

# General Terms and Conditions

These General Terms and Conditions (GTC) include the terms and conditions of use of the CRM System operated as online service by MiniCRM Zrt. company (hereinafter referred to as MiniCRM).

- Abbreviated name of the company: MiniCRM Zrt.
- Name of the company: MiniCRM Szolgáltató és Kereskedelmi Zártkörűen Működő Részvénytársaság
- Company headquarters: 1075 Budapest, Madách Imre út 13-14, Hungary
- Company registration number: 01-10-047449
- Tax number: 23982273-2-42
- EU VAT number: HU 23982273
- Represented by: Norbert Leskó (+36-20-236-7532)
- Email: [help@minicrm.hu](mailto:help@minicrm.hu)

- Server Hosting: T-Systems Magyarország Zrt. - Adatpark  
Budapest (1087 Budapest, Asztalos Sándor út 13., Hungary,  
Phone: 1400, Email: TS\_ugyfelkapcsolat@t-systems.hu,  
<http://www.t-systems.hu/>)
- Data processing registration number: NAIH-64809/2013.

The contract between MiniCRM and the User is established by means of a regular registration by the User, except in the event of a refusal, upon the payment (crediting) by the User of the fee specified in the first proforma invoice, after which MiniCRM begins to provide the service. The Hungarian language contract (GTC) between the Parties is a written contract that MiniCRM records and makes available to the User.

MiniCRM reserves the right to amend the GTC unilaterally. MiniCRM informs the Users about the modification of the General Terms and Conditions in a brief notice. The notice can be displayed on the CRM System interface which can be rented as an online service, included in a newsletter sent by MiniCRM, or message sent to all of the Users to the email address given on the profile page. MiniCRM ensures that the current version of these GTC is continuously available to all Users at <https://www.minicrm.hu/altalanos-szerzodesi-feltetelek/> and can be retrieved and stored by the User.

# 1. Requesting a trial

The services of the CRM System (System) operated by MiniCRM that can be rented as an online service are available to anyone who validly registers in the relevant scope of business activity (not as a consumer) on the MiniCRM website, and who is a person with legal capacity and capacity to act or an economic organization. Based on the foregoing, the provisions of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the business, and other legal provisions relating to consumers do not apply to these GTC. By registering, the User confirms that

- He or she is a person who has attained the age of 18 years, has the capacity to act, uses the service (System) for business activity (not as a consumer) or
- is a business organization representative,
- and, in every case, registers on own behalf or on behalf of the business organization he or she represents by giving his or her real data and contacts.

The User may not use the MiniCRM System to support any business that conducts illicit activities or any other activities that MiniCRM considers immoral or otherwise objectionable. During the registration, the User is required to provide real data that may be linked to him or her.

If MiniCRM becomes aware that the data provided by the User contains not real elements (as well), it is entitled to refuse registration, to partially or totally restrict access to, or to exclude the User from using the MiniCRM online services.

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## 2. Subscription fee

The MiniCRM System is an online service that supports teamwork. Each separate business entity uses the module of MiniCRM System to register its own data which operates separately from other business units. Other employees may only be granted access to separate MiniCRM System modules by a User with Administrator Privileges. At the same time, the User with Administrator Privileges agrees that our automated billing system will issue electronic invoices according to the above settings, therefore upon the activation of a new User, it will invoice in relation to the given User from the given day. MiniCRM undertakes to keep the electronic invoices it issues to the Client and keep it accessible in the system continuously. The Client accepts the electronic billing system.

### 2.1. 14-day free trial of the MiniCRM System

MiniCRM provides a 14-day free trial of our MiniCRM System to all Users signing up for the first time. During this period, the features of the MiniCRM System are limited. The MiniCRM System achieves its

full potential after the User had paid the fee determined in the first proforma invoice. Until the end of the free trial period, the use of the MiniCRM System may be cancelled at any time without separate justification.

## 2.2. Payment method for MiniCRM subscription fees

The subscription fee shall be paid by the User to MiniCRM in advance. MiniCRM records the amount paid and provides the User with monthly reports on the use of the current balance. The User can choose to pay by bank transfer or credit card to MiniCRM's bank account. Payment of the subscription fee is mandatory after the 14-day free trial of the system expires. The User is required to settle his/her invoice within the deadline indicated on the invoice.

The regular subscription fee of the CRM System that can be rented as an online service includes the continuous operation of the software as defined below and contains the day-to-day data backup and the data storage at a location independent from the service provider. The regular gross subscription fee depends on the functionality of the package and the number of users. The User shall make payments to the MiniCRM account in the currency specified in the chosen subscription package. Active Users are those who have the ability (privilege) to log in to the MiniCRM System. Only one real person can use a single user account in the MiniCRM System. Separate persons are required to have separate user accounts (access right). When operating a service, MiniCRM

can provide the prices subject to normal, intended use. Normal, intended use means, among others, the use, on average, of up to 5 GB of document storage space and 50 MB of active database area per User.

The subscription fee includes the value-added tax and the mandatory charges. The subscription fee includes the management of the number of clients defined in the tariff package, daily data backup, training workshops (training to facilitate the use of the system) at the time announced by MiniCRM, unlimited number of logins to the System, guaranteed response from the client service within 1 working day, 24 hour/7 day technical and security support of operation, and continuous improvements.

The MiniCRM's subscription fee is calculated based on the access privileges or options, regardless of the actual day-to-day logins. In case of a late payment, MiniCRM reserves the right to limit (suspend) the service in whole or in part upon the expiry of the payment deadline. MiniCRM's subscription fees shall also be due for the period of suspension caused by late payment. (During the suspension period MiniCRM still provides the user with storage of data in the MiniCRM system, security backups of data, and the operation of automatisms and forms set up by the user. At the same time, MiniCRM does not charge a separate collection fee and default interests.)

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### 3. Obligations of MiniCRM

MiniCRM provides the User with the operation of the CRM System that can be rented as an online service as defined in these GTC.

If MiniCRM causes damage to the User — subject to the nature of the present service — the responsibility of MiniCRM is to restore the original condition and to provide professional support for the compensation for which no remuneration can be charged, provided the User has acted with expected diligence (e.g., but not exhaustive: he or she has implemented adequate continuous data backup, properly controlled the system access rights, and, in the event of damage, acted with expected diligence).

If due to late delivery of information by the User or for other reasons, MiniCRM, due to the circumstance outside of its control, is not able to maintain the availability undertaken in the General Terms and Conditions, MiniCRM must inform of this the User without delay.

MiniCRM must immediately notify the User of any circumstances that it has been aware of which would prevent or hamper the performance of the service. MiniCRM shall be responsible for reducing the service level associated with the failure to notify.

#### 3.1. Limits of liability

MiniCRM does not have any responsibility or liability for the User(s)'s conduct vis-à-vis other Users or third parties.

MiniCRM does not assume any liability for any damages primarily caused by computer viruses which occur in the User's hardware or other assets during the login process, the use of the System, the opening of received e-mails. MiniCRM also assumes no responsibility for the inability to access the system or its slow operation attributable to the fault of the Internet service provider.

MiniCRM does not bear any liability for any conduct (especially damage) arising out of the unprofessional, unlawful use of the System or its use in violation of the GTC, and/or for the use of the service with lower material gain as opposed to the User's expectations, as well as for the loss of material gain, and/or any financial loss.

MiniCRM is also not liable for any loss of or damage to any personal or confidential information that may arise from the unavailability of hardware or software in whole or in part, personal injury or failure to perform any obligation (including cases of negligence, good faith or obligations arising from rational reasoning).

During the performance of this contract, the exploration and repair of the incorrect data recording of the User and the resulting debugging and repair do not fall within the scope of the obligation (liability) of MiniCRM. The content of the System and the MiniCRM



Website (e.g., text, data, video, audio, image, etc.; hereinafter referred to as 'materials'), except the materials provided by the Users at the disposal of MiniCRM, is the exclusive intellectual property of MiniCRM, and any use of it, whether online, whether in printed or any other format, may only be possible with the prior consent (license) given by MiniCRM. Any part of the System and the MiniCRM Website can only be saved or printed for individual (own) use. However, this entitlement does not constitute a consent (license) for the reproduction, distribution, making accessible (downloadable), storage in a database, or any data processing for commercial purposes. Third parties may use any images found in the System and the MiniCRM Website only upon explicit permission.

Their use without authorization violates the copyright laws and the laws on personality rights.

### 3.2. Liability for damages

Given the benefits provided in this contract and the amount of the subscription fee, MiniCRM undertakes liability for damages up to 3 (three) monthly fees.

### 3.3. Conditions for subcontracting

During execution, MiniCRM is entitled to employ a subcontractor.

- MiniCRM is responsible for the subcontractor's performance, both as regards quality requirements and deadlines as if MiniCRM would have completed the whole work;
- MiniCRM is obliged to check the compliance of activities and products of the subcontractor involved in the fulfillment of this service with the quality assurance standards for its own activities;
- MiniCRM ensures that its subcontractor operates in compliance with the business secrecy obligation assumed by MiniCRM.

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## 4. User responsibilities

The User is required to accept MiniCRM's contractual fulfillment and timely pay MiniCRM the fee for this fulfillment. The User has to provide MiniCRM with the facilitation required to perform this service.

The User declares that he or she is aware of the rules on sending mail over the Internet. MiniCRM is not responsible for the content of data traffic generated during the use of the service. MiniCRM is entitled to limit (suspend) the service in whole or in part if the User uses the Software to violate the interests of a third party or the applicable law in force.

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## 5. Code of conduct

By accepting the GTC, the User acknowledges the following:

### 5.1. Zero tolerance SPAM policy

MiniCRM follows a zero-tolerance spam policy. According to the internationally accepted definition, all bulk and unsolicited e-mails are considered as spam emails, including emails asking permission.

Under Hungarian law on electronic advertising [Act CVIII of 2001 on certain aspects of electronic commerce services and information society services and Act XLVIII of 2008 on the basic requirements of and certain restrictions on, commercial advertising activities] any email or equivalent means of personal communication (e.g., SMS, MMS, fax) can only be sent with the recipient's previous, clear and explicit consent.

Because recipients give consent to a specific sender for sending emails in a certain topic, a list built in a former company owned by the same person cannot be transferred to another company. Bulk advertising emails sent to a list of purchased contacts is also considered as spam. Advertising bulletins sent to non-newsletter subscribers are also spams if recipients have not consented to the sending of emails for advertising purposes.

The National Communications Authority (except emails sent to the company's central addresses) imposes fines of up to HUF 500,000 for the sending of unsolicited advertising bulletins (including letters asking permissions).

If subsequently MiniCRM becomes aware, e.g. in the form of a spam complaint, of the fact that, the User contrary to his or her statement is not entitled to send bulk emails, MiniCRM reserves the right to disable the bulk email feature in, or suspend the User's system depending on the number of spam notifications and the email posting history.

It is important to note that the internationally accepted definition and practice, which are applied by most Hungarian Internet service providers and MiniCRM as well, are more stringent than the Hungarian legislation in force. By the amendment of the Act XLVIII of 2008, which entered into force on 1 March 2009, advertising can be sent to email addresses which are certainly company's email addresses (e.g., info@companyname.hu) without prior permission, but on request, this should not be repeated. This is the corporate opt-out system that has practically created the kind of legitimate spam in Hungary. If even this corporate spam is lawful, in the MiniCRM System, it is prohibited, just like any other form of spam. From 10 August 2009, due to the amendment of Section 177/A of the Criminal Code of Hungary, trading or collection of personal data

on a commercial scale, including electronic mail addresses, are considered to be misdemeanors in themselves so that the spammers can expect one-year imprisonment.

## 5.2. Contact lists

From the MiniCRM system, bulk advertising emails can only be sent to a list of recipients who consented to receive the message from the sender on the given subject and only if the following conditions are met:

### 5.2.1. Sender's statement

The sender declares that he or she has the consent of the recipients, and:

- The sender has received a written consent (whether in electronic format) of the recipient to send advertising messages and the recipient has not subsequently withdrawn his or her consent.
- The recipient gave the above consent no more than 12 months before the advertising message is sent out.
- If more than 12 months have elapsed since the consent was granted, the recipient has already received an advertising message within 12 months from the date of the consent without objecting it.

- If the Sender has obtained the consent of the recipients through the sale of a product or service, he or she declares that:
- Where the recipient gave his or her data at a time of purchase, he or she did not untick the opt-in box to receive advertising emails, or
- The purchase took place up to 12 months ago.
- If more than 12 months have elapsed since the purchase, the recipient has already received an advertising message within 12 months from the date of the consent without objecting it.

If the User sends bulk advertising emails to a specific list and receives an unusually large amount of spam complaints (more than one after 1000 emails), the recipients' Internet service providers will begin filtering emails from that sender. Furthermore, they will also prompt MiniCRM to terminate immediately the system of the company sending spams. Thus, if the User does not have sufficient evidence of the consent given by each recipient in the list to receive advertising messages from the User, he or she is not entitled to send bulk advertising messages to them from the MiniCRM system.

### 5.3. Conditions

In order for a User to use the MiniCRM System to send bulk advertising messages, he or she must meet the following

conditions. The User declares that when sending the above messages he or she is not using any of the following:

- Purchased contact list
- Rented contact list
- Contact list created in another company

Thus, from the MiniCRM System, the User can only send advertising messages to a list of recipients that have given their consents exactly to the User and for the sending of exactly the given content. If the User does not already have a list because his or her business has been recently established, he or she should place on his or her website a subscription form that may be prepared in the MiniCRM or use a double opt-in — signing up to have evidence that recipients included in his or her list have actually given their consents to the sending of messages.

#### 5.4. How to avoid spam complaints

The User does everything to avoid receiving spam complaints in response to his or her messages. Among other things, he or she can use the following solutions:

- If he or she sends the first advertising message several months after signing up, the recipients may no longer remember that they have consented to the newsletter and will make a spam complaint. To avoid this, in similar cases, the

User shall remind the recipients of who he or she is and how he or she received the recipients' contact details.

- Before importing client data into the MiniCRM System, the User shall delete the addresses older than six months from the list. Because recipients often change their email addresses, this or that address may be no longer existing. Resulting from the high percentage of messages bouncing back from invalid email addresses, the recipients' Internet service providers will start blocking all mail arriving from the sender's address.
- When importing client data, you should not just copy the email addresses from your mail system to an Excel spreadsheet but should screen the list in the above manner before importing it.

## 5.5. Prohibited content

The user shall not send any emails, SMS, or attachments from the MiniCRM System that:

- Have pornographic or sexual content
- Advertise prostitution
- Encourage illegal activity
- Advertise illegal products or services
- Insult the personality, rights, or religious convictions of others
- Contain obscene phrases that hurt good taste



- Infringe copyright, patent, trademark, business secret or intellectual property right
- Look as a message from another person or company because of supplementing, removing, or changing the network identifier headers and information with misrepresenting or misleading intent, i.e. by sending these messages the sender commits the imitation or impersonation of another person

Also, the User shall avoid the use of terms that spam filters consider as spam suspects, so the User shall not send messages that:

- Advertise pharmaceuticals
- Encourage to participation in MLM activity
- Advertise gambling
- Advertise debt consolidation credit or loan
- Advertise health-preserving products, vitamins or therapeutic preparations
- Advertise fast money-making activities
- Advertise domestic outwork

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## 6. Technical conditions

The MiniCRM SaaS (Software as a Service) CRM System is a web-based software service that requires Internet access. You can log into the software via the <https://r3.minicrm.hu> website

#### 6.1. Login conditions

- Broadband Internet;
- Microsoft Edge, Firefox, Google Chrome web browsers and their last older versions. Browsers without manufacturer support are not supported;
- A computer capable of running the web browser above;
- Knowledge of active username and password;
- Only one login is possible at a time with the username and password used for sign-in.

#### 6.2. Conditions for work

- The login conditions are met;
- The User has paid the current service fees and has no expired debt toward MiniCRM.

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## 7. Availability

MiniCRM guarantees that the software provided by it will fulfill the 0-24 hour service level with 99% availability per year. This gives a maximum of 3.65 days a year for your MiniCRM service downtime, including scheduled and announced maintenance times and other

problems. On request, the MiniCRM provides an independent third-party report on the availability during the annual settlement.

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## 8. Data backup

MiniCRM guarantees a security fencing to prevent loss of data caused by possible hardware failures and environmental disasters. More than 35 servers serving the system are all mirrored and have redundant hard disk storage solutions and uninterruptible power supplies. In all server roles, there are at least two independent servers, and it is possible to solve the automatic role takeover and load distribution technically securely. All data stored in the MiniCRM System will be encrypted daily in a storage location different from the primary server location, which includes the MiniCRM Database as a whole to restore the System after a possible crash.

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## 9. Managing access privileges of employees

Management of access privileges of employees is carried out by the User at the involvement of the Administrator User designated for this purpose. The User has the opportunity to add or disconnect

an employee, to change existing employees' data and activate and deactivate an employee.

The User's responsibility is to store his or her password safely. Therefore, MiniCRM does not take any responsibility for any damage resulting therefrom.

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## 10. Confidentiality

MiniCRM commits itself to protect and preserve, to treat confidentially, as a trade secret, any data, confidential data, information, confidential information, documents acquired in the performance of the service, and make all efforts to ensure that they are adequately protected.

MiniCRM and the User may use confidential data and confidential information only to perform the service and may disclose the data and information acquired by them only with the prior written consent of the other party unless such disclosure is required by law.

MiniCRM agrees that all data, information transferred to it under this GTC, classify as a trade secret, and as such shall be treated confidentially, and their disclosure to any third parties or use in a manner other than that specified in the GTC are prohibited.

The above obligation of confidentiality shall remain in force for an unlimited period after the service is terminated for whatever reason.

The User shall be fully responsible for the use of any service where the access occurs through the password. The full liability for the confidentiality of the User's password rests with the User.

MiniCRM processes the personal data, provided by the User in the context of voluntary data provision, confidentially only to the extent necessary for the identification of each User and to the extent required for the performance of the service and the extent to which it is successfully performed, and in compliance with the provisions of Section 13/A of the Act CVIII of 2001 on certain aspects of electronic commerce services and information society services. By concluding this Contract, the User agrees that his or her personal data will be used as specified in this Contract.

MiniCRM is required to erase the data recorded by the User in the MiniCRM System at the User's request immediately. If the User does not request erasure, MiniCRM stores the data recorded by the User in the MiniCRM System for 90 days after the termination of the contract

#### 10.1. Using the service in a public place

If the User uses the MiniCRM System in a public place (e.g., internet cafe, etc.), in addition to the protection measures implemented in the System, the User's involvement is necessary to protect the data.

If there is a possibility that others may access the computer that is being used by the User, it is recommended to perform the following security steps:

- On the login screen, do not tick the "Remember me!" box.
- Do not allow temporary internet files to be stored in your browser.
- Make sure no one is watching when you enter your password.
- Under no circumstances disclose your password.
- If you feel that unauthorized persons have known your password, change it.
- Never leave your computer unattended when using the MiniCRM System.
- Leave the MiniCRM System in any case by using the Exit button rather than closing the browser window.

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## 11. Data protection

By accepting the GTC, the User acknowledges and accepts the information contained in the MiniCRM's Data Protection Prospectus: <https://www.minicrm.hu/adatvedelem/>  
<https://www.minicrm.hu/adatvedelem/>

### 11.1. The scope of data processed

We process the data given by you:

- Name
- Email
- Phone
- Skype name
- Website
- LinkedIn/Facebook profile link
- Billing address, place of business

We log the data for security reasons:

- Viewed page/function
- Exact time
- IP address
- Browser cookie

We build a profile for marketing purposes:

- What problem do you need to find a solution to, why you need CRM?
- What are your main decision viewpoints?

The profile construction is based on the data you provide. Our goal is that the messages we send be really interesting and relevant to you. We also do not like receiving general messages that are not relevant to us.

Based on the profile data, we target and build newsletters manually with hand-made filters. There are no decisions based on automated data processing during the process.

We log the calls made to us:

- Call metadata (who-when talked with whom)
- All incoming calls to our central number are recorded after the pre-recorded message is automatically played, for quality assurance reasons (in case of complaints and randomly selected calls, managers retrospectively listen to the recordings and develop the capabilities of the client service team through coaching).

As a data processor, we store the data recorded by you in the MiniCRM System. The range of these data depends on the fields you create, and this is your responsibility what data you capture in those.

#### 11.2. The purpose of the processing

- We will email our clients about new features, free tutorials, and ideas useful for client management.
- If we receive an alert at any time, we will unsubscribe the relevant email address.
- We retain the contact details and notes for 365 days after our last contact.



- We log the use of the system for security reasons. We retain the data in various detail for 365 days.
- As a data processor, we automatically erase the client data entrusted to MiniCRM after 90 days of closing the account.
- In the case of MiniCRM subscribers, we retain the contact details and notes for three years after our last contact.
- Due to legal requirements, part of personal data and the data on the invoices issued will be kept by the applicable laws (for at least ten years, up to fifteen years after the last invoice is issued).

### 11.3. Roles

For personal data recorded by the User in his or her MiniCRM system:

- Data Controller: The MiniCRM user/client is included in this contract as a data controller. He or she specifies the purpose and tools of the data processing. He or she decides on the data processing.
- Data Processor: MiniCRM Zrt. company is included in this contract as a data processor.
- It may not make a substantive decision affecting the data processing.
- It may process any personal data obtained under the instructions of the data controller and may not perform data processing for its own purposes.

- It is obliged to store and preserve personal data as required by the data controller.

#### 11.4. Name of data processors

##### Server hosting service:

- Name: T-Systems Magyarország Zrt. - Adatpark Budapest
- Address: 1087 Budapest, Asztalos Sándor út 13., Hungary
- Phone: 1400
- Email: TS\_ugyfelkapcsolat@t-systems.hu
- Website: <http://www.t-systems.hu/>
- Stored data: system logs, data stored in the CRM system.
- Operations: rack cabinet service, providing Internet connection, providing energy access.

##### Web analytics, email, document management, calendar, phone contacts, table synchronization, targeted display advertising:

- Name: Google LLC
- Address: 1 Hacker Way, Menlo Park, California 94025, USA
- Phone: N/A
- Email: N/A
- Website: <https://www.google.com/>
- Stored data: website visitation data, correspondence, individual contracts and offers, calendar entries, phone contacts, data distributed in spreadsheets based on filters, unique user identifiers, visitor identifier cookies.

- Operations: website visitation analysis, A/B test run, email service, document management, calendar service, phone contacts synchronization between devices, online spreadsheet manager, targeted display advertising (retargeting).

Targeted display advertising:

- Name: Facebook Inc.
- Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
- Phone: +1 650-543-4800
- Email: N/A
- Website: <https://www.facebook.com/>
- Stored data: website visitation data, unique user identifiers, visitor identification cookies.
- Operations: targeted display advertising (retargeting).

Calendar, phone contacts:

- Name: Apple Inc
- Address: Apple Park, 1 Apple Park Way, Cupertino, California, USA
- Phone: +1 800 220325
- Email: N/A
- Website: <https://www.apple.com/>
- Stored data: calendar entries, phone contacts.

- Operations: calendar service, synchronization of phone contacts between devices.

Encrypted static data, data backups:

- Name: Amazon Inc
- Address: 410 Terry Ave. North, Seattle, WA, 98109-5210, USA
- Phone: +1 (206) 266-1000
- Email: N/A
- Website: <https://www.amazon.com/>
- Stored data: encrypted static files, encrypted data backups.
- Operations: providing static storage (S3), content delivery network (CloudFront).

Client service call centre operation, call recording:

- Name: Minerva-Soft Kft.
- Address: Infopark sétány 1, "I" Épület, 1117 Budapest, Hungary
- Phone: +36 1 8 555 666;
- Email: [support@minervatel.com](mailto:support@minervatel.com)
- Website: <https://www.minervatel.com/hu/>
- Stored data: client service call metadata, fixed phone calls.
- Operations: call routing, call center service, call recording.

Bulk SMS service:

- Name: Opennetworks Kft.
- Address: Budapest, Fehérvári út 50-52. II. emelet, 1117 Hungary

- Phone: +36-1-999-6000
- Email: [info@opennet.hu](mailto:info@opennet.hu)
- Website: <http://www.opennet.hu/>
- Stored data: phone number, SMS message content, and metadata
- Actions: bulk SMS service for all clients of the MiniCRM System.

#### Bulk SMS service:

- Name: ComVision Sp. z o.o.
- Address: Gliwice, Ul. Toszecka 10, 44-100, Poland
- Phone: +353 76 888 72 52
- Email: [support@smsapi.com](mailto:support@smsapi.com)
- Website: <https://www.smsapi.com/>
- Stored data: phone number, SMS message content, and metadata
- Actions: bulk SMS service for all clients of the MiniCRM System.

#### Accounting:

- Name: DiaKont Ügyviteli és Mérnöki Iroda
- Address: H-1042 Budapest, Árpád út 90-92, Hungary
- Phone: +36 (1) 272-1572;
- Email: [diakont@diakont.eu](mailto:diakont@diakont.eu)
- Website: <http://www.diakont.eu/>

- Stored data: customer and seller details included in the invoice, invoice items, detailed invoice data.
- Operations: bookkeeping, statutory reporting and preparing tax returns.

#### Online data service (billing):

- Name: National Tax and Customs Authority (NAV)
- Address: 1134 Budapest, Dózsa György út 128-132, Hungary
- Phone: +36-1-427-3200
- Email: N/A
- Website: <https://www.nav.gov.hu/>
- Stored data: customer and seller details included in the invoice, invoice items, detailed invoice data.
- Operations: online data service from the billing module, data analysis, risk analysis, official control.

#### 11.5. Data transfer

We are entitled and required to transfer any Personal Data that is available to us and lawfully stored by us, to the competent authorities, where a legal statutory regulation or a final official order compels us to transfer this Personal Data. The Data Controllers cannot be held responsible for such data transfer and the resulting consequences.

If we transfer the operation or utilization of our service to a third party in whole or in part, we may transfer, in whole or in part, the

Personal Data we process to the new operator without requesting your specific consent for this third party, however having properly informed you in advance, so that this data transfer shall not put you in a disadvantageous situation as regards the data processing rules indicated in the then current text of this Prospectus.

In the case of data transfer under this paragraph, before the data is transferred, we ensure a possibility for you to object to the data transfer before the data transfer. In case of objection, the transfer of your data according to this Section is not possible.

To check the lawfulness of the data transfer and to provide you with information, we keep a data transfer record.

#### 11. 6. Statement of consent to the processing of personal data

Along with accepting these GTC, I give voluntary and explicit consent to the processing of personal data of my own and my clients given to MiniCRM at the preparation of the MiniCRM account and at a later time.

By recording my details, I declare that I have passed 18 years of age and have a full legal capacity. I represent legal persons or other organization without legal personality, and I am a mandated, authorized person to act on behalf of the person or organization represented by me and give the consent required for the management and processing of data according to this Prospectus.

I declare that I provide no sensitive personal data to MiniCRM during registration or later in any form. Sensitive personal data mean, in particular, data revealing racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; genetic data, or biometric data suitable for the purpose of uniquely identifying a person; data concerning health or data concerning sex life or sexual orientation.

I declare that I do not place at the disposal of MiniCRM any number suitable for personal identification, including, but not limited to, passport number, personal number, identity card number, address card number, driving license number.

I declare that I will record my clients' data exclusively through the dedicated interfaces of the MiniCRM software. I will not email those data either to the central ([help@minicrm.hu](mailto:help@minicrm.hu)) or the direct email address of the MiniCRM staff.

I declare that I provide access to my MiniCRM system for the MiniCRM employees only through the "consultant invitation" function, I never record them as a "normal" user. By giving my consent, I understand that MiniCRM can send me advertising messages, announcements, event invitations and contact me via phone calls related to the scope of its activity.



I can withdraw my consent to the processing of my data at any time by sending a request in the manner indicated in the Prospectus, such as using the [help@minicrm.hu](mailto:help@minicrm.hu) email address.

#### 11. 7. Legal ground based on a legitimate business interest

If by filling in the form you give your data and show your interest toward the MiniCRM System, your application is considered as a contract preparation. In this case, a legal ground for the processing of your Personal Data under the GDPR will be the legal ground given by a legitimate business interest. This altered legal ground will not change your rights and the processing of your Personal Data, this only means that during the preparation of the contract if you do not request the termination of the process, we will continue to process your personal data to prepare the contract.

#### 11. 8. Contractual legal ground in case of subscription

If you subscribe to the MiniCRM System, you shall pay for our product under the terms and conditions detailed in the General Terms and Conditions. In this case, a legal ground for the processing of your Personal Data under the GDPR will be the legal ground given by the contract. This altered legal ground will not change your rights and the processing of your Personal Data, this only means that during the term of the contract if even you withdraw your consent given with the use of the free version, we will continue to process your Personal Data for the performance and purpose of the contract.

As soon as the contract is performed or terminated, the legal ground for the processing of your data will change again and in what follows we will process your Personal Data according to law.

11. 9. After termination or performance of the Contract, on the basis of law Regarding the details included in the invoices, we are required to continue to process your Personal Data by law.

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## 12. Force Majeure

Force majeure is any extraordinary event after the conclusion of a contract which renders impossible its performance and which could not be anticipated or avoided by the contracting parties and which cannot be attributed to any party's default. Such events may include, in particular, emergency, strike, war, revolution, terrorist acts, natural disasters, fires, floods, epidemics, quarantine restrictions, shipping embargoes, etc. In the event of force majeure, both parties shall be exempt from the obligation to perform the contract.

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## 13. Cases of contract termination

The User may terminate this contract with immediate effect without any specific reasoning.

In this case, MiniCRM will refund the proportionate portion of the prepaid subscription fee within 30 days provided the User has paid any possible debts.

MiniCRM may terminate the contract with immediate effect in the following cases:

- The User is in arrears with the payment for the service for more than 30 days;
- Case of force majeure exceeding 60 days;
- If the User has seriously violated any provisions of the contract;
- If the User acts in a manner that violates the legitimate interests of MiniCRM, or individual Users, in particular, the reputation of MiniCRM, or if MiniCRM cannot be expected to maintain the contract as a result of the User's conduct;
- If subsequently, it becomes apparent that the data provided by the User during the registration do not correspond to the reality or the provisions of the GTC;
- If the User otherwise misleads MiniCRM.

Extraordinary termination of the contract may only be effected in writing — by email sent to the defaulting party to the email address provided during the registration. The data recorded in the MiniCRM System are owned by the User, so when the contract is terminated by any party, the data entered in the MiniCRM System will be

provided free of charge to the User in XML format as soon as the User settles the account.

The User is then entitled to use the support of another operator. However, he or she cannot access the software source code. Upon termination of the contract, the parties shall fully settle accounts with each other.

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## 14. Settlement of Disputes

The user can reach MiniCRM with any possible complaint via the following contact details: +36-1-999-0402, [help@minicrm.hu](mailto:help@minicrm.hu). The User agrees that the MiniCRM Client Service will only be available to Users spending their 14-day trial period or active Users with Active System; i.e. those who do not have indebtedness against an invoice or, if their System has been suspended due to an earlier indebtedness against an invoice, only after the suspension has been released. The MiniCRM Client Service may deny to service other persons. Users can contact the MiniCRM Client Service via telephone between 9 a.m. and 5 p.m.

MiniCRM and the User shall use their best efforts to settle by direct negotiation any contradiction or dispute arising between them within the framework of or in relation to this contract. The parties shall be mutually obliged to inform one another of any

circumstance arising after the conclusion of the contract which hampers the performance of the contract once this circumstance has become known.

If the parties concerned, within 30 days of the commencement of these direct negotiations, cannot resolve the dispute arising from or in connection with the contract, the parties stipulate the exclusive jurisdiction of the Central District Court of Buda (Budai Központi Kerületi Bíróság).

Budapest, 24 May 2018