

General Terms and Conditions

Effective from 2022.06.01.

Last updated: 2023.08.29.

Preamble

Welcome to our site! Thank you for your trust in your purchase!

Please read this document carefully before finalizing your order, because by finalizing your order, you accept the contents of these GTC!

If you have any questions about these General Terms and Conditions, the use of the website, individual products, the process of purchase, or if you would like to discuss your specific needs with us, please contact our staff at the contact details provided!

Impressum: the data of the Service Provider (Seller, Company)

Name: 4D Consulting Kft.

Headquarters: 6000 Kecskemét, Károlyi utca 6., Hungary

Mailing address: 6000 Kecskemét, Károlyi utca 6., Hungary

Registering authority: Court of Registry of the Kecskemét General Court

Company registration number: 03-09-135617

Tax number: 27509928-1-03

Representative: Roland Zónai

Phone number: +36306500212

Email: info@projexel.eu

Website: <http://www.projexel.eu>

Bank account number: 10700103-72981968-50000005

Hosting provider information

Name: LittleShark Marketing Kft.

Location: 4034 Debrecen, Szamos utca 18., Hungary

Contact: kutas.ferenc@littleshark.hu

Concepts

Parties: Seller (also known as Service Provider) and Buyer (also known as Customer) together

Consumer: a natural person acting outside the scope of his profession, self-employment or business

Consumer contract: a contract in which one of the subjects qualifies as a consumer

Website (aka Platform, Website): The present website used to enter into the contract

Contract: A contract of sale between the Seller and the Buyer using the Website and electronic mail

Means of communication in absentia: a means of making a contractual statement in the absence of the parties with a view to concluding a contract. Such means include, in particular,

the addressee or unaddressed form, the standard letter, the advertisement published in the press product with the order form, the catalog, the telephone, the fax and the means of providing Internet access.

Absentee contract: a consumer contract concluded under a distance selling system organized for the provision of a contract product or service without the simultaneous physical presence of the parties, using only a means of communication between the parties for the purpose of concluding the contract.

Product: all movable property included in the offer of the Website and intended for sale on the Website, which is the subject of the Contract

Entrepreneurship: a person acting in the course of his or her profession, self-employment or business

Buyer / Customer / You: the person concluding the contract making a purchase offer through the Website

Warranty: In the case of contracts concluded between a consumer and a business (hereinafter: consumer contract) in accordance with the Civil Code,

(a) a guarantee given for the performance of the contract which the undertaking voluntarily undertakes, in addition to or in the absence of a legal obligation, to perform the contract properly; and

(b) a statutory guarantee

Relevant legislation

The provisions of Hungarian law apply to the Contract, and in particular the following legal regulations apply:

- 1997 CLV. Act on Consumer Protection
- CVIII of 2001 Act on Certain Issues in Electronic Commerce Services and Information Society Services
- Act V of 2013 on the Civil Code
- 45/2014. (II.26.) On the detailed rules of contracts between the consumer and the business
- 19/2014 (IV.29.) NGM Decree on the procedural rules for handling warranty and guarantee claims for things sold under a contract between a consumer and a business
- 1999 LXXVI. Copyright Act
- 2011 CXII. Act on the Right to Information Self-Determination and Freedom of Information
- REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on taking action against unjustified area-based content restrictions and other forms of discrimination based on the nationality, place of residence or establishment of the buyer in the internal market and Amending Regulations (EC) No 2004/394 and (EU) 2017/2394 and Directive 2009/22 / EC
- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46 data protection regulation)

Scope and acceptance of the GTC

The content of the contract concluded between us - in addition to the provisions of the relevant binding legal regulations - is determined by these General Terms and Conditions (hereinafter: GTC). Accordingly, these GTC contain the rights and obligations of you and us, the conditions of concluding the contract, the deadlines for performance, the conditions of delivery and payment, the rules of liability, and the conditions of exercising the right of withdrawal. The technical information required for the use of the Website, which is not included in these GTC, is provided by other information available on the Website.

You must familiarize yourself with the provisions of these GTC before finalizing your order. By purchasing through our Platform, you accept the provisions of these GTC, and the GTC forms an integral part of the contract between you and the Seller.

Our company is listed in the 2007 CXXVII. Section 175 of the Act. uses an electric bill in accordance with accepting these GTC, you give your consent to the use of the electronic invoice.

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27. Related Information

These General Terms and Conditions - hereinafter: GTC - are the 4D Consulting Kft. Limited Liability Company, contacts: phone number: + 36-30-650-0212 (available: 9-16 CET, contact at other times is possible by e-mail), email: info@projexel.eu, as the Service Provider - hereinafter: the Service Provider - the Customer and the Customer using the electronic commerce services - hereinafter: the Customer - (Service Provider and the Customer together hereinafter: Contracting Parties, or Parties).

The Customer acknowledges that the confirmation of the order recorded by him on the website by the Service Provider qualifies as the acceptance of the contract. The contract to be concluded (the order and its confirmation) is concluded in Hungarian / English, depending on the Customer's settings.

The Customer acknowledges and accepts the following:

The Contracting Parties:

Service provider

Name: 4D Consulting Kft.

and

Customer

All domestic and foreign natural and legal persons who use the service with their order recorded on the website www.projexel.eu under the conditions specified in these GTC are considered to be the Customer.

1. General information

The scope of these GTC covers all e-commerce supplies and services (hereinafter: services) provided in the World, and in particular in the European Economic Area and Hungary, which can be found on the website <https://www.projexel.eu> (hereinafter: Website). through or using an electronic store and software-as-a-service platform (hereinafter: Projexel). Furthermore, the scope of these GTC extends to all commercial transactions in the territory of Hungary and the European Union and Associated Countries and non-Associated Countries defined under the Horizon Europe framework, that are concluded between the Parties specified in this contract.

These General Terms and Conditions (GTC) include the terms and conditions of use of Projexel operated as online service by 4D Consulting Kft. company (hereinafter referred to as Projexel). The contract between Projexel and the User is established by means of a valid registration by the User, except in the event of a refusal of terms and conditions, upon the payment (crediting) by the User of the fee specified in the first proforma invoice and the Pricing section of the Website, after which Projexel begins to provide the service. The English language contract (GTC) between the Parties is a written contract that Projexel records and makes available to the User. Projexel reserves the right to amend the GTC unilaterally. Projexel informs the Users about the modification of the General Terms and Conditions in a brief notice. The notice can be displayed

on the platform interface which can be rented as an online service, included in a newsletter sent by Projexel, or message sent to all of the Users to the email address given on their profile page. Projexel ensures that the current version of these GTC is continuously available to all Users at <https://www.projexel.eu> and can be retrieved and stored by the User.

The Customer acknowledges that the Service Provider (as a party providing an electronic route) informed the Customer prior to the making of its legal declaration regarding the conclusion of the contract by publishing these GTC on its website.

The technical steps of concluding the contract are detailed in these GTC;

- that the contract to be concluded (the order and its confirmation) qualifies as a written contract and is recorded by the Service Provider, at the same time it is kept until the operation of Projexel or the deletion of the data requested by the Customer;
- that the operation or use of the platform allows the identification and correction of errors that occur during the electronic recording of data prior to the conclusion of the contract law statement;
- that the language of the contract is Hungarian / English depending on the Client's settings;
- that the Service Provider does apply a code of conduct in relation to its service activities.

The Service Provider complies to the Civil Code. In accordance with the above provisions, the General Terms and Conditions (GTC) shall be made available on its website in a manner that allows the Clients to store and retrieve them. The Service Provider ensures on the online ordering interface that the Customer can correct the errors that occur during the electronic recording of the data before making the contract law statement.

In view of the fact that the contract concluded between the parties is considered to be an electronically concluded contract between absentees, which creates a payment obligation for the Customer, the Service Provider draws the Customer's attention to the following information in a clear and visible manner, immediately before making the Customer's contractual statement:

- the essential characteristics of the ordered electronic product (service);
- the gross amount of the consideration for the electronic product (service) ordered and any additional costs incurred or, if these costs cannot be reasonably calculated in advance, an indication that additional costs may be incurred (especially in relation to possible VAT);
- in the case of a fixed-term contract, the duration of the contract, in the case of a contract of indefinite duration, the conditions for terminating the contract;
- the minimum duration of the Customer's obligations under the contract.

As the amount of the order may exceed a value limit that entails VAT and customs duties in the country of the order, by accepting the GTC, the buyer acknowledges that by placing the order he accepts the performance of tasks related to the role of importer, if necessary, including any VAT modifications, and at the same time he bears any additional responsibility for the service.

The Service Provider is obliged to ensure that the Customer explicitly acknowledges when making his / her contract statement that his / her statement entails an obligation to pay. If the

making of the statement involves the activation of a button, icon or similar function, the button or similar function shall be marked in an easily legible manner with an order requiring payment or a corresponding clearly worded indication indicating that making a contractual statement entails.

2. Subject of the service

The Service Provider mainly sells proposal assembly and innovation consulting services (services). We have categorized our services into electronic service packages (hereinafter: products) for easier reference. The description of the products in Projexel is not complete. For some products, there are detailed information on important use and consumer issues that will be included during the online consulting sessions that accompany the products.

Warning: The images shown on the product data sheet (the outlines of the service package topics that are covered during the consulting sessions and the actual proposal content that will be generated based on the input data) may differ from the actual product and in some cases are for illustration purposes only. The Service Provider is not responsible for the difference between the image displayed in Projexel in connection with the covered areas and the generated content and the actual final content of the product.

At the same time, the Service Provider is entitled to resell any commercially available product in Projexel operated by it, which is not subject to a separate license. The range of products offered by the Service Provider can be changed at any time. The method and procedure of the sale are also governed by the provisions of these GTC.

The Service Provider declares that in connection with the marketed products it sells, their composition (the business development and consulting areas covered) can be found in the description of the products (each offered service on the platform), but their effect, possible side effects, possible risks or other special properties or influences that they pose in association to the business development and decision making of the customer are only estimations. The Service Provider excludes its possible liability in connection with any damage event arising in connection with the use of the products or in connection with the products. It is the sole discretion and decision of the Customer to use the product, which must be done in accordance with the Service Provider's information, however, the results are obviously not guaranteed.

By purchasing in Projexel, the Customer does not acquire the right to sell the products to third parties, with special regard to the products that may be sold under license. Projexel does not serve commercial quantities of products or commercial use. In connection with this, the Service Provider expressly excludes all possible liability. With the order, the Customer expressly declares that he has full legal capacity and has reached the age of 18.

Projexel undertakes to sell products with orderable status (the available services) under the following conditions:

- In case of some offered products, Projexel only acts as an intermediary in the order and this is done by Ektv. (Act CVIII of 2001) and with the help of contracted consultants.

- The Customer instructs Projexel to forward the order and the partner purchase price on its behalf to the contracted consultant.
- Projexel does not have all products in orderable status on the site. It sometimes participates only in the role of mediator. In some cases only the contracted consultants have the required expertise to cover particular areas within the Services.
- In cases where Projexel does not provide the products by itself, the contracted consultant will provide the ordered product to the customer in accordance with the delivery terms shown on the Website.
- Projexel contributes from the ordering of the product to the receipt of the product. In some cases, it is solely and exclusively responsible for the brokerage services. In all cases, Projexel cannot be held liable for any objections to the product in the advertisement or for any questions concerning the product.
- Projexel does not assume any responsibility or liability for the quality, originality and legal compliance of the advertised products. The customer is solely and exclusively responsible for the intake and usage of the products and related matters independent from its quality and form of delivery.

Projexel undertakes when ordering products with orderable status

- In some cases the direct delivery of the product
- In some cases the sales mediation between the contracted consultant and the Customer.
- In some cases forwarding the order and the partner purchase price to the contracted consultant.
- Mediation of product complaints
- Handling and answering questions and / or requests related to Projexel, advertising, and the products when applicable.
- Full transmission of warranty claims to the contracted consultants upon outsourced products.

3. Conclusion of a contract between the Parties

After accepting these GTC, the Customer is entitled to enter into a contract with the Service Provider for the supply of products (consulting services) indicated there through Projexel. By sending the Customer's order, he becomes a customer of Projexel.

The contract is validly concluded between the Parties by accepting the offer made by the Service Provider, the condition of which is the selection of the product or service, the finalization of the order intent and the order confirmation sent by the Service Provider. In the absence of any of the above conditions, the contract will not be concluded. The Service Provider excludes its liability for the non-concluded contract.

The purchase in Projexel is regulated by Act CVIII of 2001 on certain issues of electronic commerce services and information society services. Act ("Ektv.").

The use of goods and / or services in Projexel is possible by placing an order in Projexel electronically, in the manner specified in these GTC and its annexes.

The Service Provider informs for information that 45/2014 on the detailed rules of contracts between the consumer and the business. (II. 26.) and the European Parliament and Council Decree 97/7 / EC. declares its directive on the same subject to be binding on it, it applies it in the present contract, so that, in particular, contrary to the general rules of civil law, the consumer's tacit declaration of acceptance or absence thereof cannot be construed as implied conduct.

The company can demand the value of the products or services only in case of an order. The Customer may not validly waive the rights provided for in the decree, deviations from these may only be in favor of the Customer. Such a consumer protection rule is the obligation to provide information to the business.

4. Intellectual Property

Unless otherwise indicated, the Projexel Service and Site is our proprietary property and all source code, databases, functionality, software, generated content and output, or copies thereof and all related documentation, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content"), the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us and shall at all times remain solely the exclusive property of the service provider or the respective rights holder, such as Projexel, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Hungary and the European union, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use Projexel Services and Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have provided input and properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks. No other rights or licenses except for the right to access and use the Service is granted to Customer under the Service Agreement.

Customer shall be fully responsible for having any rights necessary for the collection, storage and use of Customer Content originating from third parties, including any permission by relevant third parties providing information constituting or being used to develop Customer Content.

All other trademarks, product names, and company logos mentioned on the Projexel website are the property of their respective owners. It should be noted that mentioning any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or

any other means, does not indicate endorsement, sponsorship, or recommendation by Projexel or vice versa.

Digital File License & Copyright:

- We are entitled to all proprietary copyrights, including the right to exercise derivative rights, together with the right to grant powers of attorney to exercise derivative rights, to all digital files included in the collection or generated on the Projexel platform. Only we are entitled to grant any consents, permits, and authorizations, including licenses for the use of digital files.
- The acquisition of access to the Projexel platform does not include the transfer of economic copyrights, the right to exercise them or granting authorization to exercise derivative rights, or the authorization to exercise moral copyrights.
- The administrator grants each owner of access to the Projexel platform a non-exclusive license to use the digital files generated, without territorial restrictions, excluding commercial use in the scope of selling the original or copies on which the digital file was generated - including the introduction for consulting, lending or renting the original or copies, in the scope of dissemination of the work in a manner other than specified above - public performance, exhibition, display, reproduction, broadcasting, and re-broadcasting, as well as making the work publicly available in such a way that everyone can have access to it at a place and time of their choice, in the scope of consulting in the original or copies on which the digital file was recorded - placing on the market, lending or renting the original or copies,

5. Service provision process

5.1. Requesting a trial

The services of the platform (System) operated by Projexel 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 Projexel 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 Projexel platform to support any business that conducts illicit activities or any other activities that Projexel 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 Projexel 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 Projexel online services.

5.2. Subscription fee

The Projexel platform is an online service that supports teamwork. Each separate business entity generates their own project after registering its own data which operates separately from other businesses. Other employees may only be granted access to the same project by a User with Administrator rights. At the same time, the User with Administrator right 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.

Projexel undertakes to keep the electronic invoices it issues to the Client and keep it accessible in their Projexel System continuously. The Client accepts the electronic billing system.

Projexel reserves the right to modify the subscription fees and fee payment conditions, of which the User will be informed at least 30 days in advance. After the modification, the usage of the Projexel platform or, in the case of a fee modification, the payment of the modified fee represents the acceptance of the modification.

5.3. Free trial of the Projexel platform

Projexel provides a free trial of our Projexel System to all Users signing up for the first time to their first Projexel project. The duration of the free trial will be determined by Projexel. During the free trial period, the features of the Projexel platform are limited. The Projexel platform's features (including the respective question lists) will be fully activated 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 Projexel platform may be canceled at any time without separate justification.

5.4. Subscription to the service after free trial

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Projexel Services and Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing system. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in EUR.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

After filling in the data and accepting the GTC, the Customer can send his order. The displayed products can only be ordered online through the Web Store. The Customer has the opportunity to correct data entry errors or cancel the order at any stage of the order on the online ordering interface, until the order is forwarded to the Service Provider.

The order communicated by the Customer and its acceptance is considered to be an electronically concluded contract, for which § 6: 82-6: 85 of Act V of 2013 on the Civil Code (Ptk.) And electronic commerce services, as well as the information society CVIII of 2001 on certain aspects of related services. The rules of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses are applicable.

5.5. Price and selection of the product(s).

The Customer selects (adds to the basket) the product (service package) to be purchased from the products listed on the "Pricing" page by clicking on the "Buy Now" button for the given product.

The Customer can access the selected product's own page from the "Pricing" page by clicking on one of the products listed there. It is also possible to change the quantity of the product (particularly the number of coaching hours) to be purchased on the website of the given product, but the Customer also has the opportunity to do so on the "Pricing" page.

After selecting the product (adding it to the basket), the Customer can continue the purchase by selecting other products (adding it to the basket).

The Service Provider publishes the purchase price of the products and related services on the website. The purchase price is always the amount shown next to the selected product. The purchase price of the products (services) is indicated in the gross price and has no VAT content. The price of the products (services) is indicated in dollars, euros or forints, depending on the Customer's settings.

With regard to the prices of the products (services) that can be ordered on the website, the Service Provider reserves the right to deviate on the basis of price changes and possible promotions. The change will take effect at the same time as it appears on Projexel, so it can be applied to orders received after it appears on the website. The amendment does not affect the purchase price of the products (services) already ordered, it does not adversely affect the consumer.

If a special price is introduced, the Service Provider will fully inform the Customer about the duration of the special offer, which may be for a definite period of time or may last until the stock lasts.

In the event that an incorrect price is displayed on the website - in particular the manifestly incorrect, e.g. If the Service Provider is not obliged to deliver the product (service) at an incorrect price, but may offer to perform it at the correct price, in the knowledge of which the Customer may withdraw from the purchase intention.

5.6. Payment method for Projexel subscription fees

On the "Customer" page, the Customer must provide the following information for the order:

Last name

First name

E-mail address

Phone number

Billing name

Billing address

Method of receipt

In case of delivery, delivery address

Comment, message (optional)

The subscription fee shall be paid by the User to Projexel in advance. The User can pay the subscription fee by credit card. In the case of annual or longer-term subscriptions, Projexel can also provide the User with a bank transfer payment method. Payment of the subscription fee is mandatory after the 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 platform 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 data storage at a location independent from the service provider. The regular gross subscription fee depends on the package's functionalities and the number of users. Active Users are those who have the ability (right) to log in to the Projexel platform. Only one real person can use a single user account in the Projexel platform. Separate persons are required to have separate user accounts (access right). During the operation of the service, Projexel can ensure the prices under normal, intended use. Normal, intended use includes, among other things, the generation of one proposal document after selecting answers to each question on the purchased question list, 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 dates announced by Projexel, an unlimited number of logins to the System, guaranteed response from the client

service within 1 working day, 24 hour/7 day a week technical and security support of the operation, and continuous development.

The Projexel subscription fee is calculated on the basis of access rights, regardless of the actual login of the User on the given day. In case of late payment, Projexel reserves the right to limit (suspend) the service in whole or in part upon the expiry of the payment deadline. Projexel's subscription fees shall also be due for the period of suspension caused by late payment. (During the suspension period Projexel still provides the User with storage of data in the Projexel platform, security backups of data, and the operation of the automations and forms set up by the User.)

The Customer can start the payment process on the "Checkout" page by clicking on the "Checkout" main menu item, or by clicking on the "Checkout" button in the window that opens when scrolling over the cart icon in the header, and by clicking on the "Checkout" button on the "My Cart" page. can get.

The Customer can also review the product(s) (particularly the number of coaching hours) to be ordered displayed on the "Checkout" page, their quantity and the total amount of the purchase. On the "Checkout" page, the Customer is obliged to provide his billing address, and if the billing address is different from his mailing address, the Customer may also enter his mailing address separately. The customer must also provide its Corporate VAT Number as the service is only available upon valid VAT Number is presented.

After selecting and reviewing the delivery option and payment option on the "Checkout" page, the Customer can start the ordering / payment process by clicking on the "Submit Order" button.

5.7. Payment

On the "Checkout" page you can choose the payment method: Stripe, credit card payment. By clicking the "Submit Order" button, the Customer accepts the following data transfer statement:

The Customer agrees that the following personal data stored by the Service Provider in the user database of the Website will be transferred depending on the payment method chosen by the Customer:

- for credit card payments, to Stripe Inc. (address 510 Townsend Street San Francisco, CA 94103, USA) as a data controller.

The range of data transmitted: surname, first name, country, telephone number, e-mail address. The purpose of the data transfer is to provide customer service assistance to the Customer, to confirm transactions and to perform "fraud monitoring" in order to protect the Customer.

For instant online credit card payments, payment is made through the Stripe Inc. system. This payment method is available to anyone who has a Mastercard, Maestro, Visa, Electron or Amex credit card or credit card suitable for online payment. Payment requires card details and an email address. Stripe registration is not required for payment, but the GTC must be accepted.

Stripe Inc. Customer Service can be reached by email at <https://support.stripe.com/contact/> for general and card fraud issues.

Stripe servers are protected by 256-bit SSL encryption from Norton / Symantec / Verisign. The browser will indicate in green if the payment is secure.

Click on the green bar in the browser to ensure security, the detailed SSL certificate can be verified. To enter credit card information, the card type is displayed, as well as the date, CVC code, and a valid email address. The Stripe GTC must also be accepted. The email address is used for contact by Stripe (e.g. in case of fraud or other suspicion) and transactions can be linked to this email in case of registration. If the card details are correct, the payment will be successful. The payment process for a card can take up to tens of seconds. The possible slowness is given by the speed of the credit card system behind the payment channel. If you enter your card information incorrectly, you will receive a friendly and striking error message, and you may try several times within the timeframe specified by the merchant's server. Upon completion of the payment, the customer returns to the Service Provider's website, where the Service Provider displays the result of the purchase. The web store does not have the ability to automatically debit the customer's card. The Service Provider shall not be liable for damages resulting from the use of its password by a third party due to the error of the Customer (cardholder). The Service Provider shall not be liable for any damages resulting from erroneous, incorrect data entry or order writing due to the Customer's fault.

5.8. Order confirmation

After receiving the Customer's purchase offer (order), the Service Provider is obliged to confirm the purchase to the Customer electronically (by e-mail). Orders are processed on business days from 8:00 to 20:00. It is also possible to place an order outside the dates marked as order processing, but if it is made after the end of working hours, the order will only be processed on the following working day. If the confirmation is not received by the Customer within 48 hours from the sending of the offer, the Service Provider's commitment to the offer and any obligation of the Customer shall automatically terminate without any further conditions.

The Service Provider excludes its liability for confirmation if the confirmation does not arrive on time because the Customer provided an incorrect e-mail address during registration or is unable to receive a message due to the saturation of the storage space belonging to his account or for other technical reasons.

5.9. Sending an invoice

Service Provider reserves the right to issue an electronic invoice.

The Service Provider sends the digital invoice in electronic form to the Customer to the e-mail address provided by the Customer, following the order confirmation email sent by the Shopify system, confirming the credit card payment made by the Customer, and then fulfills the order. The details of the purchase can also be checked on the payment page.

The Service Provider uses the Billingo invoicing program, which complies in all respects with the applicable Hungarian legislation. Electronic invoices issued using the Billingo system are in PDF format and comply in all respects with the AFA Act (Act CXXVII of 2007 on Value Added Tax). The Service Provider sends the invoice to the Customer by e-mail via the Billingo invoicing program.

5.10. Changes to the Projexel Service

The Projexel service is still in development and may undergo changes, including modification, temporary or permanent restriction, or discontinuation, without notice. We reserve the right to make these changes for any reason or no reason, and to terminate your license and block your access to the service without notice. Neither we nor our suppliers or licensors will be held responsible for any changes made to the Projexel service.

6. General conditions of order fulfillment

The Service Provider shall not be liable for any delivery delays or other problems or errors that can be traced back to the order data provided incorrectly and / or inaccurately by the Customer. By submitting the order, the Customer also declares that he accepts these GTC and acknowledges that he is obligatory.

Information on shipping costs and conditions can be found on the website.

The Service Provider notifies the Customer of the exact and itemized service delivery cost when confirming the order.

The confirmation includes the purchase price of the products (services) to be paid by the Customer, indicated in the gross price, without VAT content, as well as any costs related to the products. Any bank charges and fees that may be incurred, as well as any VAT and customs obligations that may be incurred depending on the size of the order and the country of the order, and any additional costs shall be borne by the Customer.

Projexel provides the User with the operation of the platform that can be rented as an online service as defined in these GTC.

If Projexel causes damage to the User — subject to the nature of the present service — the responsibility of Projexel is to restore the original condition and to provide professional support in order to mitigate the damage, provided the User has acted with expected diligence (e.g., but not exhaustive: he or she has properly controlled the system access rights, and, in the event of damage, acted with expected diligence).

If we cannot deliver to the chosen country the selected service, we will indicate it. If the order has been paid for and the service delivery cannot be fulfilled, the amount paid will be refunded automatically.

7. Right, method and consequences of withdrawal

Pursuant to Government Decree 45/2014 (II.26.) On the detailed rules of contracts between the consumer and the business, the consumer may not exercise right of withdrawal in the case of any digital service (and coaching sessions) offered by Projexel as these products are clearly tailored to the consumer.

Beta Release Services

According to these Terms of Service, Projexel may provide access to beta and other pre-release services, related materials, and information (referred to as "Beta Release Services") for the purpose of receiving feedback on their quality and usability. The use of the Beta Release Services is strictly limited to testing and evaluation in connection with the Projexel Service and cannot be used for commercial purposes. Projexel is not obligated to provide maintenance, technical, or other support for the Beta Release Services during your participation. Additionally, you acknowledge there is no guarantee that a commercial version of the Beta-Release Services will be made available in the future and it may differ in features or functionality from the Beta-Release Services.

8. Warranty

This section of the consumer information was prepared pursuant to the authorization of Section 9 (3) of Government Decree 45/2014 (II.26.) Using Annex 3 of Government Decree 45/2014 (II.26.). When enforcing warranty rights, the consumer must prove that the cause of the defect already existed at the time of performance, so the costs of proof must also be borne by the consumer.

Disclaimer of Warranties

The Projexel Service and any beta-release services are provided as is without any warranty or guarantee. This means that we do not guarantee the quality, quantity, completeness, accuracy, availability, or speed of the services or the information displayed. Projexel, its licensors and suppliers disclaim all warranties, expressed or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Projexel also disallows any warranties or conditions that the service or any email sent from Projexel is free from viruses or other harmful components. No information or advice obtained from Projexel will create any warranty not explicitly stated in these terms. In jurisdictions where disclaimer of warranties is not allowed, the above disclaimers shall apply to the fullest extent permitted by law. Projexel services and the Site are provided on an as-is and as-available basis. You agree that your use of Projexel will be at your own sole risk.

9. Liability

9.1. Limitation of Liability

In exchange for Projexel's provision of the Projexel Service, you agree to limit Projexel's liability. This means that in no event will Projexel or our Directors, Employees, or Agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of Projexel Services or Site, even if we have been advised of the possibility of such

damages. Projexel is not to be held liable for any claims related to your use or inability to use the Projexel Service, regardless of the theory behind the claim, including but not limited to negligence, contract, tort, strict liability, or otherwise. This limitation of liability applies to, but is not limited to, claims for: (1) direct, indirect, special, incidental, consequential, or exemplary damages, such as damages for loss of profits, goodwill, or other intangible losses (even if Projexel or any supplier or licensor was advised of the possibility of these damages), (2) the cost of procuring substitute products or services, (3) interruption of use or loss or corruption of data, or (4) any amounts paid by you to any of Projexel's business partners, including but not limited to our data providers and the sites we link to. The maximum amount of liability that Projexel will owe you is limited to the total amount you have paid to Projexel.

Projexel does not bear any responsibility or liability for the behavior of User(s)'s towards other Users or third parties.

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

Projexel 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 profit gain as opposed to the User's expectations, as well as for the loss of profit, and/or any financial loss.

Projexel is also not liable for any loss of or damage of any kind caused by any behavior of the User such as loss of any personal or confidential information, the unavailability of hardware or software in whole or in part, personal injury or failure to perform any obligation (including in 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 Projexel. The content of the System and the Projexel 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 Projexel, is the exclusive intellectual property of Projexel, 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 Projexel. Any part of the System and the Projexel Website can only be saved or printed for individual (own) use. However, this entitlement does not constitute 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 Projexel Website only upon explicit permission.

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

Projexel also excludes its liability for indirect damages and costs.

9.2. Liability for damages

This limitation of liability also applies to damages incurred from services or products received through the Projexel Service, or through advertising on the Projexel Service, or from services, products, or advice received through any links provided in the Projexel Service or through any documents generated by the Projexel platform. The inclusion, reception, offering, or advertising of any services or products through or on the Projexel Service does not imply endorsement or recommendation of such services or products by Projexel.

Each provision in these terms is separate and separate from all other provisions. The limitations in this section will still apply even if any limited remedy fails to achieve its intended purpose. However, this shall not apply to the extent prohibited by relevant law.

The Projexel platform and service is operated and provided by 4D Consulting Kft. based in Hungary. Projexel does not guarantee that Projexel is suitable or accessible for use in other locations. People who access or use the Projexel platform and service from other regions do so voluntarily and are responsible for compliance with local laws.

10. Conditions for subcontracting

During execution, Projexel is entitled to employ a subcontractor.

- Projexel is responsible for the subcontractor's performance, both as regards quality requirements and deadlines as if Projexel would have completed the whole work;
- Projexel 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;
- Projexel ensures that its subcontractor operates in compliance with the business confidentiality obligation assumed by Projexel.

11. User responsibilities

The User is required to accept Projexel's contractual fulfillment and to pay Projexel the fee due for the charged performance by the deadline stated on the invoice, in advance of accessing the services. The User has to provide Projexel with the necessary cooperation required to perform this service and get access to the purchased features of the Projexel platform.

The User declares that he or she is aware of the rules of sending e-mail over the Internet. Projexel is not responsible for the content of data traffic generated during the use of the service. Projexel 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.

11.1. Submissions and Feedback

From time to time Projexel will ask for feedback on the Services. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the

Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

11.2. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Projexel Services or Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

12. Code of conduct

By accepting the GTC, the User acknowledges the following:

12.1. Zero tolerance SPAM policy

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

Under the law on electronic advertising, 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 on 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 are also considered spam. Advertising bulletins sent to non-newsletter subscribers are also spam if recipients have not consented to the sending of emails for advertising purposes.

The User is responsible for the necessary consent and the legality of electronic advertisements with regard to emails and messages sent from his own system.

If subsequently, Projexel 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 to his or her database, Projexel reserves the right to disable the mass email sending feature in or suspend the User's system depending on the number of spam complaints and the email sending history. Important: According to the internationally accepted definition and practice - which is used by most internet service providers and Projexel as well - sending advertising to company email addresses (for example info@companyname.com) without prior permission is prohibited in the Projexel platform, just like spam in any other form.

12.2. Contact lists

From the Projexel platform, 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:

12.2.1. 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 passed since the consent was granted, the recipient has already received an advertising message within 12 months from the date of the consent without objecting to 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 the 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 passed since the purchase, the recipient has already received an advertising message within 12 months from the date of the consent without objecting to 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 Projexel to terminate immediately the system of the company sending spam. 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 Projexel platform.

12.3. Conditions

In order for a User to use the Projexel platform 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 Projexel platform, 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 can be generated from Projexel and 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.

12.4. 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 Projexel platform, the User shall delete the addresses older than six months from the list. Because recipients often change their email addresses, it may happen that an address may no longer be existing. Resulting of the high percentage of messages bouncing back from invalid email addresses, the recipients' Internet service providers will start blocking all emails 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 an above-mentioned manner before importing it.

12.5. Prohibited content

The user shall not generate any documentation or proposal on the Projexel platform that is based on its illicit input and thereby:

- 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
- Infringe copyright, patent, trademark, business secret or intellectual property right

- Look as the documentation or proposal from another person or company due to providing the details of other companies or people as input into the Projexel platform
- Look as the documentation or proposal 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 providing misrepresenting input, the user commits the imitation or impersonation of another person or company and thereby generate documentation or proposal unrightfully about this person or company

The user shall not send any emails, SMS, or attachments from the Projexel platform 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
- 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

13. Technical conditions

The Projexel SaaS (Software as a Service) platform is a web-based software service that requires Internet access. You can log into the software via the www.projexel.eu website.

13.1. 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.

13.2. Conditions for work

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

14. Availability

Projexel 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 Projexel service downtime, including scheduled and announced maintenance times and other problems. On request, the Projexel provides an independent third-party report on the availability during the annual settlement.

15. Data backup

Projexel uses all IT security tools expected of it to prevent loss of data caused by possible hardware failures and environmental disasters. Several servers serving the system that are all mirrored and have redundant hard disk storage solutions and uninterrupted 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 Projexel platform will be encrypted daily in a storage location different from the primary server location, which includes the Projexel Database as a whole to restore the System after a possible crash.

16. 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, Projexel does not take any responsibility for any damage resulting therefrom.

17. Confidentiality

Projexel 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. Projexel 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.

Projexel agrees that all data and information transferred to it under this GTC, classified 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 is 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. Projexel 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.

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

17.1. Using the service in a public place

If the User uses the Projexel platform 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 Projexel platform.
- Leave the Projexel platform in any case by using the Exit button rather than closing the browser window.

18. Sales abroad

Seller does not differentiate between buyers within and outside the territory of the European Union and outside the territory of the European Union (third world) by using the Website.

The provisions of these GTC are also applicable to purchases outside Hungary, provided that a consumer who is a citizen of a European Member State or resides in a Member State of the European Union is considered a customer within the territory of the European Union for the purposes of this section. an outside buyer is one who resides in any other country in the world. Similarly, an undertaking within the European Union is one which is established in a Member State of the European Union and purchases or uses goods or services within the European Union solely for the purpose of end-use, while an undertaking outside the territory of the European Union is one which: you buy with the same intention of using Projexel, but you are

established in any other country in the world. A consumer is a natural person who is acting for purposes which are outside his trade, business, craft or profession.

The language of communication is primarily Hungarian and secondarily English, while the language of purchase is primarily English. The Service Provider is not obliged to communicate with the Customer in the language of the Member State or in the language of any other country. Furthermore, the Service Provider is not obliged to comply with non-contractual requirements specified in the national law of the Customer's country in relation to the product concerned, such as labeling or sector-specific requirements, or to inform the Customer of these situation-specific requirements.

The Customer comes from any country and can use its legal enforcement possibilities according to these GTC. If an electronic payment solution is used, the payment will be made in the currencies specified by the Service Provider, and not in the currency of the Customer's country.

We reserve the right to refuse orders placed with us. We may limit or cancel the quantities purchased per person (particularly in case of purchased coaching sessions), per household or per order at our sole discretion. These restrictions may include orders placed with the same PayPal account, Amazon account, credit or debit card, and / or orders using the same billing and / or shipping address. In the event that we modify or cancel an order, we will attempt to notify you by entering the email and / or billing address / telephone number provided at the time of the order. We reserve the right to restrict or prohibit orders placed in the sole discretion of merchants, resellers or distributors from any country.

19. Complaint handling, enforcement

The Customer may submit consumer complaints related to the product or the Service Provider's activities at the following contacts of 4D Consulting Kft.:

Availability: 6000 Kecskemet, Karolyi utca 6., Hungary

Opening hours: at a pre-arranged time

Internet address: <http://www.projexel.eu>

Order, Customer Service: info@projexel.eu

Ordering, Customer Service: Roland Zonai +36306500212

The consumer may communicate orally or in writing to the Service Provider his complaint concerning the conduct, activity or omission of the undertaking or a person acting in the interest or for the benefit of the undertaking in direct connection with the distribution or sale of the goods to consumers. The Service Provider shall immediately remedy the oral complaint or objection, if it has the opportunity to do so. If it is not possible to remedy the oral complaint immediately (due to the nature of the complaint) or if the Customer does not agree with the handling of the complaint, the Service Provider shall keep a record of the complaint, which it shall keep for five years. The Service Provider is obliged to hand over a copy of the minutes to the Customer on the spot in case of an oral complaint communicated in person.

The record of the complaint must include the following:

1. the name and address of the consumer,
2. the place, time and manner of submitting the complaint,
3. a detailed description of the consumer's complaint, a list of documents and other evidence presented by the consumer,
4. a statement by the business of its position on the consumer's complaint, where it is possible to investigate the complaint immediately,
5. the signature of the person who took the minutes and, with the exception of an oral complaint made by telephone or other electronic means, by the consumer,
6. place and time of recording of the minutes,
7. in the case of an oral complaint communicated by telephone or other electronic communications service, the unique identification number of the complaint.

The Service Provider is obliged to send a copy of the minutes to the Customer at the latest at the same time as the substantive reply.

The Service Provider is obliged to provide the record of the complaint with a unique identifier, which must also be communicated to the Customer.

The Service Provider will respond to the complaint recorded in the minutes on the merits within 30 days. If the complaint is rejected, the Service Provider shall inform the Customer in writing of the reason for the rejection.

The Contracting Parties shall use their best endeavors to settle any disputes by peaceful negotiation. Disputes arising from the contract concluded with the operator shall be settled primarily amicably by agreement between the parties. In the event that the consumer dispute between the Service Provider and the Customer is not settled within 30 calendar days during the consultation with the Service Provider (complaint handling), the Customer may use the following enforcement options: in the case of Hungarian customers, complain to the In the case of consumers, you can file a complaint with the National Consumer Protection Authority in Hungary. In the case of Hungarian consumers, the first-level consumer protection official tasks are performed by the capital city and county government offices competent according to the consumer's place of residence, the list of which can be found here: <http://www.kormanyhivatal.hu/>. If these do not lead to a result, the parties will have to go to court, where they can initiate civil proceedings before a Hungarian court with jurisdiction and competence, in connection with which Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure . The provisions of this Act shall apply. Furthermore, in the case of Hungarian customers, you are also entitled to apply to the Conciliation Board competent for your place of residence or stay and may initiate the proceedings of the Conciliation Board, while in the case of foreign customers the procedure may be initiated by the Budapest Conciliation Board at 1016 Budapest Krisztina krt. 99. III. em. 310., available at: www.bekeltet.hu.

The Service Provider is obliged to cooperate in the conciliation board proceedings. In this context, the Service Provider has the obligation to send a reply to the Conciliation Board's call,

and the obligation to appear before the Conciliation Board ("ensuring the participation of the person authorized to reach an agreement at the hearing") is set as an obligation.

If the registered office or premises of the Service Provider is not registered in the county according to the chamber operating the territorially competent conciliation body, the obligation of the enterprise to cooperate extends to offer the possibility of concluding a written agreement in accordance with the consumer's needs.

In the event of a breach of the above obligation to cooperate, the consumer protection authority has the power to impose mandatory fines in the event of infringing conduct by undertakings as a result of a change in legislation, and there is no possibility of waiving fines. In addition to the Consumer Protection Act, the relevant provision of the Small and Medium-sized Enterprises Act has also been amended, so that the imposition of fines will not be waived in the case of small and medium-sized enterprises either.

The amount of the fine may range from HUF 15,000 to HUF 500,000 in the case of small and medium-sized enterprises, while from HUF 15,000 in the case of non-small and medium-sized enterprises with annual net sales exceeding HUF 100 million, 5% of the company's annual net sales. but up to a maximum of HUF 500 million. By introducing a mandatory fine, the legislator aims to emphasize cooperation with conciliation bodies and to ensure the active participation of undertakings in conciliation proceedings.

The Conciliation Body is responsible for resolving consumer disputes out of court. The task of the conciliation body is to try to reach an agreement between the parties in order to settle the consumer dispute, failing which it will decide on the matter in order to ensure simple, fast, efficient and cost-effective enforcement of consumer rights. At the request of the consumer or the business, the conciliation body shall provide advice on the consumer's rights and obligations.

The conciliation body's proceedings are initiated at the consumer's request. The request shall be made in writing to the chairperson of the conciliation body: the written requirement may be complied with by letter, telegram, telegraph or fax, and by any other means which allows the recipient to keep the data addressed to him permanently for the purpose of the data. , and display the stored data in an unchanged form and content.

The application must include the:

- a. the name, place of residence or stay of the consumer,
- b. the name, registered office or registered office of the business involved in the consumer dispute,
- c. if the consumer designates the competent body instead of the competent conciliation body,
- d. a brief description of the consumer's position, the facts and evidence supporting it,
- e. a statement by the consumer that the consumer has made a direct attempt to resolve the dispute with the business concerned

- f. a statement by the consumer that no other conciliation body has initiated proceedings in the case, no mediation proceedings have been initiated, no claim has been lodged or no application for a payment order has been lodged,
- g. the motion for a decision of the panel,
- h. the consumer's signature.

The application shall be accompanied by the document or a copy (extract) of which the consumer refers to as evidence, in particular the written statement of the business rejecting the complaint or, failing that, any other written evidence available to the consumer to attempt the required consultation.

If the consumer acts through a proxy, the proxy must be attached to the application.
More information about the Conciliation Bodies is available here: <http://www.bekeltetes.hu>
More information on the territorially competent Conciliation Bodies is available here: <https://bekeltetes.hu/index.php?id=testuletek>

Regulation (EU) No 524/2013 of the European Parliament and of the Council created a new interactive website, the EU Online Dispute Resolution Platform. The purpose of this website is to settle disputes arising from online transactions between Service Providers and consumers, avoiding litigation. Projexel is available at the following email address: onlinevita@bkik.hu and at the following web address: <http://ec.europa.eu/odr/>

If you are dissatisfied with the Service Provider's assistance in resolving consumer disputes, you can also submit a complaint to the EU Online Dispute Resolution Platform at the following address: <http://ec.europa.eu/odr/> and <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>.

19.1. Arbitration

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least forty five (45) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Beyond the forty-five day negotiations period, disputes between you and Projexel will be resolved by BINDING ARBITRATION as described in more detail in the Arbitration Agreement included below. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this agreement (except for matters that may be taken to small claims court).

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. You are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than they would be in court. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by courts or judges.

19.2. Arbitration Agreement

You and Projexel agree that any dispute, claim or controversy arising out of or relating in any way to the Projexel Service, our website or user interfaces, or these Terms of Use shall be determined by binding arbitration instead of in courts of general jurisdiction. You and Projexel agree that this arbitration agreement extends to the determination of the scope or applicability of this agreement to arbitrate.

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20. Partial invalidity

If any clause of the GTC is legally incomplete or invalid, the remaining clauses of the contract will remain in force and the provisions of the relevant legislation will apply instead of the invalid or defective part. The Service Provider does not have a code of conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers.

The Service Provider is solely responsible and liable for the content placed on the website by itself, however, it excludes all responsibility for the conduct of the users of the website. The Customer is obliged to ensure that the use of the website by him does not infringe the rights of third parties or the law, either directly or indirectly. The Customer is fully and exclusively responsible for its own conduct, at the same time acknowledging that in such a case the Service Provider fully cooperates with the acting authorities in order to detect violations.

The Customer warrants at all times that it is fully liable under civil and criminal law for the legality of the information and data uploaded by it, placed on the Service Provider's server or transmitted on its network and social media interfaces, and the Service Provider is not liable for any resulting legal consequences. The Service Provider declares that it does not take any responsibility for the content of the files and data uploaded by the Customer.

The Service Provider is entitled, but not obliged, to check the content uploaded by the Customer during the use of the website or other social media interfaces, and the Service Provider is entitled, but not obliged, to look for signs of illegal activity with regard to the uploaded content. However, the detection of content and activity that is obviously illegal or in breach of Internet ethics entitles the Service Provider to refuse to fulfill the order with the simultaneous notification of the Customer.

The Service Provider shall not be liable for any loss of information, overloading or malfunction caused by a third party resulting from the operation of the Internet network. The Service Provider does not guarantee the uninterrupted or error-free operation of the website.

Based on the authorization of the law, the Service Provider may manage the natural personal identification data and address necessary for the identification of the Customer, as well as the date of using the service, in order to create the contract, determine its content, modify it, monitor its performance, invoice information on the duration and location of the In addition,

the service provider may process personal data that is technically essential for the provision of the service in order to produce the product and provide the service.

The Service Provider must operate the devices used during the preparation of the product and the provision of the service in such a way that personal data is processed only if it is absolutely necessary for the preparation of the product and the provision of the service and other purposes specified by law, but also in this case. only to the extent and for the time necessary. The Service Provider may process data related to the preparation of the product and the use of the service for any different purpose - especially to increase the efficiency of its service, to deliver electronic advertising or other targeted content to the user, market research - only with the prior definition of the data management purpose and the Customer's consent. During the performance of the contract, the Customer must also be able to continuously prohibit the processing of data for different purposes. The data may not be transferred to third parties without the consent of the Customer.

The data provided by the Customer and managed for the above purposes must be deleted after the non-conclusion of the contract, the termination of the contract and the invoicing. The image data uploaded by the Customer to the Website will also be deleted after the non-conclusion of the contract, the termination of the contract and the invoicing. Exceptions to this may be image data that is archived at the express request of the Customer for the purpose of further ordering.

The entire Service Provider's website (graphic elements, templates, texts and technical solutions) is protected by copyright or other intellectual property rights, so all related rights above them are the property of the Service Provider, including those created or modified by the Service Provider and this Agreement. also the copyright of the intellectual works made available to the Customer on the basis of

The saving or printing of any content of the website on physical or other data carriers for private use or with the prior written consent of the Service Provider is permitted. Use beyond private use - such as storage in a database, transmission, publication or downloading, placing on the market - is only possible with the prior written permission of the Service Provider.

21. Data protection

By accepting the GTC, the User acknowledges and accepts the information contained in the Projexel's Privacy Policy.

21.1. 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 do you need innovation consulting service?
- 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 our calls:

- 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 Projexel platform. The range of these data depends on the fields you create, and this is your responsibility what data you capture in those.

21.2. The purpose of the processing

- We will email our clients about new features, free tutorials and workshops, and ideas useful for client management.
- If we receive a request 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 details for 365 days.
- As a data processor, we automatically erase the client data entrusted to Projexel after 90 days of closing the account.
- In the case of Projexel 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).

21.3. Roles

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

- Data Controller: The Projexel 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: 4D Consulting Kft. 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.

21.4. 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.

21.5. 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 Projexel at the preparation of the Projexel 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 organizations 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 Projexel 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 Projexel 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 Projexel software. I will not email that data either to the central (info@projexel.eu) or the direct email address of the Projexel staff.

I declare that I provide access to my Projexel system for the Projexel employees only through the "consultant invitation" function, I never record them as a "normal" user. By giving my consent, I understand that Projexel 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 info@projexel.eu email address.

21.6. Legal ground based on a legitimate business interest

If by filling in the form you give your data and show your interest in the Projexel platform, 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.

21.7. Contractual legal ground in case of subscription

If you subscribe to the Projexel platform, 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 even if 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.

21.8. 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.

21.9. Data security

The parties state that the system of data security requirements means supporting the protection of personal data with technical and personal measures, as well as physical and IT solutions.

The parties declare that the Data Controller and - acting on behalf of the Data Controller - the Data Processor act in their data management and data processing activities in accordance with the provisions of Infotv., the data protection rules and jurisprudence, comply with the provisions of the applicable legislation, and also take into account the most important international recommendations related to data protection.

The parties declare that personal data is stored on protected servers with limited access, and in addition, the Data Controller and Data Processor take all necessary technical and organizational measures against the loss, use for other purposes, disclosure, change, or deletion of data of the data subject by unauthorized persons.

Parties - among others -

- ensure that the stored data is accessed through an internal system or through direct access only by authorized persons and only in connection with the purpose of data management,
- ensure the necessary, regular maintenance and development of the equipment used,
- the data storage device is placed in a closed room with adequate physical protection, and its physical protection is also ensured,
- they ensure that the data stored in the various registers cannot be directly linked and traced back to the subject.

22. Force Majeure

Force majeure is any extraordinary event after the conclusion of a contract that 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 fault. Such events may include, in particular: a state of 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.

23. Other information

Purchasing on the Website presupposes that the customer is aware of the technical and technical limitations of the Internet and accepts the possibility of errors associated with the technology.

The Service Provider is not liable for any damage caused by connecting to the Website. It is the visitor's responsibility to assess how you can protect the data stored on your computer from intruders.

The Customer is solely responsible for the connection to the Website operated by the Service Provider and for the purchase in Projexel. The Service Provider cannot be held liable in case of force majeure.

In particular, but not limited to, errors in the Internet network that prevent the Website from operating smoothly and making purchases in Projexel, as well as data sent and received on the Internet in connection with the malfunction, shall be considered force majeure.

Projexel is an online information system with an adequate level of security.

The Service Provider does not disclose the Customer's data to third parties, unless the third party acts as a subcontractor / contributor of the Service Provider during the performance of the contract.

Certain content, products and services available through our Service may also contain material from third parties. Third-party links on this site may lead to third-party sites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we are not responsible for any third-party material or website, or any other third-party material, product, or service.

We will not be liable for any damage or injury that may result from the purchase or use of goods, services, resources, or content, or any other transaction, in connection with any third party website. Please read the third party policies and practices carefully before making any transaction and make sure you understand them. Complaints, claims, concerns or questions regarding third party products should be addressed to the third party.

The Service Provider uses affiliate or subcontracted consultant partners who have the same rights and obligations as the Service Provider. In such cases, the consultant partner serves the Customer directly.

When handling the Customer's data, the Service Provider acts in accordance with the provisions of the legislation on the protection of personal data in force at any time. With the order, the Customer expressly agrees or accepts that the necessary data for delivery of the coaching sessions is handed over to the consultant partner contracted with the Service Provider and the deliverer specifically for this purpose - further information on data management can be found on the Data Management Information page.

24. Termination of the contract

24.1. Cases of contract termination

The obligations of the parties incurred before the date of termination shall survive the termination of this Agreement.

These Terms of Service are only valid until terminated by you or us. You may terminate the Terms of Service at any time by notifying us that you no longer wish to use our Services or by discontinuing your use of our site.

If, in our personal judgment, you have failed or suspect that you have failed to comply with any term or provision of these Terms and Conditions, we may terminate this Agreement at any time without notice and you will continue to be liable for all amounts due up to and including the date of termination; and / or may deny you access to our Services (or any part thereof) accordingly.

The User may terminate this contract with immediate effect without any specific reasoning. In this case, Projexel will settle the prepaid subscription fee to the User within 30 days, if the User is not in debt to Projexel. During the settlement, Projexel validates the subscription fee without the discounts granted by Projexel to the User for the subscription period, in relation to the period of use of the system by the User, and during the settlement, the subscription fee without discounts is used as a basis.

Projexel 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 Projexel, or individual Users, in particular, the reputation of Projexel, or if Projexel 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 Projexel.

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 Projexel platform are owned by the User, so when the contract is terminated by any party, the data entered in the Projexel platform 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.

24.2. Settlement of Disputes

The user can reach Projexel with any possible complaint via the following contact details:
+36306500212, info@projexel.eu

The User agrees that the Projexel Client Service will only be available to Users spending their free 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 Projexel Client Service may refuse to service other persons. Users can contact the Projexel Client Service via telephone on working days between 11 a.m. and 3 p.m.

Projexel 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 Kecskemét (Kecskeméti Járásbíróság).

25. Other agreement

Failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and the policies or operating rules published on this website or relating to the Service constitute the entire agreement and understanding between Customer and Service Provider and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and suggestions; either orally or in writing between Customer and Service Provider (including, but not limited to, any prior version of the Terms of Service).

Ambiguity arising from the interpretation of these Terms and Conditions shall not be used against the editor.

The Service Provider is entitled to unilaterally amend these General Terms and Conditions at any time, in addition to informing the Customers in advance on the website. The amended provisions shall become effective for the Customer upon the first use of the website, and shall apply to orders placed after the amendment.

We reserve the right, in our sole discretion, to update, amend or replace any part of these Terms and Conditions by posting updates and modifications on our website. It is your responsibility to check our website regularly for changes. Following the publication of changes to these Terms and Conditions, continued use of or access to our website or Service constitutes acceptance of the changes.

You can view the latest version of the Terms and Conditions at any time on this page.

In matters not regulated in these GTC, Act V of 2013 on the Civil Code (Ptk.) And Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society. The rules of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the business shall apply accordingly.

26. Applicable law

These Terms of Service and any separate agreements under which we provide the Services to you are governed by and construed in accordance with Hungarian law.

27. Related Information

Questions regarding the Terms and Conditions should be sent to us at info@projexel.eu.
Kecskemét, 2023.08.29.

Please note: The whole text of the present Contract was written in English and Hungarian. Both versions are authentic, but for legal purposes the text in Hungarian is preferred.

You agree that, by entering into this Agreement, you and Projexel are each waiving the right to a trial by jury or to participate in a class action. The Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement and the termination of your use of the Projexel Service.

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