General Terms and Conditions

EduBase Educational Services Limited Liability Company
Last revision: 30th October 2024

D   Definitions

In the present document the words and expressions below shall have the following meaning:

Service Provider	EduBase Educational Services Limited Liability Company (Registered seat: 1046 Budapest, Pálya street no. 24, 4th floor/20; company registration number: 01-09-284426)
Service	Online educational and training services provided by the Service Provider through the Website including but not limited to, (i) online practicing and examination system (ii) sharing teaching materials, (iii) other ancillary services related to services set forth in points (i) and (ii) above.
General Terms and Conditions or GTC	The present general terms and conditions and its effective versions as amended from time to time.
Service Agreement	Contract on the provision of certain services by the Service Provider, which is entitled as written above.
Client	Natural or legal persons who or which have concluded an agreement with the Service Provider in order to receive Services, or who uses the Website after registration.
Intellectual Property Rights	Any rights referring to patent, trademark, service marks, copyright, and extraction of information from database, industrial designs, know-how; rights referring to confidential information, or any other rights falling within the scope of intellectual or protection of industry, irrespective if it is registered or not and irrespective if it is suitable for registration and/or it is existing in Hungary or in any other part of the world, jointly with any and all goodwill connected or related to it.

Starting Date	The day defined in the relevant Service Agreement or - in case of registration - the day of registration.
Third Party's Intellectual Property Rights	Intellectual property rights used during the Service and belonging to a third party.
Website	Internet websites under the domain name www.edubase.net, its subpages and further internet sites run by the Service Provider, which redirect the users to www.edubase.net webpage.

1.   Introduction

1.1. The Website is operated and maintained by **EduBase Educational Services Limited Liability Company** (registered seat: 1046 Budapest, Pálya street no. 24, 4th floor/20; data management registry numbers: NAIH-121164/2017; NAIH- 121257/2017; contact and email address: info@edubase.net; tax identification number: 2598386-2-41; registered seat of hosting provider company: 31205 Macon, GA, the United States of America; email address of hosting provider company: info@ramnode.com).

1.2. The purpose of the Website is to provide the Clients with access to the use of Services through Internet.

2.   Scope

2.1. The scope of the present GTC covers only the services provided on the Website.

2.2. The scope of the present General Terms and Conditions covers any and Service Agreement which is concluded by and between the Service Provider and the Client in respect of the Service.

3.   Rights and obligations of the Parties

3.1. The Service Provider provides the Service through the interface set up for this purpose. The Client (I) may access the interface with the username chosen by him or her and with the password that may be changed at any time, or (II) with the so-called Social Login.

4.   The Client's main rights and obligations

4.1. By using the Website and/or the Service provided through the Website, the Client expresses his or her consent to be bound by the present General Terms and Conditions.

4.2. By accepting the present General Terms and Conditions the Client acknowledges that the Service Provider shall in no way be responsible for any malfunctions occurring in the course of the use of the Website which are caused by the breakdown of network system or equipment, including any technical equipment belonging to the Client.

4.3. The Service Provider provides access to the Website for everyone who accepts the present General Terms and Conditions and complies with its provisions. The Client is entitled to use certain elements of the Services, especially those which are conditional to payment of a fee according to the terms set forth in the Service Contract. The Service Provider is entitled to refuse the use of Services and the Website for all those persons who violates the terms of the present General Terms and Conditions or any other legal requirements related to the use of the Website, and furthermore the Service Provider is entitled to enforce claims for damages to Clients mentioned above.

4.4. The Client shall notify the Service Provider within five days in case of change in any data provided in the course of the registration and the conclusion of Service Agreement on the provision of services in return of a fee. The Service Provider shall not be liable for damages caused by the inaccuracy of the provided data or the omission of notification of the changes of data.

4.5. The Client is entitled to grant access to persons appointed by it, to request username and password for such persons for the purposes of the use of Services in accordance with the purchased service package. The Client is responsible for these persons' conduct. The Client shall notify the persons appointed by it about the rules of proper use of the Services.

4.6. The Client shall use the Service in accordance with the applicable legal provisions and shall not violate any third party's rights and legitimate interests. The Client shall expressly acknowledge that the breach of this prohibition constitutes as material breach, and besides other sanctions the Service Provider becomes entitled to terminate the Service Agreement with immediate effect.

4.7. The Client is obliged to co-operate with the Service Provider to an extent which is desirable for the Service Provider to be able to fulfill its obligations under the present Agreement. Such expected co-operation is in particular:

(A) The provision of any and all information for the Service Provider that the Service Provider rightfully requests in order to fulfill its obligations under the present GTC (with respect to the restrictions regarding Confidential Information);

(B) Procuring that upon the Service Provider's request the Client's representative shall be present or the Service Provider shall be able to consult with such person regarding any problem related to the Service Provider's work.

4.8. The Client acknowledges and accepts that for using the Service he or she must possess proper Internet access, local network, workstations. The conditions necessary for the use are set forth in System Requirements appearing in Appendix 1 to the present General Terms and Conditions.

4.9. The Client has sole responsibility for the confidential management of the data provided in the course of registration described in point 3.1. (hereinafter: registration data). Furthermore, the Client is responsible for any and all activities which happened using his or her registration data or – if the service ordered makes this possible – with any other user access provided by the Client. The Client has to notify the Service Provider without delay about unauthorised use of his or her access or the violation and risks of safety requirements.

4.10. The Client shall choose a properly complex password and change such password at appropriate intervals but at least every three months. Password management is the Client's responsibility. The Service Provider excludes its responsibility for damages occurring out of or in relation to any data loss or transfer of data which is not attributable to the Service Provider occurring related to the omission of change of password.

4.11. The Client shall procure the virus and malicious software free operation of its devices and the protection of such devices against unauthorised access and at the same time the Client is obliged to ensure the minimum parameters of his or her devices throughout the entire period of the use of services. The Service Provider is not responsible for any damage caused by malicious software which occurred on the Client's device or in any of the Client's database.

4.12. The Client represents and warrants that he or she:

(I) uses the Service only for legitimate purposes;

(II) does not use the Service for storing or transferring any obscene, threatening, offensive, defamatory materials or materials which are incompatible with the obligations of confidentiality, infringing intellectual property right or are unlawful in other respects;

(III) does not transfer or causes the transfer through the Service of such electronic materials (including viruses) that would adversely affect the Service Provider's or any other person's services or they may be harmful on them;

(IV) ensures that appropriate and up-to-date anti-virus software is applied on any and all workstations to be used for accessing the Service and to use appropriate and up-to-date firewall protection between any and all computers and the internet;

(V) licenses the Service Provider – in case of Client who are not consumers – to use the Client's name and logo as reference without any limitation;

(VI) uses data generated in the course of the use of the Service only for permitted purposes and in permitted forms.

5. Regulations related to the Client

5.1. Each Client shall comply with the laws of Hungary besides the provisions of the present General Terms and Conditions, furthermore the provisions of codes of conduct for Internet use, and the Client is responsible for the damages caused out of or in relation to this.

5.2. The Service Provider manages the data provided by the Client only for specified purposes, in accordance with the provisions of Privacy Policy solely for the provision of the Service.

5.3. The Service Provider shall not transfer data for third parties; except for the persons included in the Privacy Policy or administrative or judicial requests. The Service Provider acts in accordance with Act CXII of 2011 on the right of informational self-determination and freedom of information in the course of the management of the Client's data.

5.4. For ordering the Service provided on the Website the provision of the following data are required:

(A) In case of natural persons:

- Full name
- Email address
- Telephone number
- Billing address

(B) In case of legal person:

- Company name
- Registered seat
- Tax number
- Email address
- Telephone number
- Representative's name

5.5. The following data are required for the registration on the Website:

(A) In case of natural person:

- Full name
- Email address
- Gender

5.6. The Service Provider is entitled to check or revise the Client's data. The Service Provider shall not be responsible for the Client's false or invalid data or for damages incurred out of or in relation to the provision of false or untrue data.

6. Information relating to the order of services available on the Website

6.1. The language of the contracts concluded through the Website is Hungarian; these contracts are deemed as written contracts and are stored by the Service Provider.

6.2. The purchase of Services available on the Website by the Client may be performed after the provision of the detailed parameters of the desired Service. The information disclosed on the Website are deemed as call for proposals – and not as an offer for the conclusion of contracts – according to the provisions of Act V of 2013 on Civil Code (CC). Therefore, in case of order via electronic means from the Website the Client is considered the tenderer.

6.3. After the submission of the order on the Website, the Service Provider confirms the arrival of the order in electronic letter.

7. Subscription and fees

7.1. The Client shall pay the fee set forth in the Service Agreement for the provision of the Services which are provided against fee.

7.2. Unless stated otherwise in the the Service Agreement, Service Fee must be fully paid, in one installment, according to the agreement between the Service Provider and the Client.

7.3. The prices published on the Website are informative, gross retail prices. Due to the nature of the Service the Service Charge may change according to the service elements chosen by the Client; in this regard the fees cannot be reasonably calculated in advance, thus depending on the chosen service extra charges may arise.

8. The right of rescission of the Client as a consumer

8.1. According to clause 20 (1) of the Government Decree 45/2014 (II. 26.) on the detailed rules of contracts concluded between consumers and the undertakings (hereinafter referred to as: Government Decree), the Client is entitled to rescind the agreement within 14 days from the commencement of the Service in respect of the purchased Service. In this regard, should the Client be deemed as a consumer and is entitled exercise the right of rescission, he or she may exercise such right within the aforementioned deadline by using the the sample declaration of Appendix no. 2 of the Government Decree or through an explicit statement referring to this delivered personally or via email.

8.2. In case of rescission in accordance with the present GTC the Client shall cease the use of the Service without any delay. The Client shall the pay the proportionate fee of the Service to the Service Provider for the Service performed until the notification of the Service Provider on the withdrawal.

8.3. Provided that the Client has duly proved that he or she has ceased to use the Service, the Service Provider is obliged to refund the sum paid by the Client after the deduction of the amount set forth in point 8.2. to the account correctly given by the Client within 14 days from the discovery of the rescission. The Service Provider do not take responsibility for the performance errors occurring out of inaccuracies or invalidity of data provided by the Client.

8.4. Should the Client as a consumer expressly request the commencement of the provision of Services ordered before the expiry of the walk-away period, the Client shall reimburse the Service Provider's reasonable costs if he or she exercises the right of rescission after the commencement of the provision of the Service.

8.5. The Client by accepting the present General Terms and Conditions explicitly requests the commencement of the provision of the Service with the effect of the Starting Date.

9. Methods of payment

9.1. In case of ordering the Service the Client may choose from the following payment methods:

(A) Through the Internet, with the help of the service of PayPal, Wise, Stripe or OTP Mobil, through which the obligation to pay may be fulfilled totally safe, with proper encryption;

(B) By bank transfer to on the Service Provider's payment account held at OTP Bank with account no. 11704007-22052548;

(C) By methods which do not fall under point (A) and (B), under the mutual, written agreement between the Client and the Service Provider.

9.2. Information regarding the processing of orders

Orders are processed on workdays; at weekends and on holidays the customer service of the Website cease to be available.

Contact details of the customer service:

(A) postal address: Budapest, 1046, Pálya street 24, 4th floor/20;

(B) email: info@edubase.net.

10. Information referring to the Service Provider

10.1. The Service may differ from the imagery published on the Website and the illustration showing the expected form of the respective Service. The Service Provider shall not be liable for any discrepancy between the illustration on the Website and the visualization of the actual Service, or for any damage occurring out of or in relation to it.

10.2. By using any service available on the Website, the Client undertakes to hold the Service Provider harmless and to indemnify the Service Provider in relation to all damage, cost, fee and expense including reasonable legal fees, which incurred at the Service Provider due to or in connection with the upload, use of unlawful content or any other acts performed in the course of any orders therewith.

11. Subsidy on products, error reporting, troubleshooting

11.1. The Service Provider undertakes to procure 95% annual system availability. Service outage occurring as a result of maintenance published in advance, furthermore service outage due to circumstances which do not depend on the Service Provider (including but not limited to the external malfunction affecting the whole Internet service or any part thereof, for example permanent power-cut, discontinuity of line, fire, other accidents) and the duration of works necessary for the termination thereof shall be excluded from the annual system availability, for which the Service Provider shall take no responsibility.

11.2. The Service Provider provides a so-called support service and service monitoring during the term of the present agreement, and makes all reasonable efforts in order to provide error-free operation of the Service.

11.3. If requested, the Service Provider offers training programmes on the use of the Service to the Client, subject to the terms and fees set forth in the Service Agreement.

11.4. Should any outage or other error occur which hinders the use in the operation of the system which serves as a basis of the Service, the Service Provider provides troubleshooting services to the Client subject to the notification of the Service Provider in order to terminate such errors without delay. The error classification of the Service and the deadlines undertaken by the Service Provider in order to answer to or terminate such errors are listed in Annex 2 of the GTC hereunder.

11.5. The Service Provider is available for the receipt of notifications during the following periods:

(A) during work-time (on workdays between 08.00-17.30)

(I) in case of any emergency level errors in email, except for the emergencies of High or Critical level (their announcement has to be done in ALL cases in a written form);

11.6. The contact for submitting error notifications:

(A) email: webmaster@edubase.net

11.7. Minimal content requirements of error notifications:

(A) the concerned Client's, Clients' data,

(B) the time when the error occurred,

(C) telephone number for keeping in touch during fixing the error,

(D) description of the concerned interface,

(E) the detailed description of the error.

11.8. The Client may announce errors of High (Critical) level outside office hours in email. The Service Provider commences the troubleshooting within 48 hours after its notification about the errors.

11.9. In case of failure of the Service, the Service Provider's shall be liable only if the Client has made the Service Provider aware of the error in such details, that it may be unambiguously understandable, identifiable and definable. The the time when the Client makes the Service Provider aware of the error in an unambiguously understandable, identifiable and definable manner shall be deemed as the time of the reporting of the respective error . The Client's delay may not be attributed to the Service Provider. Should the Service Provider fail to perform its obligations due to reasons out of its interest, this shall not be deemed as a delay of the Service Provider.

11.10. The Client shall expressly acknowledges that the Service shall be considered duly functioning, if the error does not limit the functioning of the essential elements of the Service.

12.   Limitation of liability

12.1. The upper level of the Service Provider's responsibility at any grounds on the basis of the use of the Service or in connection with it by the Client is the service fee paid for using the respective Service.

12.2. The Service provider shall not be responsible for the damages which occurred for reasons beyond its control or for errors which limited the use of the Service. The Website and the core system of the Service fall within the Service Provider's interests. The control means the limitation points needed in order to define the parties' responsibility for performance or non-performance of the obligation under the agreement or the breach thereof. The Service Provider is not responsible if the Service may not be provided because of certain service elements falling in the Client's control, especially because of the failure of Service due to the non-functioning of its internet access.

13.   Indemnification by the Client

13.1. The Client shall indemnify the Service Provider and continuously keep indemnified against all damages, expenses, liabilities and cost – including the fees of legal and other experts – which occur in relation to or

by the Service Provider due or in connection to the breach of Standard Contractual Clauses by the Client. Should any third person, or any authority or court pose any claims or initiate any proceedings due to to any infringements/violation (including the infringement of law or the infringement of the rights of third persons) of the Client, the Client shall be solely liable for all liabilities occurring under the infringement, and the Client undertakes to take all actions requested by the Service Provider (in particular public or other statement declaring the responsibility of the Client for the abuse or infringement and the unequivocal demonstration of the uninvolvement of the Service Provider) against the infringements and abuse in order to protect the goodwill of the Service Provider (including the connection of the infringement or abuse with the name of the Service Provider and the measures taken to prevent or mitigate the damages and risks at the Service Provider). The Client shall indemnify the Service Provider against all damages, losses and expenses, which occurred at the Service Provider due to or in relation to the unlawful conduct of the Client including but not limited to the consequences of any legal actions or proceedings initiated against the Service Provider and all the costs related to them.

13.2. With regard to the limitation of warranties set forth in the Service Agreement, the Client acknowledges that the limitations and restrictions of liability of the Service Agreement and the present GTC are in line with the nature of the obligations and the professional practice of the Service Provider under the Service Agreement, and the disadvantages arising out of the limitation of liability and its limitation and the disadvantages occurring at the Client were duly counterbalanced.

14. Intellectual property rights

14.1. The Client acknowledges that he or she does not acquire the intellectual property rights of the Services or connected to the Services and that beyond the license granted at point 14.3. the Client has no further rights in reference to intellectual property rights.

14.2. The Service Provider is entitled will be entitled to any intellectual property right created or acquired by the Service Provider, through the Service and during the period covered by the General Terms and Conditions.

14.3. The Service Provider grants the Client non-exclusive, limited license in relation to the intellectual property rights regarding the Services to such an extent which is reasonably necessary in order that the Client may use the Services exclusively for the purposes stated in the Service Agreement.

14.4. The precondition of the license stated at point 14.3. is that the Client will completely fulfill the obligations of service payments.

14.5. The Client expressly declares that it grants exclusive license - without territorial restrictions, for unlimited period - to the Service Provider to use all works transferred to the Service Provider which is subject of copyright, in particular the questions and videos uploaded to the Website in the course of the use of the Service. In this regard, the Service Provider is particularly entitled to replicate it in any counterparts for unlimited instances and to publish it.

14.6. The Client represents and warrants that no third person has any rights regarding the questions, videos, or any other materials which is subject to protection of intellectual property rights. In this respect, the third party has no right against the Service Provider and in this context no right is enforceable against the Service Provider. As long as acquiring the copyright is hindered or restricted by a third party's right, the

Client shall indemnify the Service Provider according to Article 13. of the present General Terms and Conditions.

15. Data protection and protection of trade secrets

15.1. The Service Provider stores the data which came to its attention in the course of the performance the Service until the time set forth in the Privacy Policy and published on the Website.

15.2. The Service Provider does not take responsibility for the damages resulting from the unforeseeable whole or partial loss or corruption of data generated in the course of the use of the Service, which occurred to to reasons out of the Service Provider's control. The Service Provider performs regular back-up saves in order to ensure the recoverability.

15.3. The Client consents that the Service Provider may process the log files and system information created on the Client's end during the use of the Service in order to perform the Service and enhance the client-experience.

15.4. By concluding the Service Agreement, the Parties hereby undertake to treat any and all facts, information, data, including the entire text of the Service Agreement as trade secret, without any time limitation, which came to their attention under their contractual relationship and after its termination and not to disclose such to third parties.

15.5. The Parties shall procure that they, and the persons referred to at point 4.9., shall keep the trade secrets without any time limitations.

16. Termination

16.1. Should the Client fail to comply with the present Terms or with its payment or other obligations existing under the Service Agreement or violates any rules applicable to the provision of the Service, the Service Provider shall be entitled to terminate or to suspend the access of the Client to the Service, and in such cases the fee paid by the Client shall not be reimbursed.

17. Vis maior

For the purposes of fulfilling the Service Agreement it is Vis Maior, so the Service Provider is not responsible for those events which happen independently from the Service Provider's will, activities, omissions and procedures, unavoidable events or war, civil uprising, strike, natural disaster or other unavoidable event that significantly hinders or makes the fulfilling of the Service impossible. The physical damage of the telecommunications network which is not attributable to any party and due to which the provision of Service becomes temporarily or permanently impossible shall be deemed as Vis maior.

The vis maior circumstances exempt the Service Provider to fulfill its obligation according to the Service Contract to an extent to which the vis maior event hinders the Service Provider to fulfill its obligation according to the contract and until the certain event exists.

18.2. In case of vis maior events the Service Provider is obliged to inform the Client without any delay about the supervention of the vis maior event, about its termination and during its existence about all its relevant circumstances.

18. Arbitration Board

18.1. In case of a dispute between the Service Provider and the Client as consumer, the Client may deliver his or her complaint to the Service Provider by postal or electronic letter, which will be examined by the Service Provider and informs the consumer by postal or electronic letter within 14 days after the arrival of the complaint.

The Client is entitled to request consultation in writing form the Service Provider within 8 days from the receipt of the answer, using the contact details above; if the Service Provider does not accept the content of the complaint. If the consultation does not lead to a solution within 14 days from the receipt of the Client's request by the Service Provider, then the consumer may turn to the arbitration board, as well.

The name and the postal address of the competent arbitration board according to the seat of the Service Provider:

Budapesti Békéltető Testület (Arbitration Board of Budapest)
1016 Budapest, Krisztina Boulevard no.99, 3rd floor/310
Postal address: Budapest 1253, post-office box: 10
Email address: bekelteto.testulet@bkik.hu
Fax: +36 1 488 21 86
Telephone number: +36 1 488 21 31

Ministry of National Development
fogyasztovedelem.kormany.hu

19. Miscellaneous

19.1. Enacting term

The present General Terms and Conditions hall enter into force on 30th October, 2024. The Service Provider reserves the right to unilaterally amend the General Terms and Conditions. In case of amendment of Standard Contractual Clauses the Service Provider shall publish the new contractual clauses on the Website, and the Service Provider shall warn the Clients about the change of contractual clauses and the date of entry into force. The omission of warning does not affect the entry into force of the new Standard Contractual Clauses.

19.2. Service Contract

In case of any discrepancy between the the Service Agreement and the General Terms and Conditions, the provisions of the Service Contract shall prevail.

19.3. Partial invalidity

If any provision of the present clauses is declared unavailable, illegal, unenforceable by any competent court, such provision shall be removed from the present Terms and the remaining provisions shall continue to remain be in force and effect in a way as if the Terms had been accepted by the Parties without the illegal or unenforceable provisions.

19.4. Applicable law

The present contractual terms shall be governed by the law of Hungary and the Parties accept that Hungarian courts have exclusive jurisdiction in respect of the agreement.

19.5. Whole agreement

The Terms and the Service Agreement constitute the entire agreement between parties and – unless the context requires otherwise - and they supersedes any and all previous provisions and agreement (if any) between the Parties (which are to be considered as if they had been terminated with mutual consent), including every statement that the Parties made orally or in writing towards each other prior the Starting Day.

19.6. Notifications

All notifications shall be made in writing. The parties' address for service is the address of their registered seats or any other address designated for this purpose by notifying the other party. The Parties hereby expressly exclude the delivery of notifications via email or fax.

Appendixes

1. System requirements

2. Classification of errors

Budapest, 30th October 2024

Appendix no. 1: System requirements

In case of use at service end points the minimum technical requirements during the entire period of the present contract ensured by the Client:

- 512 MB RAM

- operating system: Windows 11/10/8/7, Mac OS X, Linux

- browser: Chrome, Safari, Firefox

- resolution: minimum 1024 x 768 pixel

Technical requirements of internet network in order to provide the maximum quality of the Service applied at place of use of the terminal point:

- at least 1 Mbit/s

- in case of videos and streams at least 4 Mbit/s

Appendix no. 2: Classification of errors and SLA

The Service Provider undertakes the fixing the notified errors subject to the classification of errors within a definite period of time besides the specified level of service listed in the chart below.

The definitions of priorities of notified errors and the response time:

Priority	Type of errors/issue	Response time	Time of troubleshooting
High (Critical)	Errors which significantly affect the operation of the Service	48 hours	48 hours
Medium	Errors which do not affect the operation of the Service significantly	48 hours	3 workdays
Low	Errors which do not affect the operation of the Service	48 hours	7 workdays