Terms of Service

The Service Providing Contract including the general terms of the IneTrack service has been concluded between the limited liability company INEPEX Informatikai és Szolgáltató Korlátolt Felelősségű Társaság (central site: 1054 Budapest, Honvéd utca 8. I. em. 2.; company registry number: 01-09-884702; Tax-ID: 14012114-2-41; e-mail address specified for communication: support@inetrack.com) on one side
hereinafter referred to as the Service Provider, and
the person identified by and registered with the data supplied at the time of registration, hereinafter referred to as the User, on the other side (hereinafter commonly referred to as the *Parties*), according to the following terms and conditions:

1. Definitions

1.1 **User**: the natural or legal person (organisation) that has the right to dispose of the Device - after having been registered and subsequently logged in by its own identifiers to the system of the Service Provider. In this respect the said disposal right is to be interpreted as the right to initiate data input and/or output.

1.2. **Device**: technical equipment capable of data transmission, which has been registered in the system of the Service Provider.

1.3. **Data**: mathematically coded information transmitted by a device.

1.4. **Outgoing data traffic**: any form of retrieving data that has been input to the system of the Service Provider by a Device and stored in this system.

1.5. **Incoming data traffic**: data that has been transmitted to the system of the Service Provider by a Device and received by this system.

1.6. **Chargeable service**: any service or service component being in connection with a Device, which will be provided by the Service Provider to a User, except for services or service components explicitly declared by the Service Provider to be cost-free.

1.7. **Service components**: parts of the service covered by this Contract, forming individual functions of said service.

1.8. **Data loss**: any data that has been transmitted to the system of the Service Provider and, in spite of this, has not been received by it due to reasons being independent of the system of the Service Provider, or that has been requested from the system of the Service Provider and, in spite of this, has not been received by the requesting party due to reasons beyond the responsibility of the Service Provider, as well as any data stored in the system of the Service Provider, which has become inaccessible due to reasons beyond the responsibility of the Service Provider.

1.9. **Message**: an electronic mail sent by the User to the Service Provider or by the Service Provider to the User to the e-mail addresses specified in this Contract for the communication between the Parties, to which legal consequences are connected by this Contract.

1.10. **Software**: the computer program product (and/or the wholeness of such program products) ensuring the operation of the IneTrack service and being owned by the Service Provider.

1.11. **Contract** or the **IneTrack ToS**: this present Service Providing Contract including the terms and conditions of the IneTrack service and its annexes published on the web site https://inetrack.hu/tos.

2. Object of agreement

2.1. The object of this present Contract is the IneTrack service provided for the User by the Service Provider according to the terms and conditions of this present Contract. Said service is to be interpreted as the processing, storage and

making available for retrieval of the data transmitted to the system of the Service Provider by the User via Devices registered in the system of the Service Provider.

2.2. The service particularly includes - the handling of the Devices and the processing of data types in connection with the Devices; - making the data transmitted by the Devices available for retrieval; - the concatenated processing of data belonging to each Device; - the potential assignment of further data to the Devices; these included service components shall be available through the web surface and/or the programmable interface made accessible for the User by the Service Provider.

2.3. Necessary preconditions of the operation of the IneTrack service

The following arrangements and equipment are needed for the operation of the IneTrack service: - a locating Device ready for operation, meeting the compatibility recommendations of the Service Provider and having been put in operation with due proficiency; - a SIM card ready for operation, being capable of data traffic at the physical location of the Device, both from technical and cost coverage aspects; - the registration in the system of the Service Provider on the web page https://inetrack.hu and, as a part of this, the declaration of the User to accept this present Contract; - an Activation Code that authorizes the User to initialize the service or a further service component.

The Service Provider explicitly calls the attention of the User to the fact that a valid and active e-mail address is a precondition for registration in the System of the Service Provider, because the written communication with the User shall be transacted via this email address.

2.4 The User explicitly accepts that it can use the service anytime in the mode including service components, functions and related selectable options, in which it is made available by the Service Provider. The User may not unilaterally claim changes in the terms and conditions stipulated in this present Contract and/or in its annexes, especially not in respect of the technical/technological features of the service.

2.5. By concluding the Service Providing Contract the User accepts the terms and conditions of this present Contract and it acknowledges these as binding for itself. The User acknowledges that any agreement aiming at the development or enhancement of any particular software in connection with the components of the service stipulated in this present Contract and any web page or other electronic application that is independent of said Contract shall be implemented in the framework of specific separate contracts.

3. Scope and duration of the Contract

3.1. This present Contract contains the general terms and conditions of the legal relationship between the *Parties* (i.e. the rights and obligations of the Service Provider and the User). The Contract does not cover any services that are not stipulated in this present Contract, unless otherwise agreed upon by the Parties.

3.2 The *Parties* stipulate that this present Service Providing Contract shall become effective when concluded and shall remain effective until the legal relationship between the parties is terminated and/or the complete settlement of its consequences takes place.

3.3. On the basis of concluding this present Service Providing Contract the legal relationship between the Parties becomes effective for unlimited duration.

3.4. Further chargeable service components, if any, shall be activated on the workday following the date of fulfilling the payment obligation of the User in respect of the given service component, unless mutually agreed upon otherwise by the Parties.

4. Rights and obligations of the Service Provider

4.1. The Service Provider is obliged, within the frames of this present Contract, to make available for the User the authorisation for use of the Software and the product support in connection with the service.

4.2. The Service Provider shall be obliged to fix any failure and operating trouble of the service within the shortest feasibly possible time, and to notify the User on this, if necessary. The Service Provider shall undertake a definite availability grade of the service only in the frame of a separate written agreement between the Parties.

4.3. The Service Provider guarantees that it has all administrative means and technical devices required for providing the service. The Service Provider shall be entitled to involve subcontractor(s) or other cooperating partner(s) for

fulfilling any contractual obligation; in this case the responsibilities of the Service Provider shall be the same, as if it had performed the fulfilment itself.

The Service Provider makes available for the User a product support as specified in a separate annex. Details of the product support are described on the web page https://inetrack.hu . The Service Provider shall be obliged to render the product support requested by the User, however, with the restriction that this obligation covers only the information necessary for using the Software or for the proper use of the service.

4.5. The Service Provider transfers to the User chargeable and non-exclusive authorisation for using the Software worldwide. This authorisation for using the Software is bound to an Activation Code and serves the only purpose that the User can freely use the service provided by the Service Provider within the frame of this present Contract.

4.6. The duration of the authorisation for using the Software is tied to the duration of this present Contract; accordingly, the termination of the Contract shall mean also the automatic cancellation of the authorisation for using the Software, unless a relevant written agreement between the Parties stipulates this otherwise.

4.7. The system of the Service Provider enables the registered Users to modify the authorisation in respect of a given device and/or of a given Activation Code, jointly or independently of each other. The validity duration of the Activation Code shall remain unchanged in case of transferring the authorisation in respect of it. The Service Provider shall not be liable for transferring an authorisation, especially not for any legal, business or other consequences and circumstances of such transfer.

5. Rights and obligations of the User

5.1. Only the User itself shall be entitled to use, utilize or dispose of the service purchased in the frame of the Service Providing Contract, unless this is specified otherwise in this present Contract in respect of the purchased service or the Parties will make a different agreement later. If the User makes the authorisation accessible to a third party by violating the stipulations of this Contract, then the User shall be liable for any damages that would not have occurred without this action.

5.2. If the User sells or resells the service specified in this present Contract or any part of it or any service connected to it to another User or to any other third party, then it shall be obliged to comply with this present Contract. In case of failing to observe this obligation or of fulfilling it differently from the stipulations of this present Contract, the User shall be liable for any damages and other harmful consequences that would not have occurred without this action.

5.3. The User is allowed to use the service only in the proper way, with due respect to the legal prescriptions and the professional rules relevant for its business branch. Accordingly, all Users are specifically not allowed to:

- use the Service in a way that could violate any law, regulation, standard, international agreement or tariff rules; in this respect the immediate suspension or termination may result, if relevant to the service somebody carries out activities violating any legal regulation;
- threaten, trouble, insult or intimidate any natural or legal person (organisation) with the service or with the use of it;
- use the service for transmitting, storing or electronically selling any material or data in ways that are purposely or inadvertently in conflict with any relevant legal regulation, including methods that involve contents or results that may lead to the said infringement;
- use the authorisation of another User without being entitled, or hinder another User in using the service made available to it by the Service Provider, or collect data on and information relevant to another User without the concerned User being acquainted and having given its explicit written consent;
- intrude or try to intrude in unauthorised way to any Internet node and/or network device that is part of the system of the Service Provider, or to intrude or try to intrude by the use of the service to any Internet node and/or network device that is independent of the system of the Service Provider;
- cause network malfunction or perform hostile activities that can endanger the network, or to use the service for any activities that may impair the operation of the system of other Users or of the Service Provider; this type of activity includes particularly the actual or pretended application of DOS (Denial Of Service) or DDOS (Distributed Denial Of Service);
- falsify any email address, IP address, Ethernet MAC address or connected message;
- use any program for attacking the system, the servers, the network or the service of the Service Provider; to

disseminate any computer virus or worm or to threaten with dissemination;
- use the Device, any server or other equipment put at disposal by the Service Provider to the User or by the User to the Service Provider or being part of the system of the Service Provider for prohibited activities listed in this paragraph;
- monitor the network traffic (sniffing);
- excessively engage the network performance, to generate unjustified amounts of data traffic or to hinder purposely or inadvertently the network operation;
- perform unauthorized access, i.e., access or attempted access to a service rendered to another person by the Service Provider, and/or attack or attempted attack against the protection system or equipment of any computer, software, hardware, electronic communication or telecommunication system belonging to the Service Provider or to any client, irrespectively of the fact whether the intrusion resulted or not in data loss or damage;
- infringe any copyright, patent, trademark, business secret or intellectual property rights by the use of the service;
- disseminate viruses and hostile software that may cause or are intended to cause damages, annoyances or troubles to the Service Provider, to its clients or to other persons, data or electronic systems.

5.4. For the case that the activities of the User or of another User infringe the stipulations listed in paragraph 5.3 or any other prohibition specified in this present Contract, the Service Provider reserves the right to restrict or terminate the service and to apply the legal consequences as per paragraph 11. If the service or service component are available against the periodical payment of a fee, then the user shall not be relieved from the obligation to pay the fee in the period of restriction that has occurred as a result of activities of the User.

5.5. In case of outstandingly severe infringements or infringements causing immediate damage, as well as in case of a request stating the probability of such infringement, received from the injured natural or legal person (organisation), the Service Provider shall have the right to restrict or terminate the service immediately. In other cases the Service Provider shall previously notify, as far as possible, the given User and warn it to cease doing the activities that infringe the contract or any legal regulation or involve other harmful or potentially harmful consequences.

5.6. If the reaction of the Service Provider, aiming at enforcing its expectations or the stipulations of this present Contract on the User or on another User would be insufficient or late, then this fact shall not be anyway deemed to be a renouncement of rights.

5.7. If the User recognizes that its own or some other User's user name, password or Device has been used without authorisation, or that another User or any other third party behaves in violation of legal regulations or of this present contract, then the User is obliged to notify immediately the Service Provider. In all such cases the User is obliged to provide the Service Provider with all assistance and information required for identifying itself, the other User, any other third party or the Device, or being otherwise necessary for eliminating the damage.

5.8. The User accepts that it must not log in (neither try to log in) to the Service by other means/devices than through the interfaces or other surfaces provided by the Service Provider for the proper use of the system of the Service Provider, unless the User is entitled to do so by the contract concluded between the User and the Service Provider.

5.9. The User is not allowed to copy, decompile or decompose the Software or any part of it, or to try to acquire the source code of the Software in other ways, not even to attempt these; the User is further not allowed to develop any product derived from the software or to permit such development for others. The user is not allowed to lease or transfer its rights of using the Software or to give these rights to others as a contribution, unless the Service Provider grants a separate written consent for this, or except for cases and scopes provided for in this present Service Providing Contract.

5.10. None of the conditions stipulated in this present Contract entitles the User to use the commercial name, trademarks, emblems, logos, domain names or other distinguishing marks of the Service Provider, unless this is allowed by a written agreement concluded between the User and the Service Provider.

6. Service fees

6.1. For each Device the service and any further chargeable service component in case of the same Device can be started and used by separate Activation Codes. Other stipulations regarding the Activation Code are included in the information annex published on the web site inetrack.com.

6.2. The counter-value of the right to use the software shall be paid to the Service Provider by paying the price of the

Activation Code(s).

6.3. The User accepts in respect of all services and service components specified in this present Contract that the Service Provider shall not be obliged to render any one of the services and service components without charging a counter-value.

7. Delimitations of and exclusions from Service Provider's liability

7.1. The Service Provider shall not be liable either for service breakdowns and data losses resulting from unexpected events due to causes for which the Service Provider is not responsible or for damages resulting from causes outside its scope of responsibility. Accordingly, any damages resulting from forced entry and criminal offence and damages from natural disaster, as well as the cases of force major described in detail in paragraph 11.7. shall not be covered by the scope of liability of the Service Provider.

7.2. Furthermore, the Service Provider shall not be liable for failures and overvoltages that could not be prevented by the UPS and surge protection equipment used by itself or by the User.

7.3. The Service Provider shall not assume the responsibility for any infringement by the User of the restraints or rules specified in this present Contract and for any contents sent to and stored in the system of the Service Provider that my be violating any legal regulations. The Service Provider shall not be liable for The User's breaches of duty, either towards the User or towards any other third person.

7.4. The User acknowledges and accepts that the User shall be liable for keeping secret all passwords and other identifiers enabling access to the Service. The User shall be obliged to confidentiality in respect of the identifier and password necessary for using the service towards unauthorized third persons; in case of breaking this obligation the User is fully accountable for any damages caused by this.

7.5. Provided that the Service Provider acts in compliance with the stipulations of this present Contract and with the prescriptions of the relevant legal regulations, the Service Provider excludes its responsibility and liability for:

- all indirect and direct damages occurring at the User, including any loss of profit, damage to the goodwill or business image and/or data loss;

- any loss and damage that occurred at the User because the user reckoned with the completeness of the Service, or because the Service did not meet its expectations, as well as for any disadvantage, loss or damage that are consequences of relationships between the User and a third party;

- changes in the service and/or in the settings of the data traffic effected by the User, and the temporary or final abandonment of the Service or any functions of it;

- the lawful deletion of data transmitted or stored through or by the use of the Service, the omission of saving such data, any consequences resulting from saving a former downloading in spite of deletion or from restoring based on a security back-up;

- information supplied by the User to another User in respect of the access, authorisation, identifiers and registration, for any defectiveness of the supplied information;

- the negligence of any User in respect of its obligation to keep secret the information on its password and access data;

- direct or indirect damages to or any other disadvantage for a User or for its contractual partners caused by another User, irrespective of these being in connection with the service specified in the Contract or resulting form the contract relationships of the concerned parties;

- the damage to or disadvantage for any User due to the Service Provider supplying data on Users for entitled authorities or organisations.

7.6. By signing this present Contract the User acknowledges that the Service Provider shall not assume any liability for the network traffic and, included in this, for the contents, integrity and quantity of the data traffic. The User accepts that the Service Provider shall not assume the liability for cases when the input data traffic from other Users or the output data traffic generated by other Users results in slackening or, in extreme situations, in the temporary outage of the service provided for the User.

7.7. The Service Provider excludes explicitly in particular its responsibility for the operation of the Devices with programmed functions, and furthermore in this respect for any damages, including the damages to life and physical

integrity, that are the consequence of data loss occurred through no own fault of the Service Provider or due to causes falling outside of the scope of activities of the Service Provider. The Service Provider brings to the attention of the User in particular that the User should take into account the potential technical/technological limitations, the characteristics and the potential failures/errors of the service, if the service is used or planned to be used by the User specifically for purposes of protecting life, physical integrity or property values. In all such cases the User is recommended to consult the Service Provider separately on this aspect.

7.8. The User takes note that the User shall be obliged to indemnify the Service Provider for any claims raised against the Service Provider due to infringement of this present Contract or due to transmitting unlawful contents to the System of the Service Provider.

7.9. The User shall be liable towards the Service Provider for the activities that are carried out through the User's access. The User shall accept full responsibility for the contents of data transmitted to and stored in the system of the Service Provider by the User or by any third party authorized for access by the User, and for the retrieval and deleting these data, as well as for any violation of Hungarian and/or relevant international legal regulations. The User shall also accept that the legal responsibility resulting from this obligation can not be shifted to the Service Provider by the User.

8. Data protection and data handling

8.1. Stipulations regarding the User

8.1.1. The User gives its consent to the handling of its data and the administration of these data by the Service Provider. If the system of the Service Provider is used for business/occupational purposes by the User, then the User also accepts that its name and the description of the service contracted to the User by the Service Provider can be used by the Service Provider for own marketing and references.

8.1.2. The User shall be obliged to notify the Service Provider on any change in its data specified in the Service Providing Contract (except for the e-mail address specified for communication) without delay, however not later than within 15 days reckoned from the date of the change. In case of changing the email address specified for communication the User shall be obliged to notify the Service Provider on the day of the change.

8.1.3. The Service Provider shall have the obligation towards the User analogously to paragraph 8.1.2.

8.1.4. In lack of this notification the messages sent to the e-mail address indicated earlier by the User shall be regarded as delivered, according to the rules stipulated in paragraph 9, and the legal consequences connected with the delivery shall apply without any further actions.

8.1.5. In case of violating the obligations specified in paragraph 8.1 the User shall be obliged to reimburse the full damage incurred due to this breach, either to the Service Provider or to any other third person.

8.1.6. The User accepts that the service can be provided from any countries of the world, where the Service Provider meets the technical conditions of operation, at the sole discretion of the Service Provider.

8.1.7. In excess to the fulfilment of the functions and characteristics of the service specified in this present Contract, the User is not entitled to put forward any claim regarding the mode how the Service Provider will be obliged to fulfil the components of the service specified in this present Contract, at what technical conditions, with which infrastructure and from where.

8.1.8. The User is aware that the data transmitted by the Devices classify or may classify as personal data, therefore the User shall establish and operate its data protection guidelines, contracts and/or services in accordance with this. This applies in particular for cases when the User enables for itself or for another User the outgoing data traffic to be interconnected, listed, downloaded, copied and/or saved in specific ways, as well as for cases when the User interconnects the personal identity of other Users with the information supplied by their Devices.

8.1.9. In respect of the Devices assigned to it, the User shall be entitled to download data for saving and using them, with due respect to the stipulations of this present Contract and of the legal regulations. The Service Provider shall not be responsible for any data saving carried out by persons with adequate authorisation, and shall prevent unauthorised data saving by all means available to the Service Provider.

8.2. Data protection guidelines of the Service Provider

8.2.1. The Service Provider shall be obliged to observe the prescriptions of the relevant legal regulations in order to protect the User's data specified in the Service Providing Contract. The Service Provider shall not transfer the User's data to third persons, except for cases when the Service Provider is bound to do so by law or when this data transfer is needed to enforce claims of the Service Provider against the User.

8.2.2. The Service Provider shall conceal the received data and information and shall not disclose them to another person, except for cases of legal obligations. Data regarding specific Devices or Users shall be released by the Service Provider only to a person authorised for this by a contract or by law, otherwise only on the basis of the explicit consent of the given User.

8.2.3. The Service Provider shall take all reasonably expectable measures to ensure the security and protection of the received data; and within this scope the Service Provider shall make efforts to use the best available technology and to develop this technology in ways promoting data security.

8.2.4. The Service Provider shall grant for all Users that in case of unauthorised or unlawful data handling or in other legally justified cases the Service Provider will, upon an applicable request of the User, delete all data being the subject of or in connection with the violation, and/or restrict or block the input and/or output data traffic in connection with a Device, if necessary.

8.2.5. The Service Provider shall grant for all Users the possibility of electronically deleting data, subject to restrictions specified in legal regulations and relevant contracts, through the user interface or upon an applicable request as per paragraph 8.2.4.

8.2.6. The Service Provider declares that the stipulations of the Law LXXXIII of 1992 on the protection of personal data and the publicity of data of public interest and of the Law CVIII of 2001 on certain questions of the electronic business services and of services in connection with the information community (Eksztv by its Hungarian abbreviation) shall be relevant for the information contents of the data traffic incoming in Hungary in connection with the service, because the Service Provider is an intermediary service provider in terms of the indents Ib) ad Ic) of §2 of Eksztv (caching and storage service).

8.2.7. According to indent (2) of §7 of Eksztv, the Service Provider shall not be liable in respect of data supplied by others in connection with the service, provided that the Service Provider complies with the prescriptions of Eksztv. The User accepts that, based on indent (6) of §7 of Eksztv, the Service Provider shall not be liable for any infringement due to information removal or non-providing access, provided that the Service Provider complies with the prescriptions of Eksztv relevant to the Service Provider.

8.2.8. The Service Provider shall be entitled to monitor the data traffic in its system in definite cases (e.g. when managing incidents or in order to clear technical problems), however the Service Provider is only entitled to use this information for the originally intended purpose (e.g. for preventing computer attacks, debugging).

8.2.9. For accounting and safety technique reasons the Service Provider shall be entitled to regularly log certain data regarding the data traffic of the Users; however the Service Provider shall only be entitled to use the logged data for the originally intended purpose in this case, too.

8.2.10. The Service Provider declares that it shall not modify its data security and data management guidelines in ways unfavourable for the Users, unless the Users explicitly agree or a legal regulation obliges the Service Provider.

8.2.11. In respect of the Devices assigned to it, each User shall be entitled to download data for saving and using them, in compliance with the contractual obligations agreed to by the User and with the stipulations of the legal regulations. The Service Provider shall not be responsible for any data saving carried out by persons with adequate authorisation, and shall prevent unauthorised data saving by all means available to the Service Provider.

8.2.12. The Service Provider declares that, due to the possibility of justified data saving, the data deletion in the system of the Service Provider does not grant on its own the full elimination of the data; accordingly, the Service Provider shall not assume any responsibility in this respect.

8.3. Special stipulations regarding the data

8.3.1. If necessary in the scope of product support, the person providing the support may observe the Device of the User, its data traffic and other features of the service operation for a definite period, subject to the consent of the User given in writing or in other recorded unambiguous and replicable manner, and he/she can take necessary and adequate measures to clear the occurred problem.

8.3.2. The temporary authorisation for access by the person providing product support has solely the objectives of ensuring the proper, problem-free operation of the service and solving the problem announced by the User, while the person providing product support shall act according to the data protection guidelines of the Service Provider (paragraph 8.2).

8.3.3. The system of the Service Provider enables replacing the person of the registered User in respect of a Device being active in the system of the Service Provider with a person of another registered User. In this case the system of the Service Provider provides the new User with the possibility of deleting earlier data or only looking up the data in unchanged form, according to the option selected by the User that passed on the rights of disposal of the Device. The transfer of authorisation is irrevocable, the User that passed on the rights is fully liable for that.

8.3.4. The User explicitly accepts that the Service Provider shall not be liable for the transfer of the rights of disposal of the Devices or for any access by a third person, enabled otherwise in negligent or deliberate manner.

9. Communication

The communication between the Parties shall be performed by mails sent to the e-mail addresses specified by both parties for communication in this present Service Contract. All notifications, invoices and any other mail sent by the Parties to the email address of the other party shall be deemed to be delivered on the day subsequent to the day of sending (presumption of delivery), unless the sending party receives a delivery error message. If an error message is received from the addressee due to a change in the e-mail address or to any other reason, and the addressee has not indicated the change (if any) in its e-mail address, than this shall be deemed to be a severe violation of the contract and, in case that the addressee will be reluctant to indicate an email address apt for delivery in spite of a verbal or phone request of the sending party, the sending party shall be entitled to terminate the Service Contract without notice.

10. Alterations of the Contract

10.1. The Service Provider shall be entitled to propose alteration(s) of this present Contract or of any Annexes to it, or to modify these by publishing the altered version on its web site (inetrack.com) at least 15 days prior to the effective date of the alteration or, in case of individual alterations, by sending electronically the altered version to the User with min. 15 days notice. In case of publishing, the Service Provider shall notify the User on the fact of alteration by mail delivered to the e-mail address specified for communication. The notification shall include the information that the altered stipulations can be found on the web site of the Service Provider.

10.2. If the User does not raise an objection within 15 days reckoned from the notification, then the alteration shall be deemed to be accepted by the User and shall be applicable from its effective date for the Service Contract(s) being in force between the Parties.

10.3. The Service Provider shall be entitled to modify the contents and the fees of the service, with the obligation however that the User has to be notified on this min. 30 days prior to the planned alteration. The Service Provider shall be entitled to extend the scope of the service without previous notification of the User, if the extension does not involve a change in the fees.

10.4. If the User will not accept the proposed alteration published on the web site of the Service Provider, then this fact shall be deemed to be an ordinary notice of termination, unless the Parties agree otherwise.

10.5. This present Contract can be altered only in the ways described in paragraph 10 of this present Contract or by a written mutual agreement of the Parties.

11. Contract termination

11.1. This present Contract may be terminated in ordinary way by any party with 30 days notice. The Parties can stipulate any rights of termination of this present Contract in derogation from this present paragraph 11 only by a separate mutual agreement.

11.2. A cancellation without notice shall be possible in case of a severe violation of the contract by the other Party.

The cancellation without notice shall terminate the Service Providing Contract with immediate effect. The Service Provider shall be particularly entitled to cancel the contract without notice in the following cases:

- the User has been in delay with its obligatory payments;

- the User has violated the obligation regarding the accessibility of the e-mail address assigned for communication;

- the User has violated the obligation regarding the cooperation/information in connection with the fulfilment of the Contract;

- the User has violated any obligation/restraint explicitly described in this present Contract, with special respect to paragraph 5 of this present Contract.

11.3. The User shall be particularly entitled to cancel the Service Providing Contract without notice, if the Service Provider will have violated i) its obligation regarding the accessibility of the e-mail address assigned for communication, ii) its obligation regarding the cooperation/information in connection with the fulfilment of the Contract. The User shall not be entitled to cancel the contract without notice, if the Service Provider will be incapable of providing the service due to any conduct in violation of the contract of the User or of another User.

11.4. The cancellation shall be possible only in writing, and with due explanation in case of termination without notice. The cancellation shall be delivered to the other party by post or by an email sent to the email address specified for communication in this present Contract. The stipulations included in paragraph 9 shall accordingly apply for the delivery of a cancellation via email.

11.5. The cancellation or termination of the Service Providing Contract due to any reason shall not release any Party from its obligations being effective at the date of cancellation/termination or having been effective for a period until the last day of the termination notice.

11.6. If the User effects the removal of the registration from the system of the Service Provider, i.e. the abolishment of the registration and the quality of being a user, then this action terminates the Service Providing Contract without notice. In case of an ordinary cancellation notified by any party the registration (the quality of being a user) shall be abolished on the day subsequent to the termination date.

11.7. None of the Parties shall be liable for the fulfilment of the obligations stipulated in the Service Providing Contract in cases when the occurred unavoidable events that prevent the contractual fulfilment fall beyond the operation spheres of both parties (force majeure). Events to be treated as this type of circumstances shall include in particular the wartime activities, strikes and similar work stoppages, riots, sabotages, explosion attacks and other emergency situations, natural catastrophes, floods, fire disasters, lightning strikes, other natural disasters, server attacks, hacker attacks, unauthorised access, as well as the measures taken upon commands of bodies authorised for these by the law on home-defence or the law on the police. Any party shall be entitled to cancel the Service Providing Contract without notice, if the duration of the interruption due to force majeure exceeds two months. The concerned party shall be obliged to notify the other party on the occurrence of a force majeure event in writing, via the e-mail address specified for communication, as far as possible. The force majeure events shall not involve the releasing from service fee payment obligations based on already provided services. In accordance with their obligation to cooperate, the Parties shall attempt to avert, as far as possible, the force majeure and/or its consequences being unfavourable to any Party.

12. Miscellaneous stipulations

12.1. The Parties mutually declare with awareness to their legal liabilities that they are entitled to conclude the Service Providing Contract and to fulfil this contract, in their quality of being the owner or an empowered assignee of the company in case of a legal person or in their own name in case of a natural persons.

12.2. The Parties shall be obliged in the duration of this present Service Providing Contract to cooperate and to provide promptly each others with the necessary information on any relevant circumstances concerning the situation of the Parties and/or this present Contract or its object. The User undertakes to notify promptly the Service Provider on any anomaly observed by it in course of the use of the service and to attempt, also on its own, to take all reasonably expectable actions, as well as to assist the Service Provider in restoring the normal service, if such assistance becomes necessary.

12.3. The parties shall endeavour to settle any legal disputes originating from this present Service Providing Contract

in peaceful manner. For the case that these attempts have failed, the parties stipulate the sole competence of the ordinary court having appropriate jurisdictional authority for the registered site of the Service Provider.

12.4. The relevant Hungarian legal regulations, in particular the Ptk. (the Hungarian civil code) shall be normative in questions that are not ruled in the Service Providing Contract.

12.5. The User declares to have read this present Contract comprising the general terms and conditions of the IneTrack service, got comprehensively acquainted with its contents, interpreted and understood its contents, stipulations and legal consequences, as well as to accept these as binding for itself as a User.