion of incorrect data and the updating of the data is considered a circumstance falling under the Customer's responsibility.

(4) If the special service conditions for individual services do not provide otherwise, after submitting the order -, the service ordered by the Customer will be activated immediately, with the condition that in the case of credit payment the proper amount of credit is available. The Customer is being informed about the activation by the system in a pop up window.

(5)By submitting the order the Customer acknowledges and accepts that he is entering into a contract with the Service Provider.

(6)The contract is not considered a written contract, it is filed by the Service Provider and kept for 5 years after the termination of the contract with the Customer. The Service Provider is not subject to the provisions of any code of conduct. The language of the contract is English.

4.4 THE FEE OF SERVICE, THE PAYMENT OF FEES, THE METHOD AND TIME OF INVOICING

(1)The Contracting Parties agree that the Service Provider is entitled to a fee (hereinafter referred to as: "Fee") specified in Annex I for the provision of Service. The Service Provider sets the Service Fee in euros in all cases by ensuring that every Customer can pay in HUF as well. If payment in HUF is chosen, the conversion will take place on the basis of the MNB exchange rate valid on the 24th day of the month. The notice sent by the Service Provider to the Customer on the 25th day of the month in accordance with paragraph (4) of point 3.4 of these Terms and Conditions, includes the fee specified in euros and the used exchange rate as well.

(2)The Customer shall pay the Service Fee to the Service Provider, as follows:

a., **Monthly fee:** In the case of monthly fee, the customer is obliged to pay monthly in the manner specified in the 3rd paragraph.

b., **Credit:** The Service Provider provides the Customer with the opportunity to purchase credit for himself with occasional bank card payments, which he can upload and store in his user account. The credits purchased in this way can be used by the Customer to use the services in such a way that the Service Provider deducts the credit required to maintain the service every hour. The Customer is entitled to use the service as long as the available credits cover it. The Customer is entitled to purchase additional credits at any time. In the case of purchasing credits, the Customer must accept the Data Transfer Statement contained in point (3) b.).

(3) When paying the monthly fee, the Customer can choose from the following payment methods:

Recurring bank card payment (SimplePay)

PayPal payment (this payment method is not yet available)

Recurring bank card payment is a function of the bank card acceptance provided by SimplePay, which means that with the bank card data provided by the Customer during the registration transaction, new payments can be initiated in the future without re-entering the bank card data. In the case of recurring bank card payment the details of the order will be registered at OTP Mobil Kft. (1138 Budapest, Váci út 135-139. B. ép. 5. em.), as a third party, in respect of which the **Customer must accept the following Data Transfer Statement:**

I understand that the following personal data stored by the Datatronic Kft. (1163 Budapest, Lillafüred utca 10.) in the user database of <https://datatronic.cloud> will be transferred to OTP

Mobil Kft., as a data processor. The range of data transmitted by the data controller is as follows: email address.

The nature and purpose of the data processing activity carried out by the data processor can be viewed in the SimplePay Data Management Notice, at the following link:

<http://simplepay.hu/vasarlo-aff>

The Customer accepts the Data Transfer Statement by sending the order.

By sending the order, the Customer also accepts the following Card Registration Statement: "By accepting this statement, I agree to the use of Recurring Payments, so that payments after the successful registration transaction, initiated on the www.datatronic.cloud website in the future will be initiated by the Service Provider without re-entering the bank card details and without my consent per transaction.

Attention(!): bank card data is handled in accordance with the card company's rules. Neither the Service Provider nor SimplePay has access to bank card data. The Service Provider is directly responsible for repeated payment transactions initiated by the Service Provider wrongly or illegally, and any claims against the Service Provider's payment service provider (SimplePay) are excluded. I have read this information, I acknowledge and accept its content."

If PayPal payment is chosen, the Customer can pay via the PayPal online payment system. By pressing the "Payment" button, the interface redirects the Customer to the PayPal page, where the Customer completes the payment after entering his data. More information about the PayPal system can be found at <https://www.paypal.com/hu/home>.

The Service Provider always issues an electronic invoice for the amount paid by the Customer, which is sent to the e-mail address provided by the Customer during registration. The Customer irrevocably consents to the issuance of an invoice in electronic form. The invoice must be kept by the Service Provider for 8 (eight) years from the date of issue.

In the case of Recurring Payment, the previous month's Service Fee will always be deducted on the 1st day of the following month, with the fact that if the deduction is unsuccessful (i.e. the Customer's account does not have the necessary funds to deduct the monthly fee), the Service Provider will attempt the deduction daily until the 4th day of the month. By the 25th of each month, the Service Provider sends a notice to the Customer via e-mail, which includes the amount of the Service Fee to be deducted on the 1st of the following month.

If the Customer owes fees, the natural person Customer is obliged to pay the Service Provider an interest for default in accordance with the Civil Code. 6:48 8. § while in the case of a non-natural person Customer it is in accordance with the Civil Code 6:155 §

If the Customer does not pay the fee even after the deadline indicated in the notice regarding the settlement of the fee debt, the Service Provider has the right to restrict the Service until the debt is settled. The Service Provider shall immediately terminate the limitation due to the fee owed at the Customer's request, if the Customer eliminates the reason for the limitation, and the Service Provider becomes aware of this in a credible manner.

If the Customer's payment delay exceeds 30 calendar days, the Service Provider is entitled to terminate the contract with immediate effect.

Termination of the contract for any reason - immediate termination by the Customer not included - does not affect the Customer's obligation to pay the fee owed.

4.5 Duration and TERMINATION OF SERVICE CONTRACT

The contract - if the special contract conditions for the given service do not stipulate otherwise - is concluded for an indefinite period starting from the day service starts.

The Customer - if he does not owe the Service Provider a fee - is entitled to terminate the Contract concluded for an indefinite period at any time with a 30-day term of notice in writing. The notice period for normal termination of the Contract by the Service Provider is also days.

The special contractual terms and conditions applicable to individual services (Annex 2) may differ from those contained in this clause, in which case the provisions contained in the special contractual terms and conditions relating to the given service will be the normative.

Either Party is entitled to terminate the Contract by extraordinary notice, if the other party seriously violates its obligations arising from this contract.

5. Suspension and restriction of services

Suspension of service

(1) Suspension of the Service may take place in order to protect Hungary's interest of national defense, national security, economic and public security in the manner prescribed by law.

The Service may be suspended:

a.) due to the transformation and maintenance of the network, the replacement of technical equipment necessary for the provision of the service - which may not exceed 1 day per calendar month. In these cases the Customer must be informed by the Service Provider at least 10 days before the suspension.

b.) in case of an unexpected and unavoidable external cause, event

The Service Provider publishes information about the planned suspension on the Portal and sends it to the Customer's Account as well.

If the service is suspended for an unforeseen and unavoidable reason, the Service Provider is not responsible for any damages that may occur in connection with the suspension.

Restriction of service

The Service Provider is entitled to limit the use of the Service if the Customer owes a fee and should notify the Customer of this limitation.

In addition to applying the restriction, the Service Provider sends a notice to the Customer, in which he draws his attention to the settlement of the debt by setting a deadline. The Service Provider can terminate the restriction immediately upon request, if the Customer eliminates the reason for the restriction, and the Service Provider becomes aware of this in a credible manner.

6. INFORMATION FOR CUSTOMERS considered as consumers

In this Chapter, the term "Customer" shall mean "Customer who is considered a consumer".

6.1 Withdrawal

On the basis of § 20 of the Government Decree, the Customer has the right to withdraw, which right is exercised by the Customer within fourteen days from the date of conclusion of the contract for the provision of services by using the sample declaration that forms Appendix No. 1 of these General Terms and Conditions, or by using the relevant clear you can practice it by means of a declaration.

In the event of cancellation by the Customer, the Service Provider shall immediately, but no later than within fourteen days of becoming aware of the cancellation, refund the entire amount paid by the Customer as consideration, including the costs incurred in connection with

the performance.

The Customer is given a refund by The Service Provider by using the same payment method the client previously used . Based on the express consent of the Customer, the Service Provider may use another payment method for the refund, but the Customer may not be charged any additional fees as a result.

With regard to the management of the Customer's personal data, the Service Provider complies with the Regulation of April 27, 2016 on the protection of natural persons with regard to the management of personal data and the free flow of such data, as well as the repeal of Regulation 95/46/EC (general data protection regulation) EU)2016/679 of its obligations under the Parliament and Council Regulation.

The Service Provider refrains from using any content other than personal data provided or created by the Customer, generated during the use of digital content or digital services provided by the Service Provider, unless

such content cannot be used in connection with the digital content or digital service provided by the Service Provider,

applies exclusively to the Customer's activities during the use of digital content or digital services provided by the Service Provider,

has been merged with other data by the Service Provider and it cannot be separated, or could only be separated with a disproportionate effort, or

was produced by the Customer together with other persons, and other consumers may continue to use it.

With the exception of points a), b) or c) of paragraph (5), the Service Provider shall, at the Customer's request, make available to the Customer all content other than personal data provided or created by the Customer during the use of digital content or digital services provided by the Service Provider .

The Customer is entitled to download the digital content free of charge, without restrictions, within a reasonable time, in a commonly used and machine-readable data format

In the event of withdrawal from the contract, the Service Provider may - without the offense of paragraph (6) - prevent the Customer from continuing to use the digital content and the digital service, in particular by making the digital content and the digital service inaccessible to the Customer, or the Customer's user account by disabling it.

In case of withdrawal from the contract, the Customer refrains from using the digital content or digital services and from making them available to third parties.

The Service Provider specifically draws the Customer's attention to the fact that in the case of ordering a service that is automatically activated immediately after the order is placed (for example: VPS service), the Customer expresses his request by sending the order that the Service Provider start performing the service before the expiry of the cancellation deadline and the Customer expressly acknowledges that he may not exercise his right of cancellation in relation to this service. If the Service Provider, at the express request of the Customer, has started performance before the expiry of the cancellation period, and the Customer terminates the contract after the start of performance, he is obliged to notify the Service Provider of the cancellation by the time to pay a fee commensurate with the service provided to the Service Provider. The amount to be paid proportionately by the Customer shall be determined on the basis of the total amount of the consideration established in the contract plus tax. If the Customer proves that the total amount determined in this way is excessively high, a proportionate amount must be calculated based on the market value of the services performed up to the date of termination of the contract. In the application of this paragraph, when determining the market value, the consideration for the same service of the enterprises performing the same activity at the time of the conclusion of the contract must be taken into account.

6.2 Accessory Warranty

In the event of defective performance by the Service Provider, the Customer who is considered a consumer may assert a liability claim against the Service Provider in accordance with the rules of the Civil Code.

The Customer - at his choice - can make use of the following accessory warranty claims:

a.) He can request repair or replacement, except if the fulfillment of the claim chosen by the Customer is impossible or would involve disproportionate additional costs for the Service Provider compared to the fulfillment of other demands.

b.) If the Customer did not or could not request the repair or replacement, he can request a proportional reduction of the compensation or - as a last resort - withdraw from the contract. In the case of a contract for the provision of digital content or the provision of digital services, the Customer may not repair the defect himself at the expense of the Service Provider, or have it repaired by someone else, within the framework of exercising his accessory warranty rights. The Customer may switch from his optional warranty right to another, but the Customer shall bear

the cost of the switch, unless it was justified or the Service Provider provided a reason for it.

The Customer is also entitled - in accordance with the severity of the breach of contract - to request a proportional delivery of the compensation, or to terminate the contract for the provision of digital content or the provision of digital services,

if the repair or replacement is impossible, or it would result in disproportionate additional costs for the Service Provider

the Service Provider has not fulfilled its obligations according to paragraph 4.

a performance error occurred repeatedly, despite the fact that the Service Provider attempted to make it conform to the service contract;

the performance error is so serious that it justifies an immediate price reduction or the immediate termination of the contract, or

the Service Provider did not undertake to make the service conform to the contract, or it is clear from the circumstances that the Service Provider will not make the service conform to the contract within a reasonable time or without significant harm to the consumer's interests.

In the case of exercising the warranty right for repair or replacement, the Service Provider - without causing significant inconvenience to the Customer, taking into account the nature and purpose of the digital content or digital service - is obliged to make the performance conform to the contract within a reasonable time from the notification of the defect by the Customer, free of charge.

In the case of exercising the warranty right for repair or replacement, depending on the technical characteristics of the digital content or digital service, the Service Provider may choose the method of making the digital content or a digital service compliant with the contract.

The delivery of compensation is proportionate if its amount is equal to the difference between the value of the service actually provided to the Customer and the amount owed to the Customer in the event of performance in accordance with the contract.

If the contract provides for a continuous service provided over a specified period of time, the proportional delivery of compensation must refer to the period during which the service was not in accordance with the contract.

If the Customer wishes to terminate the contract citing faulty performance, the Service Provider is responsible for proving that the fault is insignificant.

If the Service Provider provides digital content or provides a digital service, or undertakes to do so, and the consumer provides only personal data, or undertakes to provide such data on behalf of the company, the consumer is entitled to terminate the contract even in the event of an insignificant error, however, the proportional delivery of the compensation you cannot claim it

The consumer's right to terminate the contract can be exercised with a legal statement addressed to the Service Provider expressing the decision to terminate.

If the Service Provider does not comply with its obligation to perform the digital service, the Customer is obliged to call the Service Provider to do so. If, despite the Customer's call, the Service Provider fails to provide the digital content or digital service without delay or within the additional deadline agreed by the parties, the Customer may terminate the contract.

The Customer may terminate the contract without calling the Service Provider to perform, if the Service Provider has not undertaken to provide the digital content or provide the digital service, or it is obvious from the circumstances that it will not provide the digital content or will not provide the digital service; or based on the agreement of the parties or from the circumstances of the conclusion of the contract, it is obvious that performance at the specified time is essential for the Customer, and the Service Provider fails to do so.

In case of termination of the contract, the Service Provider is obliged to refund the total amount paid by the Customer as consideration. However, if the performance was according to a fixed-term contract before the termination of the contract, the consideration for this period does not have to be refunded. In the latter case, the part of the compensation that applies to the period of non-contractual performance must be refunded, as well as the compensation paid in advance by the Customer, which would have been for the remaining duration of the contract if the contract had not been terminated.

If the Customer requests a proportional reduction of the compensation or is entitled to terminate the contract, the Service Provider is obliged to fulfill its reimbursement obligation immediately, but no later than fourteen days after learning of the exercise of this right.

The Customer is given a refund by The Service Provider by using the same payment method the client previously used . Based on the express consent of the Customer, the Service Provider may use another payment method for the refund, but the Customer may not be charged any additional fees as a result.

The costs related to the refund are borne by the Service Provider.

Complaints, Legal enforcement options

The Customer may submit complaints in connection with services or the Service Provider's activities at the following addresses:

Levelezési cím: 1163 Budapest, Lillafüred utca 10/b

Telefonszám: +36 70 392 7242

E-mail: info@datatronic.hu

The Service Provider assigns an identification number to the verbal complaint announced by phone, of which the Customer shall be informed. A verbal complaint should be investigated immediately and remedied as necessary. If the Customer does not agree with the handling of the complaint, or the immediate investigation of the complaint is not possible, the Service Provider is obliged to record the complaint and its position on it without delay, and send a copy of it to the Customer at the latest at the same time as the substantive response contained in paragraph (3).

The Service Provider must respond to the written complaint within thirty days in writing . The Service Provider is obliged to keep the record of the complaint and a copy of the response for three years and present it to the inspection authorities upon request. If the Service Provider rejects the complaint, it must state the reasons for this in the response. In this case, the Service Provider is obliged to inform the complainant in writing. The information must also include the headquarters, telephone and internet contact details, and mailing address of the competent authority and the conciliation body based on the Customer's place of residence or stay. The information must also include whether the Service Provider has made a general declaration of submission.

If the consumer notices a violation of its consumer rights, it can file a complaint with the consumer protection authority responsible for its place of residence. After evaluating the complaint, the Authority decides on the conduct of the consumer protection procedure. The first-level official tasks for consumer protection are carried out by the competent district offices according to the consumer's place of residence, a list of them can be found here:

<http://jarasinfo.gov.hu/>

In order to resolve disputes related to product quality, safety and the application of product liability rules, as well as to the conclusion and performance of the contract, the Customer may initiate proceedings at a conciliation body working alongside the competent professional chamber based on the Customer's place of residence or temporary place of residence.

The Customer is entitled to assert his claim arising from a consumer dispute in court.

Online dispute resolution platform

The European Commission has launched a new platform that makes it easier for consumers and traders to resolve online disputes related to online shopping.

The online dispute resolution platform is available at the following link:

<https://webgate.ec.europa.eu/odr>

If a problem arises with the product or service ordered on the Internet, the Customer can fill out the complaint form in three simple steps by clicking on the provided link. Another advantage is that the Customer and the Service Provider can complete the full dispute resolution procedure online.

7. DATA MANAGEMENT, DATA SECURITY

The Service Provider keeps the personal data of the Subscribers confidential and in accordance with the relevant laws and regulations in force, ensures the security of these data, takes the necessary technical and organisational measures, and establishes the rules of procedure which are necessary to enforce the Act CXII of 2011 on informational self-determination and freedom of information and provisions on data protection and confidentiality of other legislation in force.

The detailed rules of data management and data protection are contained in the Data Protection Declaration.

The Service Provider processes the personal data managed by the Customer as a data controller solely on the basis of the Customer's instructions - including the transfer of personal data to a third country or international organization - unless the data management is required by EU or member state law applicable to the Service Provider as a data processor. In this case, the Service Provider will notify the Customer of this legal requirement through the data management process, unless notification of the Customer is prohibited by the relevant legislation due to important public interest.

The Service Provider, as a data processor, cannot make substantive decisions regarding data management, and may not carry out data processing or data management for its own purposes.

The Service Provider, as a data processor, takes appropriate organizational and technical measures in relation to data security in order to guarantee a level of data security appropriate to the degree of risk, including, among other things, where applicable:

a., ensuring the continuous confidentiality, integrity, availability and resilience of the systems and services used to process personal data;

b., in the event of a physical or technical incident, the ability to restore access to and availability of personal data in a timely manner;

c., a procedure for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures taken to guarantee the security of data processing (data management).

With regard to the obligation undertaken in point b.), the Customer expressly acknowledges that it is his responsibility to order a backup and the frequency of the backup, so if the Customer does not request a backup or requests it with insufficient frequency, the Service Provider will not fulfill the obligation undertaken in point b.) , or is only able to comply in a limited way, and therefore the Authorized Person bears no responsibility. When determining the appropriate level of security, the risks arising from data management must be specifically taken into account, especially from the accidental or unlawful destruction or loss of personal data transmitted, stored or otherwise handled, resulting from its alteration, unauthorized disclosure, or unauthorized access to them.

Taking into account the nature of the data processing, the Service Provider, as a data processor, helps the Customer, as a data controller, with appropriate technical and organizational measures, to be able to fulfill its obligations under the relevant GDPR with regard to responding to requests related to the exercise of the Customer's rights contained in chapter 3.

The Service Provider, as a data processor, assists the Customer as a data controller in accordance with Articles 32–36 of the GDPR. (Security of data management, Notification of a data protection incident to the supervisory authority, Informing the data subject about a data protection incident, Data protection impact assessment, Preliminary consultation), taking into account the nature of the data management and the information available to the Service Provider.

The Service Provider, as a data processor, provides the Customer, as a data controller, with all information that is necessary to verify the fulfillment of obligations, and which enables and facilitates audits performed by the Customer or another auditor commissioned by the Customer at the Service Provider, as a data processor, including on-site inspections . The Service Provider informs the Customer if it believes that any of its instructions violate this GDPR or the data protection provisions of the Member States or the EU.

The service provider shall notify the Customer of the data protection incident immediately after

becoming aware of it, but no later than within 24 hours of becoming aware of the data protection incident. In the above mentioned notification :

the nature of the data protection incident must be described, including – if possible – the categories and approximate number of those affected, as well as the categories and approximate number of data affected by the incident;

the name and contact details of the data protection officer or other contact person providing additional information must be provided;

the likely consequences of the data protection incident must be described; as well as the measures taken or planned by the Service Provider to remedy the data protection incident including, where applicable, the measures aimed at mitigating any adverse consequences resulting from the data protection incident.

If the Service Provider receives a request from any interested party for the exercise of one or more of the rights provided for in the GDPR, it is obliged to inform the interested party that it should contact the Customer directly with its request and at the same time it is also obliged to inform the Customer of the request without delay.

Based on Article 30, Paragraph 2 of the GDPR, the Service Provider keeps records of all categories of data processing (data management) activities performed on behalf of the Customer.

By accepting these GTC, the Customer gives general authorization to the Service Provider to receive additional data processing requests. Before commissioning the additional data processor, the Service Provider is obliged to notify the Customer in advance in writing, which notification must also include the determination of the data processing activities to be performed by the additional data processor, with the provision that the Client may raise a justified objection to the additional data processor within 10 days of the notification.

If the Service Provider also uses the services of an additional data processor for specific data management activities carried out on behalf of the Customer, it imposes the same data protection obligations on this additional data processor through a contract established on the basis of EU or Member State law or another legal act, as stated in this point 6 or in other legal acts, in particular so that the further data processor must provide adequate guarantees for the implementation of appropriate technical and organizational measures and thereby ensure that the data management meets the requirements of the GDPR. If the other data processor does not fulfill its data protection obligations, the Service Provider who commissioned him is fully responsible to the Customer for fulfilling the obligations of the other data processor.

8. FINAL PROVISIONS

The parties agree to apply Hungarian law to the contract and the legal disputes arising from it. In matters not regulated in these general terms and conditions, the provisions of the Hungarian legislation in force at any time shall govern, in particular CVIII of 2001 on certain issues of electronic commercial services and services related to the information society. act, the Civil Code, 45/2014 on the detailed rules of contracts between the consumer and the business. (II. 26.) Government Decree 373/2021 on the detailed rules of contracts between consumers and businesses for the sale and purchase of goods and the provision of digital content and digital services. (VI. 30.) Government decree and the provisions of data protection legislation.

Annex No.1.

Withdrawal/termination statement sample

Please fill it out and return it only in case of intention to withdraw/terminate the contract)

Addressee: DATATRONIC Trading and Service Limited Liability Company (1163 Budapest, Lillafüred utca 10/b)

I/we, the undersigned, declare that I/we exercise my/our right of withdrawal/termination regarding the contract for the sale of the following product(s):

(Please indicate here the service that serves as the contract's subject):

Date of conclusion of the contract / date of receipt: (Please mark and enter the appropriate data here)

Name(s) of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s): (only in the case of a statement made on paper)

Dated:

Annex No.2.

Special contractual terms and conditions for each services

2/A. VPS Service

The Service Provider provides a virtual infrastructure service based on a VPS service to the Customers, within the framework of which it provides access to a virtual server with technical parameters (combination of processor capacity, virtual storage space size, network access, etc.) corresponding to the configuration chosen by the Customer.

The service provider is obligated to provide the service specified in the contract on an annual 99.5% availability, which does not includes pre-announced maintenance, attacks directed at disrupting the service by third parties, and the vis major period.

The Customer is solely responsible for the correct management and operation of the applications selected and running in the virtual server environment.

The Service Provider does not make backups of the content uploaded by the Customer within the framework of the Service

The Customer has the right to modify certain parameters of the VPS at any time after activating the service - within the limits provided by the Service Provider, therefore the Service Provider checks the parameters of the VPS every hour and the Service Fee to be paid by the Customer is determined taking this into account for both credit and monthly fee subscriptions.

The Customer is entitled to cancel the rented VPS at any time and thereby terminate the contract for the use of the VSP service. With the cancellation of the VPS by the Customer, the service contract is terminated, so in the case of Recurring Payment, the Service Provider will only deduct a service fee proportional to the service used up to the date of termination on the due date (1st day of the month following the termination of the contract), in the case of payment by credit, after the day of termination from the Customer's credits no further

deductions will be made.

The Customer acknowledges and accepts that he is fully responsible for all information and content stored on the server. The Customer acknowledges that:

- It is forbidden to place on the server materials that violate the law, violate copyright or good taste;
- It is forbidden to place and run program code on the server that may cause damage or is not suitable for running on a distributed system, or that slows down the server significantly, prevents its normal operation;
- All attacks aimed at blocking the service, attempts to violate identification and security measures, and other unauthorized attempts to access customer IDs, computers or networks are prohibited;
- It is prohibited to place or upload content that contains unauthorized applications and scripts, or which overloads the database systems or causes the server to malfunction
- It is forbidden to post content that overloads the infrastructure, internet connection lines or hardware of the Service Provider or others
- It is forbidden to post content that threatens the security of other Internet users' IT systems or data protection or, which endangers the safety or privacy of any other Internet user (for example through viruses, password generators or the like)
- It is forbidden to post content that can be identified as music, sound, video, film and similar files for which the Customer does not have rights or copyrights to use, or other rights necessary for their dissemination and distribution
- It is prohibited to post content that contains any information that damages the good reputation of the Service Provider
- It is prohibited to post any content in respect of which the Service Provider is legally notified by a third party within the framework of a notification removal procedure, and which you request to be removed.