



GENERAL TERMS AND CONDITIONS

THE DRIVER INTELLIGENCE DATABASE (DIDB) SERVICES

Effective as:
of 15 June, 2022

Version number: GTC_2022_EN_v2

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1. INTRODUCTORY PROVISIONS

1.1. TERMS

Offer Requester	any legal person who notifies the <i>~Service Provider</i> of its request for becoming a <i>~Client</i> , but not deemed as a <i>~Client</i> in the absence of a signed <i>~Individual Service Contract</i>
Offeror	the <i>~Offer Requester</i> which wishes to use the e-membership management service as a <i>~Client</i> and pays the contract preparation fee to the <i>~Service Provider</i>
Price List	a document used for regulating the individual prices, forming an integral annex of the <i>~Individual Service Contract</i>
GTC	the General Terms and Conditions applicable to the use of the <i>~DiDb system</i> by the <i>~Client</i>
DiDb physical card	a card owned by SECTRAN and protected by encryption and a PIN code, used for identifying the driver in the <i>~DiDb system</i> , for the use of which card the <i>~DiDb member</i> has been granted exclusive rights of use for the entire duration of its membership
DiDb e-card	an online card protected by a DiDb PassCode, used for identifying the driver in the <i>~DiDb system</i> , which is available through the <i>~SECTRAN mobile application</i>
DiDb operator	any natural person appointed by the <i>~Client</i> and trained for using the <i>~DiDb system</i> , subject to an obligation of full confidentiality
DiDb system	the software ensuring the operation of the driver Intelligence Database
DiDb member	a driver registered in the <i>~DiDb system</i> with a unique <i>~DiDb membership number</i> , can only be a natural person
DiDb membership number:	the unique six-digit registration number of the <i>~DiDb member</i> , which is automatically generated upon registration.
DiDb card number	a unique identification number generated during the registration of drivers registered in the <i>~DiDb system</i> . Its format: 111111/AB99-yyyymm, where the first six digits are the driver's unique DiDb membership number, the next two letters indicate the driver's country of birth, 99 is a technical number and yyyymm indicates the year and month when the driver's enrolment to the <i>~DiDb system</i> was initiated
pre-registration	the registration activity carried out by the <i>~Client</i> during the e-registration service element of the e-card membership management service
Parties	the <i>~Service Provider</i> and the <i>~Client</i> jointly
Website	the www.didb.eu website
List price	the list of prices applicable at any given time to the use of the service, available on the <i>~Website</i> of the <i>~Service Provider</i>
SECTRAN mobile app	an application developed for smart phones which allows the <i>~DiDb member</i> to access its <i>~DiDb card</i> used for identification in the <i>~DiDb system</i> , as well as functions for the use of which it has received rights
Service Provider	SECTRAN Kft.
Client	contractual partner of the <i>~Service Provider</i> , which, by concluding the <i>~Individual Service Contract</i> , uses at least one of the services set out in Clause 8 of the <i>~GTC</i> , and can only be a legal entity

1.2. LIST OF LAWS

GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
CCP	Act CXXX of 2016 on the Code of Civil Procedure
Civil Code	Act V of 2013 on the Civil Code

1.3. PURPOSE OF THE GTC

The purpose of the **GTC** is to determine the rights and obligations of the **Parties**, that is, the **Service Provider** and the user of the service or services specified in Clause 8 of these GTCs, i.e., the **Client**.

These GTC are determined unilaterally in advance by the Service Provider for the purpose of concluding contracts, without the participation of the other party, and are not individually negotiated by the Parties. The Service Provider is a legal entity registered in Hungary, so the law of the Member State is the law of Hungary. The legal relationship established on the basis of these GTC is governed by the law of Hungary, and primarily, but not exclusively pursuant to the Civil Code and the Code of Civil Procedure with regard to the nature of the legal relationship.

The Service Provider draws the Customer's attention to the fact that at the same time as the contractual relationship is established in accordance with clause 5, that these are binding on it and considers the provisions of GTC to be standard during the performance of the service.

2. COMPANY AND CONTACT DATA OF THE SERVICE PROVIDER

Name:	SECTRAN KFT.
Registered office:	H-5008 Szolnok, Fazekas Mihály u. 42.
Tax number:	14313965-2-16
EU Tax Number:	HU14313965
Company Registration Number:	Cg.16-09-016061
Represented by:	Tímea Garai, managing director
Contact person:	Eszter Boross, Operations Manager
Contact details:	eszter.boross@sectran.eu
Phone number:	+36 1 784 6830

3. SCOPE OF THE GTC

Material scope

The present GTC cover the use of the Service Provider's services mentioned in Clause 8.

Personal scope

The scope of the GTC extends to both the Service Provider and the Customer. A Customer can only be a legal person.

Temporal scope

The period of validity of these GTC starts on 15 June, 2022 until revoked. With the entry into force of the present GTC, the GTC version GTC_2021_EN_v1 becomes invalid.

4. RULES APPLICABLE TO DOCUMENTS GOVERNING THE CONTRACTUAL RELATIONSHIP

4.1. DOCUMENTS GOVERNING THE CONTRACTUAL RELATIONSHIP

The rules concerning the contractual relationship between the Customer and the Service Provider are contained in the following documents governing the contractual relationship:

- present GTC
- Specific Service Agreement
- Incident Management Rules of DiDb system

In addition to the documents listed in the previous clause, the documents applicable to the contractual relationship, depending on whether the service is used for the DiDb e-card or the DiDb physical card, are the following:

- in case of physical cards:
 - DiDb System User Manual
 - DiDb System Data Processing Manual
- in case of e-cards:
 - DiDb System E-Card Use and Data Processing Manual

4.2. UNILATERAL AMENDMENT OF THE DOCUMENTS GOVERNING THE CONTRACTUAL RELATIONSHIP

Service Provider reserves the right to unilaterally amend the following documents governing the contractual relationship:

- present GTC
- Incident Management Rules of DiDb system
- DiDb System / User Manual
- Manual of Data Control in DiDb System
- DiDb System E-Card Use and Data Processing Manual

If the Service Provider unilaterally amends any document governing the contractual relationship, it is obliged to notify the Customer 15 days before the amendment enters into force.

The notification of the amendment must have the following content elements:

- mention of the document to be amended,
- a reference to the fact that an amendment was performed,
- a brief substantial description of the amendment,
- the date of entry into force of the amendment.

4.3. DEROGATION FROM THE GTC

The Service Provider and the Client may derogate from this GTC by mutual consent in the Individual Service Contract, except for the rules with regard to which the GTCs state that they cannot be derogated from even by mutual consent.

4.4. DEROGATION FROM ADDITIONAL DOCUMENTS

Cannot be deviated from even by mutual agreement:

- Incident Management Rules of DiDb System
- DiDb System/ User Manual
- Manual of Data Control of DiDb System
- DiDb System E-Card Use and Data Processing Manual

5. ESTABLISHMENT OF THE CONTRACTUAL RELATIONSHIP

The contractual legal relationship is established between the Service Provider and the Customer by signing the **Specific Service Agreement** and on the date included therein.

5.1. SPECIAL RULES RELATING TO THE OFFER REQUESTER

The Service Provider reserves the right to review in case of a request received from the *Offer Requester* whether it wishes to establish a contractual relationship with the given legal entity. The Service Provider reserves the right to refuse the request for contract conclusion without giving reasons, and is not obliged to inform the *Offer Requester* of the reasons for refusal. The *Offer Requester* accepts this by notifying the Service Provider of its request for contract conclusion. The *Offer Requester* shall become a *Client* when the contractual relationship is established.

5.2. SPECIAL RULES RELATING TO THE OFFER REQUESTER WISHING TO USE THE DiDb E-MEMBERSHIP MANAGEMENT SERVICE

In addition to clause 5.1., the *Offer Requester* wishing to use the DiDb e-membership management service accepts to be bound by the requirements set out in clause 11.2 relating to making an offer and remuneration.

6. DURATION OF THE CONTRACTUAL RELATIONSHIP

The contractual relationship may be established for a definite or indefinite period of time, the Parties shall specify the duration of the contractual relationship in the **Specific Service Agreement**.

7. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

The contractual relationship shall cease in the following cases as detailed in this clause:

- when the definite period set out in the Individual Service Contract expires
- by mutual agreement of the Parties
- if the contractual relationship for a definite period set out in the Individual Service Contract is terminated by the Service Provider or the Client by ordinary termination
- by extraordinary termination by the Service Provider or the Client
- upon dissolution of the Service Provider or Customer company without legal successor

In all other cases the rules stipulated by the Civil Code shall apply to the termination of the contractual relationship.

7.1. MUTUAL AGREEMENT

The contractual relationship shall be terminated on a date determined by the Parties, if the Parties mutually so agree in writing.

7.2. ORDINARY TERMINATION

A fixed-term contractual relationship may not be terminated by either Party by ordinary notice.

Either Party shall have the right to terminate a contractual relationship of indefinite duration by giving 30 days' notice in writing to the other Party. The Customer or the Service Provider, based on mutual agreement, may individually agree on a notice period longer than the 30-day notice period,

fixed in the Specific Service Agreement. No shorter notice period can be stipulated even in the Individual Service Contract.

7.3. EXTRAORDINARY TERMINATION BY THE CUSTOMER

If the documents governing the contractual relationship pursuant to Clause 4.2. contains provisions unfavorable to the Customer as a result of unilateral amendments performed by the Service Provider, the Customer is entitled to terminate the Contract in writing without further legal consequences within 15 days after receipt of the notification by the Service Provider concerning the amendments.

The Client is entitled to terminate the contractual relationship by extraordinary termination, with immediate effect if the Service Provide commits a serious breach of contract.

Extraordinary termination may only be submitted in writing and by giving detailed reasons for the termination.

7.4. EXTRAORDINARY TERMINATION BY THE SERVICE PROVIDER

The Service Provider is entitled to terminate this Contract with immediate effect if the Customer repeatedly performs improper use of the Service, contrary to the regulations, and the Service Provider has instructed the Customer to comply with the provisions of the regulations in writing and the Customer has not complied with them within the deadline.

Service Provider is entitled to terminate the contractual relationship by extraordinary termination with immediate effect in the event of a serious breach of contract by the other Party.

Extraordinary termination can only be submitted in writing, with a detailed explanation of the reason for termination.

7.5. MUTUAL RULES CONCERNING TERMINATION OF LEGAL RELATIONSHIP

Until the last day of the termination of the contractual relationship, the Parties are mutually obliged to settle accounts with each other, including the settlement of service fees, the return of devices made available to the Parties, and the termination of access rights to use the DiDb system.

8. NAME AND DESCRIPTION OF THE SERVICES

The Service Provider is the sole operator and data controller of DiDb's unique system and online database, the basic purpose of which is to reduce risks and losses related to human factor of companies using the DiDb system by registering drivers of domestic and international freight transport in the system, recording their personal data, identifying them before performing their transportation tasks and continuously qualifying the work they perform.

Service provider provides five different services related to the DiDb system:

- DiDb Database Service
- Membership management service with physical card
- E-membership management service with physical card
- E-card membership management service
- E-card e-membership management service

The services can be used separately or collectively, on the understanding that the Parties must specify in the Individual Service Contract which service or services is or are used by the Client.

The GTC shall hereinafter refer to the service in singular, but it shall apply mutatis mutandis where several services are used.

8.1. DiDb DATABASE SERVICE AND THE SPECIAL RULES APPLICABLE TO IT

The DiDb Database Service is a service provided to a unique whitelist of verified and qualified truck drivers, which enables users (manufacturers, freight forwarders and carriers) to significantly reduce the risks and losses associated with the human factor. During the provision of the service, the Service Provider ensures the conditional transmission of the data of the drivers registered in the DiDb online system with a unique membership number and the qualifications related to the performance of their transport tasks, as well as the connection of the transport-specific data provided by the Customer to the driver's profile. The Service Provider publishes a detailed description of the service on its website.

If the Customer wishes to use the DiDb Database Service, the following must be specified in the Specific Service Agreement:

- place of performance of the Service
- starting date of the Service
- the assets provided by the Service Provider to the Customer for the provision of the Service
- list of the functions of the DiDb system the Customer is authorized to use

8.2. DESCRIPTION OF THE MEMBERSHIP MANAGEMENT SERVICE

By providing the membership management service, the Service Provider undertakes to manage the membership of the drivers belonging to the Client. The membership management activity refers to registration in the DiDb database and/or renewal of membership in the DiDb database by the Service Provider.

During the membership management service, the Service Provider shall act

- in accordance with the provisions of the DiDb System Data Processing Manual in case of drivers having a DiDb physical card,
- and in accordance with the provisions of the DiDb System E-Card Use and Data Processing Manual in case of drivers having a DiDb e-card.

8.3. DESCRIPTION OF THE E-MEMBERSHIP MANAGEMENT SERVICE AND THE SPECIAL RULES APPLICABLE TO IT

Service Provider provides the Customer with the opportunity to perform membership management activities in the DiDb database instead of the Service Provider's customer service offices or outsourced customer service points.

The e-membership management activity refers to the registration in the DiDb database (e-registration detailed in clause 8.3.1.) and/or renewal of membership in the DiDb database (e-registration detailed in clause 8.3.2.) by the Service Provider.

Parties must record in the Individual Service Contract which card type (DiDb physical card or DiDb e-card) and which service element they conclude the contract for.

The Client acts as the fully authorised representative of the Service Provider during the e-membership management, but it is only the Client's DiDb manager who participated in the training

ensured by the Service Provider in a documented manner and was appointed by the Service Provider as a DiDb manager with full right to act that can act in the name of the Service Provider.

In the course of the e-membership management, the Client shall not be deemed as the authorised representative of the driver wishing to establish a DiDb membership or already having a DiDb membership, shall not act in his or her name, as the driver cannot register himself or herself and cannot renew his or her membership for himself or herself. Therefore, there is no assumed conflict of interest as referred to in Subsection (2) of Section 6:13 of the Civil Code during the use of the service element by the Client.

By using the DiDb e-membership management service, the Client undertakes to do its utmost to preserve the integrity of the DiDb system and assumes full civil liability for the data processing activities carried out during the registration and membership renewal activity of the DiDb manager authorised by it, primarily in accordance with the provisions of clause 10.3 relating to contractual penalty. The authorised manager shall have criminal liability for the veracity of the data uploaded by him or her, as well as the identity of the drivers to whom he or she provides an e-membership management service.

8.3.1. DESCRIPTION OF THE E-REGISTRATION SERVICE

The purpose of the e-registration service element is to enable the Client who subscribes to it to *pre-register* a prospective DiDb member in the DiDb system in compliance with the rules set out in these GTCs, but without the actual involvement of the Service Provider. The aim of the service is to promote the DiDb registration of the drivers that belong to the Client and facilitate the administrative procedure relating to registration. The facilitation does not apply to the DiDb member becoming a member, but to the recording of data and documents, as the Service Provider is not actually involved in the registration process.

The driver pre-registered by the Client does not automatically become a full member of the DiDb database given that the driver also needs to conclude a contract with the Service Provider for establishing a membership. The steps of becoming a DiDb member

- are contained in the DiDb System Data Processing Manual for drivers having a DiDb physical card,
- and in the DiDb System E-Card Use and Data Processing Manual for drivers having a DiDb e-card.

8.3.2. DESCRIPTION OF THE E-MEMBERSHIP RENEWAL SERVICE

The purpose of the e-membership renewal service element is to enable the Client who subscribes to it to *renew* the membership of any driver included in the DiDb system, therefore deemed to be a DiDb member in compliance with the rules set out in these GTCs, but without the actual involvement of the Service Provider. The aim of the service is to promote the renewal of the DiDb membership of drivers that belong to the Client and facilitate the administrative procedure relating to membership renewal. The facilitation does not apply to the DiDb membership renewal, but to the recording of data and documents, as the Service Provider is not actually involved in the registration process.

In case of e-membership renewal service carried out by the Client, the membership of the DiDb member shall be extended

- in accordance with the provisions of the DiDb System Data Processing Manual in case of drivers having a DiDb physical card,

- and in accordance with the provisions of the DiDb System E-Card Use and Data Processing Manual in case of drivers having a DiDb e-card.

9. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

The services are provided by the Service Provider as specified in these GTC.

The Service Provider shall provide the service in accordance with the provisions of the Specific Service Agreement from the date specified in it.

It is not the Service Provider's responsibility to make the assets provided and / or used by the Customer suitable for the use of the service.

In cases where the Service Provider has to perform installation, maintenance or training activities in the service location specified by the Customer, the Customer undertakes to provide the necessary access and work place for the Service Provider, in the event of failure to do so, the Service Provider shall not be liable for any lost service. In addition, Customer undertakes to inform the Service Provider about the operational rules of the location. The Service Provider is obliged to comply with the operational rules in force at the place of service specified by the Customer.

The Service Provider is obliged to ensure the reliable, high-availability operation of the website running at the domain www.didbapp.com, which stands for the basic platform of the Service provided, and to provide and operate it with appropriate security protocols, database backup and storage capacity.

The Service Provider is obliged to provide an assistance service in connection with the provision of the service and the operation of the DiDb software. The service provider is obliged to inform the Customer about the contact details of the assistance service - simultaneously with the installation of the DiDb workstation and the training of the operators.

The Service Provider is entitled to suspend the provision of the service with immediate effect if the Customer does not use it as intended and deviates from the regulations and the Service Provider has warned it in writing and the Customer has not complied with it within the deadline.

The Service Provider has the right to suspend the provision of the service if the Customer runs arrears on some of its payments of due fees and has not settled them within the deadline specified in the preliminary written request for payment.

The Service Provider accepts that the information provided by the Customer regarding the Customer's business (especially related to transportation) is confidential. The Service Provider undertakes to use this information only as set out in the documents governing the contractual relationship, not to publish, make available or otherwise disclose any part or fragment thereof to any other third party without the prior written consent of the Customer, unless it was made publicly available or required by law. The Service Provider shall endeavour, and undertakes to take all reasonable precautions to ensure that such information disclosed orally, in writing or on an electronic data storage medium or otherwise is adequately protected against unauthorized disclosure to any third party.

9.1. RESPONSIBILITY OF THE SERVICE PROVIDER

The Service Provider shall not be liable for any violations committed by drivers with DiDb membership, in particular for violations of the rules, crimes or material damage.

The Service Provider shall not be liable for any damages that may arise due to the failure of the driver identification in the DiDb system.

These disclaimers are accepted by the Customer by signing the Specific Service Agreement.

9.2. PROVISION OF THE EQUIPMENT NECESSARY TO PROVIDE THE SERVICE

If the Service Provider provides the Customer with equipment for the provision of the Service, an itemized list of them shall be included in the Specific Service Agreement. If such equipment is provided by the Service Provider, the following rules apply in connection with the provision of equipment:

- The Service Provider maintains and, if necessary, services the equipment necessary for the provision of the service and provided by it.
- The Service Provider provides the Customer with the training and user materials necessary for the use of the equipment.
- The Service Provider undertakes to start the necessary repair work if any of the devices provided by it malfunctions within 24 hours, i.e. twenty-four hours from the notification, or if this is not possible, it will replace the defective equipment.

9.3. PROVISION OF USER TRAINING NECESSARY TO USE THE SERVICE

9.3.1. USER TRAINING RULES FOR DiDb DATABASE SERVICE:

In case of usage of the DiDb database service, the Service Provider undertakes to provide the training required for the usage of the functions of the DiDb software specified in the Specific Service Agreement to the DiDb operator before the start of the service. The Service Provider provides electronically to the Customer the educational and user materials necessary for the training.

The fees for on-site visits are included in the List of Fees.

The additional special rules for the so-called *superuser* training are included in Clause 10.4.

9.3.2. RULES FOR DiDb OPERATOR TRAINING FOR PHYSICAL AND E-CARD E-MEMBERSHIP MANAGEMENT SERVICES

The Service Provider undertakes to provide the Customer with electronic training and user material for the training required for the use of the pre-registration and the membership management service.

The Service Provider is obliged to provide a unique username and password to the DiDb operators of the Customer, who have been trained and certified the participation with a signed training register, within a maximum of two working days.

10. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

10.1. CUSTOMER RIGHTS

In accordance with the conditions set forth in the documents governing the contractual relationship under Clause 4.1., pursuant to Clause 8 the Customer is entitled to use the service specified in the Specific Service Agreement purposefully, duly and in accordance with its intended use.

10.2. CUSTOMER OBLIGATIONS

The Customer is obliged to provide the user conditions necessary for the use of the services.

The Customer is responsible for the equipment of the Service Provider given to it for use.

The Customer is obliged to use the ordered services in accordance with the regulations, and may not use them for purposes other than those specified in the Specific Service Agreement. If the Customer violates this rule, the Service Provider may apply the following sanctions together or separately, depending on the extent of the breach of contract:

- claiming a penalty,
- suspend the provision of service,
- immediate termination of the Contract.

The Customer is solely responsible for damages resulting from inaccurate or improper use. The following are considered inaccurate or improper use:

- use of the ordered services and the provided equipment, if it is done with the partial or full application of other software not listed by the Parties in the Specific Service Agreement (incompatible or not authorized SW, etc.),
- initiating or implementing unauthorized data transfer (download and upload),
- attempting or performing any unauthorized and / or unprofessional mechanical, physical action on the equipment.

If the Client damages the device provided by the Service Provider by misusing it or using it incorrectly or causes any damage to the Service Provider in any other manner, then it shall have full liability for the damages caused.

Customer agrees to use the features of the DiDb software only through the DiDb operators in accordance with the provisions of the training. The electronic transmission of signed training register to Service Provider is the official method of proving the participation in the training and also the essential condition for issuing the individual accesses.

Customer DiDb operators are required to keep unique IDs secret. The Customer has unlimited liability for damages resulting from unauthorized use.

If there is a change in the operating personnel using the DiDb system, the Customer is obliged to notify the Service Provider immediately. The Service Provider shall not be liable for any misuse resulting from the failure to notify, and in this case the Customer shall be liable without limitation.

The Customer undertakes not to make or attempt to make any changes to the equipment and the DiDb software provided by the Service Provider.

The Customer undertakes to report any malfunctioning to the Service Provider immediately. It shall be deemed to be an immediate report of a possible malfunctioning if the Customer:

- reports the malfunctioning on the online platform of the DiDb system,
- reports the malfunctioning via the DiDb superuser (see Clause 10.4),
- reports the malfunctioning through persons who have received operator training.

The Customer acknowledges that the Service Provider is only entitled to perform service work related to the DiDb system and the equipment provided by the Service Provider. By signing this

Contract, the Customer agrees to the Service Provider using a subcontractor to fulfill its obligations under this Contract in connection with installation, maintenance and repair works.

The Customer is obliged to pay the service fee included in the List of Fees for the Service specified in the Specific Service Agreement, as specified therein.

Before starting to provide the Service, the Customer is obliged to render the essential IT / technical conditions prescribed by the Service Provider.

Minimum IT requirements for using the services:

- processor: at least an Intel Pentium 4 processor or higher that is SSE2 compatible
- RAM: 8 GB
- free disk space: 1-2 GB
- browser: the latest version of Google Chrome
- adequate speed, live internet connection (fixed IP address not required)
- operating system: at least Windows 8 / Mac OS 10.13 / Linux
- optional: Teamviewer for remote debugging

If different IT requirements are required to provide the service used by the Customer, the detailed technical conditions shall be set out by the Customer and the Service Provider in the Specific Service Agreement.

The Customer is obliged to provide continuously, therewith during the term of the contractual relationship, all the conditions necessary for the Service to function and operate in accordance with its purpose and intended use.

10.3. CONTRACTUAL PENALTIES

Customer declares that it is aware that the DiDb software, the DiDb database and the DiDb card reader are the property of the Service Provider and is fully liable for any damages caused to them.

Customer acknowledges that it is not entitled to make copies of the software and the database used by it, as well as any documents containing personal data created in connection with the Service, to store the database on its own data carriers or to make it available to third parties.

These activities are considered defaulter conduct, for which the Service Provider may claim a penalty.

The Client acknowledges its obligations set out in clause 8.2 with regard to the membership management service and those set out in clause 8.3 with regard to the e-membership management service; any breach of these obligations shall be deemed as a conduct in breach, for which the Service Provider may seek contractual penalty.

The amount of the penalty:

- in case of unauthorized data received from the DiDb system: 100, i.e. one hundred euros / data
- in case of unauthorized copied data from the DiDb system: 100, i.e. one hundred euros / data
- in case of use of data from the DiDb system obtained by the Customer for purposes other than those specified in this contract: 50,000, i.e. fifty thousand euros / use
- in case of false data uploaded by the Client into the DiDb system by negligence or intentionally during the use of the e-membership management service: EUR 50,000, i.e., fifty thousand euro/data

10.4. SPECIAL RULES FOR DiDB SUPERUSER

The Client undertakes to appoint at least one person to perform DiDb superuser tasks within its organization, who participates in the DiDb user and superuser training held by the Service Provider and who is responsible for special tasks related to the day-to-day operation of the DiDb system.

In the event of changes in the Service the Service Provider undertakes to provide the DiDb superuser with training related to the areas affected by the change.

The special tasks of the DiDb superuser are in particular:

- monitoring changes in personnel and recording them in the DiDb system as soon as possible or, if this is not possible, reporting the changes to the Service Provider,
- training new operators of the DiDb system,
- keep contact with the technical assistance and DiDb system administrators.

According to data in the signed training register certifying the training, the Service Provider undertakes to prepare all individual usernames and passwords for the trained operators as soon as possible, but within a maximum of 2 working days, and forward them to the DiDb superuser via the DiDb system or by e-mail.

The Service Provider undertakes to provide a free training to the DiDb superuser each time a new client function is added to the DiDb system. The superuser can attend the training in person or online.

DiDb Superuser is entitled to provide a user training to the other users of Customer. This operator trainings is equivalent to the training provided by the Service Provider.

The Customer is obliged to provide training to the all of new operators by its DiDb superuser, to prepare a report on the training with the content specified by the Service Provider and to send it electronically to the Service Provider. The DiDb superuser is obliged to send the usernames and passwords received from the Service Provider to the operators as soon as possible. The DiDb superuser is responsible for ensuring that operators only get their own username and password.

The Service Provider declares that it is up to the Customer to decide solely who it will nominate to become the DiDb superuser. However, the Service Provider reserves the right to notify the Customer if the proposed person is not suitable for the performance of DiDb superuser tasks and thereby jeopardizes the fulfillment of the contractual relationship.

11. FEES AND PAYMENT FOR SERVICES

The currently applicable service fees charged by the Service Provider can be found on the website (www.didb.eu) of the Service as List Prices. The Service Provider may specify discount from the applicable service fees, the amount of the discounts and the period covered by the discount shall be included in the List of Fees.

The Customer is obliged to pay the Service Provider for the services ordered by the Customer and invoiced by the Service Provider in due time. Customer agrees that in case of late payment, the Service Provider is entitled to:

- charge default interest at the rate specified by the Civil Code in force,
- suspend to provide the service upon expiry of the period stipulated in the prior written notice for late payment until fees has been settled.

11.1. LEGAL CONSEQUENCES OF NON-PAYMENT OF FEES

If the Customer fails to pay the due fees for more than 8 days after the unsuccessful expiry of the payment deadline, the Service Provider reserves the right to suspend the Customer's rights and access under these GTC and the Specific Service Agreement until the arrears are settled.

11.2. SPECIAL RULES RELATING TO THE FEE OF THE DiDb E-REGISTRATION SERVICE

If the Offer Requester wishes to conclude a contract for the DiDb e-registration service, it shall be obliged to pay a *contract preparation fee*.

The Service Provider shall issue a proforma invoice to the Offer Requester for the contract preparation fee. Upon the payment of the contract preparation fee to the Service Provider, it shall be deemed that a contractual offer was made, which shall remain valid for 30, i.e., thirty days. If the Offer Requester pays the contract preparation fee, it becomes an Offeror. Within this period the Service Provider shall examine based on clause 5.1 whether it wishes to conclude a contract with the Offeror and it shall make a decision on its intention to conclude a contract at the latest within 30 days from the payment of the contract preparation fee by the Offeror:

- if the contract is not concluded based on the decision of the Service Provider, the Service Provider shall still be entitled to the contract preparation fee, which fact is accepted by the Offeror when paying the contract preparation fee,
- if the contract is concluded based on the decision of the Service Provider and an Individual Service Contract is concluded with the Offeror, the Service Provider shall provide a discount corresponding to the amount of the contract preparation fee from the service fee to be paid in the first month by the Offeror becoming a Client.

The Service Provider shall notify the Offeror of its decision on contract conclusion by electronic means within 30 days. Failing to do so, the Service Provider shall be obliged to pay double the contract preparation fee to the Offeror as contractual penalty.

12. DATA PROTECTION, DATA MANAGEMENT

The terms used in these GTC are the same as defined in Article 4 of the GDPR.

12.1. LEGAL RELATIONSHIP BETWEEN DATA CONTROLLERS AND DATA PROCESSORS

The GDPR allows the data controller to entrust certain data controlling tasks to a third party, who thus becomes a data processor and performs certain operations on behalf of the data controller.

The personal data processed during the operation of the DiDb system are at the disposal of the Service Provider falling into other legal relations that are outside of the relationship between the Service Provider and the Customer included in the GTC, therefore, the Service Provider qualifies as a data controller independent of the Customer. The purpose of the processing of these personal data, all the circumstances of the data processing and all the rights and obligations governing the data processing are determined by the Service Provider.

	Does the Client become a data processor?
DiDb database service	yes (See: 12.2.1.)
Physical card membership management service	yes (See: 12.2.2.)
Physical card e-membership management service	yes (See: 12.2.2.)
E-card membership management service	yes (See: 12.2.3.)
E-card e-membership management service	yes (See: 12.2.3.)

The Customer takes part in the data controlling performed by the Service Provider only and exclusively by carrying out the data processing task detailed in these GTC and the Specific Service Agreement.

By establishing the contractual legal relationship the Customer becomes the data processor of the Service Provider, thus, as stipulated in these GTC and the Specific Service Agreement, a legal relationship between the data controller and the data processor is established between the Service Provider and the Customer, in which the Service Provider is the data controller and the Customer the data processor. These GTCs are also deemed to be a contract to regulate the processing carried out by the processor as referred to in Paragraph 3 of Article 28 of the GDPR.

Customer declares that it has not joined the data certification mechanism under Article 42 of the GDPR. The Service Provider acknowledges this.

12.2. DETAILS OF THE DATA PROCESSING LEGAL RELATIONSHIP

According to the provisions of the GDPR, the Service Provider and the Customer shall record the details of data processing as follows.

12.2.1. DiDb DATABASE SERVICE

If the Customer orders the DiDb Database Service from the Service Provider in the Specific Service Agreement, the Customer shall become the data processor of the Service Provider as follows:

- *the name of the data controlling task in which the Customer manages data on behalf of the Service Provider as a data processor:* operation of the DiDb system
- *subject of data processing:* retrieval, recording and / or modification of personal data within the application of the DiDb system available at www.didbapp.com
- *duration of data processing:* until the termination of the contractual relationship
- *nature and purpose of data processing:* operation of the DiDb system, retrieval of data stored in the DiDb system, recording or modification of data to be stored in the DiDb system with the approval of the parties concerned and in compliance with the provisions of the "Manual of Data Control in DiDb system", the "DiDb system / User Manual", "DiDb system »e-card« Use and Data Processing Manual" and the "Incident Management Rules of DiDb system".
- *type of personal data involved in the data processing (the names of data types for each category can be found in the Manual of Data Control in the DiDb system):*
 - o data for personal identification
 - o data for verification of professional competence and authorised eligibility for the fulfilment of transport assignment
 - o data related to the transport assignment
 - o data of an extraordinary event related to the fulfilment of transport assignment
 - o DiDb membership related data

- *categories of individuals concerned*: a driver who is already a member of the DiDb database

Customer will have access to the following categories of data as well as may carry out a data processing operation as referred to in Article 4 (2) of the GDPR in connection with the following categories of data:

Categories of personal data	personal data		
	retrieval	recording	modification
<i>data for personal identification</i>	yes	no	no
<i>contact data</i>	no	no	no
<i>financial data</i>	no	no	no
<i>data for verification of professional competence to the fulfilment of transport assignment</i>	yes	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	yes	no	no
<i>data of Certificate of Good Conduct (CR)</i>	no	no	no
<i>data related to transport assignment</i>	yes	yes	yes
<i>data of an extraordinary event related to the fulfilment of transport assignment</i>	yes	yes	yes
<i>DiDb membership related data</i>	yes	no	yes

The rules defining the obligations and rights and responsibilities of the Service Provider's data controllers and the Customer's data processors are contained in the further subsections.

12.2.2. DiDb PHYSICAL CARD E-MEMBERSHIP MANAGEMENT SERVICE

If the Customer orders the physical card E-membership Management Service from the Service Provider in the Specific Service Agreement, the Customer shall become as the beneficiary of the service the data processor of the Service Provider as follows:

- *the name of the data controlling task in which the Customer manages data on behalf of the Service Provider as a data processor*: operation of the DiDb system
- *the subject of the data processing*: data recording for the drivers wishing to become a DiDb member with a physical card and drivers wishing to renew their membership in the DiDb system
- *duration of data processing*: until the termination of the contractual relationship
- *nature and purpose of data processing*: the data of the driver, wishing to be registered or renew membership, is verified and recorded by the Customer on didbapp.com platform for the purpose of Service Provider's further data processing and / or membership recruitment process, and is entitled to perform data management operation by processing data with regard to the recording of data in the registration and / or membership validation process. Customer receives unique access to the didbapp.com platform from the Service Provider
- *type of personal data involved in the data processing (the names of data types for each category can be found in the Manual of Data Control in the DiDb system)*:
 - data for personal identification
 - contact data
 - financial data
 - data for verification of authorised eligibility for the fulfilment of transport assignment
 - data of Certificate of Good Conduct (CR)
 - DiDb membership related data

- *categories of individuals concerned*: a driver who is already a member or wishes to become a member of the DiDb database

Customer will have access to the following categories of data as well as may carry out a data processing operation as referred to in Article 4 (2) of the GDPR in connection with the following categories of data:

Categories of personal data	personal data		
	retrieval	recording	modification
<i>data for personal identification</i>	yes	yes	yes
<i>contact data</i>	no	yes	no
<i>financial data</i>	no	no	no
<i>data for verification of professional competence to the fulfilment of transport assignment</i>	no	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	no	yes	yes
<i>data of Certificate of Good Conduct (CR)</i>	no	yes	no
<i>data related to transport assignment</i>	no	no	no
<i>data of an extraordinary event related to the fulfilment of transport assignment</i>	no	no	no
<i>DiDb membership related data</i>	yes	no	no

The rules defining the obligations and rights and responsibilities of the Service Provider's data controllers and the Customer's data processors are contained in the further subsections.

12.2.3. DiDb E-CARD E-MEMBERSHIP MANAGEMENT SERVICE

If the Customer orders the DiDb E-card E-Membership Management Service from the Service Provider in the Specific Service Agreement, the Customer shall become as the beneficiary of the service the data processor of the Service Provider as follows:

- *the name of the data controlling task in which the Customer manages data on behalf of the Service Provider as a data processor*: operation of the DiDb system
- *the subject of the data processing*: pre-registration for the drivers wishing to become a member of DiDb and data recording for the drivers wishing to renew their membership
- *duration of data processing*: until the termination of the contractual relationship
- *nature and purpose of processing*: recording the data of drivers wishing to become DiDb members or to renew their memberships in compliance with the provisions of the “DiDb System E-Card Use and Data Processing Manual”.
- *categories of personal data concerned by the processing*: see the categories marked with “yes”; the names of these categories are contained in the “DiDb System E-Card Use and Data Processing Manual”
- *categories of individuals concerned*: a driver who is already a member of the DiDb database or wishes to become a member of the DiDb database

Customer will have access to the following categories of data as well as may carry out a data processing operation as referred to in Article 4 (2) of the GDPR in connection with the following categories of data:

Categories of personal data	personal data		
	retrieval of data	data recording	modifying data
<i>data for personal identification</i>	yes	yes	yes
<i>contact data</i>	no	yes	no
<i>financial data</i>	no	no	no
<i>data for verification of professional competence to the fulfilment of transport assignment</i>	no	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	no	yes	yes
<i>data of Certificate of Good Conduct (CR)</i>	no	yes	no
<i>data related to transport assignment</i>	no	no	no
<i>data of an extraordinary event related to the fulfilment of transport assignment</i>	no	no	no
<i>DiDb membership related data</i>	yes	no	no

The rules defining the obligations and rights and responsibilities of the Service Provider's data controllers and the Customer's data processors are contained in the further subsections.

12.3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER AS A DATA PROCESSOR

As a data processor, Customer warrants that it complies with the requirements of the GDPR in the course of its data processing activities.

As a data processor, the Customer undertakes to fulfill the following obligations during data processing:

- handles personal data only on the basis of written instructions from the data controller. The document governing the contractual relationship, as well as the training materials provided during the training are qualified as written instructions under Clause 4.1. of the present GTC. As a general rule, the Customer may only carry out its data processing activities on the basis of these documents.
- The Customer warrants that during the data processing it does not perform any operations regarding the personal data beyond the written instructions of the Service Provider.
- Customer warrants that all individuals personally participating in the performance of the data processing activity are subject to the obligation of confidentiality.
- The Customer undertakes to handle personal data only on the www.didbapp.com interface provided and operated by the Service Provider, thus ensuring that its data processing activities comply with Article 32 of the GDPR and the rules on data security contained in the “Manual of Data Control in the DiDb system” and the “DiDb System E-Card Use and Data Processing Manual”.
- The Client develops its organizational system and procedures in such a way as to support the Service Provider in ensuring the rights of the data subject and in complying with the legal regulations related to data protection incident.
- If the GDPR supervisory authority contacts the Customer in connection with the contractual relationship, the Customer is obliged to cooperate with the authority. The Service Provider may not object to the cooperation.
- The Customer undertakes to provide the Service Provider with all the information necessary to prove the fulfillment of the obligations related to the present legal relationship of data processing within 5 working days upon the written request of the Service Provider.

- Contrary to the provisions of Article 30 (5) of the GDPR, the Customer is obliged by all means to keep a written data processing register of the data processing operations performed on behalf of the Service Provider in accordance with Article 30 (2) of the GDPR. Keeping records is the responsibility of the Customer.

12.4. INVOLVEMENT OF AN ADDITIONAL DATA PROCESSOR IN DATA PROCESSING

The Service Provider states that the Customer is entitled to use an additional data processor. If the Customer wishes to use an additional data processor, it shall notify the Service Provider in writing no later than 15 days prior to the planned use. The Service Provider shall decide within 5 days from the receipt of the notification whether to accept the data processor requested by the Customer as an additional data processor.

The rules applicable to the Customer apply to the additional data processor, as the observance by the additional data processor and the enforcement by the Customer of these rules is the responsibility of the Customer, moreover, is fully liable to the Service Provider.

12.5. EXERCISING THE RIGHTS OF THE DATA SUBJECTS

The Service Provider is obliged to ensure the rights of the data subjects provided in Chapter III of the GDPR with regard to data controlled by it. Ensuring these is the obligation of the Service Provider, and the data subject may submit his / her request to the data controller for the exercise of data subject rights.

If the data subject wishes to exercise a right that requires the Customer, the Service Provider and the Customer are obliged to carry out the following procedure:

- the Service Provider examines whether the data subject's claim to enforce rights applies to personal data, the data processing of which is performed by the Customer,
- the Service Provider then examines whether it is able to ensure the right of the data subject without the involvement of the Customer,
- if the Service Provider is able to secure the right of the data subject only with the involvement of the Customer, it shall address a written request to the Customer indicating the specific right of the data subject and describing what measures the Customer is obliged to take to ensure the right of the data subject.
- In connection with action indicated by the Service Provider the Customer shall take action and record it within 5 working days of receiving the request, unless the implementation of the action indicated by the Service Provider would violate the provisions of GDPR or Hungarian data protection legislation, in which case it shall draw the Service Provider's attention to this fact.

12.6. INCIDENT REGARDING DATA PROTECTION

In the event that the personal data processed by the Customer becomes involved in a data protection incident pursuant to Article 4 (12) of the GDPR, the Customer shall notify the Service Provider without undue delay after becoming aware of it.

12.7. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER AS DATA CONTROLLER

The Service Provider is obliged to indicate the Customer as a data processor in all regulatory documents related to its data controlling activity (including in particular, but not exclusively, the information provided pursuant to Article 13 of the GDPR). If the Service Provider does not do so,

the Customer shall not be liable for the damages caused by the present violation of the rights of the data subject.

By concluding this Contract, the Service Provider declares that it can only legally have resort to the Customer's data processing activities in connection with all personal data. If the Service Provider violates this rule and thereby violates the data protection legal regulations or its legal relationship with any other party, it is obliged to bear the full responsibility arising from this. The Service provider acknowledges this.

The Service Provider is obliged to keep records of the data processing activities covered by this Contract in accordance with Article 30 (1) of the GDPR.

12.8. FINANCIAL AGREEMENT

Ügyfél adatfeldolgozó feladatainak ellátásáért díjazásra nem jogosult.
Customer is not entitled to remuneration for the performance of its data processing tasks.

12.9. RESPONSIBILITY

If the Customer acts in compliance with the provisions of the present GTC during the performance of its activities, the Service Provider shall be liable for the Customer's activities as if it had acted itself. In case the Customer causes any damage in the course of its activity:

- the Service Provider and the Customer are jointly and severally liable for the total damage in connection with the compensation of the data subject.
- In addition to the penalty included in 10.3, for the damage suffered by the Service Provider, the Customer is obliged to act in accordance with the general rules regarding damages, unless it can prove that the damage was caused by an improper instruction given by the Service Provider.

The parties are obliged to fully compensate the other party for all pecuniary and non-pecuniary damages caused to each other as a result of the breach of contract.

12.10. COOPERATION WITH THE SUPERVISORY AUTHORITY

The Service Provider and the Customer agree to cooperate with their supervisory authority in the performance of their tasks, upon request.

13. CONFIDENTIALITY

The parties are obliged to keep secret and keep all facts, information, data, solutions known to them during the performance of the contract as business secrets, both during the term of the contractual relationship and after its termination, without any time limit. Parties may not disclose, make available or use for their own purposes information obtained from the other Party without the prior written consent of the other Party. The Parties are also liable with regard to their employees for non-disclosure who are not entitled to be aware of the confidential nature of information concerned. The Parties accept and comply with the Hungarian Act No. LIV. of 2018 on The Protection of Business Secrets with regard to the processing and protection of business secrets.

14. MISCELLANEOUS PROVISIONS, GOVERNING LAW, JURISDICTION

In matters not regulated in these GTC, the Service Provider and the Customer are subject to the relevant legal regulations in force, in particular the provisions of the Civil Code and the GDPR.

The Parties agree that the disputes arising from this Contract shall be settled primarily by negotiations, consultations or other amicable means. In the event of failure to do so, the Parties shall submit their dispute to the proceedings of a court of general jurisdiction specified in the Hungarian Code of Civil Procedure.