

GENERAL TERMS AND CONDITIONS

The current General Terms and Conditions (hereinafter referred to as: GTC) describe the rights and obligations of Moresimp Kft (hereinafter referred to as: Service Provider) and the rights and obligations of Client (hereinafter referred to as: Client) using the electronic commerce services of Service Provider according to Act CVIII. of 2001. (hereinafter: Hungarian E-Commerce Act.) through Service Provider's website https://passman.co (hereinafter: Website)

The purpose of the Website operated by the Service Provider is to sell products (hereinafter referred to as: "product" or "products"), which can be ordered from the Website, on a commercial basis in accordance with the current Terms.

The current Terms shall be applied to all contracts and services which are made through the Website or referring to the Website between the Service Provider and the Client (hereinafter referred to as: Parties), irrespective of whether the delivery of such services were provided from Hungary or from abroad, by the Service Provider or any other collaborator. In case the Client acts during the transaction as a representative of a legal person or as a sole proprietor, then by accepting this Terms he/she declares that he/she makes this agreement in connection whit his/her profession, self-employment or business activity, therefore isn't qualified as consumer in accordance with Act V. of 2013. of the Civil Code (hereinafter referred to as: Hungarian Civil Code) 8:1. § (1) paragraph, item 3. or Act CLV. of 1997. (hereinafter: Hungarian Consumer Protection Act) item 2. § a. On the other hand in case the Client is considered as a consumer according to the Hungarian Civil Code or the Hungarian Consumer Protection Act, then information on the Client's consumer rights and obligations resulting from the transaction is made available by Service Provider in the Consumer Protection Information as a part of the present General Terms and Conditions.

DATA OF THE SERVICE PROVIDER

Name: Moresimp Kft.

Registered Seat: 2161 Csomád, Templom utca 15.

Registration Number: 13-09-214893

Tax Number: 23089112-2-13

Phone Number: 36 1 299 0225

E-mail Address: <u>info@moresimp.com</u>

Bank account OTP Bank 11711003-21486551-00000000

GENERAL PROVISIONS

The use of the services provided by the Service Provider is possible with an order placed electronically, in the manner specified in this document.

The contract between the Parties is concluded after filling in all the mandatory fields of the order form and checking the entered data by the Client. The contract that was concluded during the order and the GTC that was valid on the day of concluding the contract retrospectively available on request.

All Clients are entitled to use the services of the Website if they accept the provisions of this GTC and the Privacy Policy of the Service Provider.

PRODUCT DETAILS

The attributions and features of the Products are available on the Website.

The price of the Products is indicated in HUF and USD, which does not include value added tax and other charges (net price).

After purchasing and downloading the Product, the Client must use the Product only during the data management (viewing, use, editing, modification, copying) performed by his/her own organization. Any other usege of the Products infringes copyright; The sale, resale or copy of the documents and products are prohibited without the prior written consent of the Service Provider.

The Service Provider reserves the right to change the prices of the Products that can be ordered from the Website, provided that the change takes effect at the same time as it appears on the Website. The change does not affect the price of product that is already ordered. If an incorrect price is displayed on the Website (eg "0" HUF or "1" HUF, or the price differs significantly from the known price of the product possibly due to a system error), the Service Provider is not obliged to sell the Product at the incorrect price, but may offer the correct price for the Client who may withdraw from the purchase.

TERMS OF ORDERING

The order can be placed after the written acceptance of the price offer sent by the Service Provider. To place an order, the Client must provide the name of the Company, his / her name, and company e-mail address. By submitting the order, the Client declares that he has read and accepts all the provisions and conditions of these GTC and the Privacy Policy published on the Website, and consents to the data processing for the purpose of keeping in touch with the Service Provider.

Sending the order creates a payment obligation for the Client.

By placing the order, the Client declares that she/he accepts the provisions of these GTC and recognizes it as mandatory.

The Client is entitled to cancel the order at any time by making a disclaimer to the Service Provider via e-mail. The Service Provider is obliged to ensure the cancellation of the order without delay, but no later than within 3 working days after receiving the disclaimer.

In case of doubt, the service provider is entitled to send a message to the e-mail address given in an official register to make sure the person who has requested the cancellation is entitled to represent the

Client or not. Client's data will be removed from the system immediately after deletion. This does not affect the deletion of data and documents related to the previously ordered products and services, which are required by law. After the removal it is no longer possible to restore the Client's data, the given Client can place an order again.

REPEARING ERRORS IN DATA ENTRY

The Client has the possibility to correct any data entry error in each stage of the purchase order via e-mail. The Client undertakes to update the data provided during the order as necessary and to communicate this to the Service Provider via e-mail. The Service Provider is obliged to correct the previously recorded data based on the Client's request sent by e-mail. The Service Provider is obliged to correct the data entry errors within 3 working days.

ORDER CONFIRMATION

The Service Provider is obligated to confirm the order by sending a confirmation e-mail to the Client within 3 working days at the latest, which confirmation e-mail contains the data provided by the Client during the order, the order ID, the date of the order and the name and fee of the ordered Product. This confirmation e-mail only informs the Client about receiving the order.

If the Client has already sent the order to the Service Provider and notices an error regarding to the data in the confirmation e-mail, she/he must notify the Service Provider within 1 day. In this case, the Service Provider will modify the order accordingly.

TERMS OF PAYMENT

The Client can settle his order by bank transfer or credit card payment.

After processing the order and completing the payment, the Service Provider will send an electronic invoice via e-mail to the e-mail address provided by the Client.

By accepting the GTC, the Client consents to the Service Provider issuing an electronic invoice.

When the Service Provider and/or its Collaborating Partner personally go to the Customer's headquarters for the purpose of providing consulting services (or online consulting), the Service Provider issues the electronic invoice after the end of the consulting and sends it to the e-mail address provided by the Customer.

RESPONSIBILITY, APPLICABLE LAW

In case that such data gets published by mistake that infringe the Client's rights described in article 13 of the Hungarian E-Commerce Act, Service Provider shall fulfill its obligations regarding notification and removal of such data pursuant to the Hungarian E-Commerce Act. Service Provider shall also satisfy any notice or order from court or the authorities within the time frame mandated by law.

Service Provider excludes all responsibility related to infringement implemented by the Client.

The Hungarian law is applicable to the current Terms. Owning to the possible cross-border nature of the purchase process, the Client agrees to use the Website with regard to the provisions of the relevant / applicable national law. If any actions related to using the Website is forbidden in the Client's country, responsibility shall exclusively arise on the behalf of the Client.

If the Client takes notice of any objectionable content on the Website, he/she shall notify the Service Provider immediately. In condition that Service Provider deems such notification justified, it is entitled to delete or modify related content.

In accordance with the Hungarian law, the Service Provider bears responsibility for the proper operation of the ordered product through guarantee and warranty defined in the Consumer Protection Information. In case of a non-consumer contract the Service Provider undertakes a 6-month warranty.

Considering EK regulation 593/2008 (Rome regulation I.) article 6. paragraph (2) on law applicable to contract responsibilities, when the Client acting as a consumer has main residency at a location where the law provides higher protection to the Client than Hungarian law would, then law from Client's main residency shall prevail.

INTELLECTUAL PROPERTY

The Website, it's image, text content and structural buildup carries a specific and original character, therefore it is protected by copyright law. The Service Provider is the copyright holder of the content presented on the Website: any author creation or other intellectual property. The Service Provider holds the exclusive right to use or to give permission to use the Website or any of its identifiable part in material or immaterial form. The Service Provider reserves exclusive right to the commercial use and right to grant permission to such use of the Website's distinctive original design.

Copying the content of the Website, saving the whole or parts physically or on other electronic medium or printing is exclusively permitted if the Service Provider permits it in written form. The Service Provider's permission is required for using the Website's particular title.

In addition to the rights set out in the current Terms neither the registration, the usage of the Website, nor any provisions of the current Terms confer any right on Clients to use and make use of any trade names or trademarks included on the Website. The use is considered unauthorised in particular when the law or the entitled person does not permit it in contract, or if the user uses the product beyond the limits of authorization.

Distorting or any modification of the Website or any misuse in connection with the Website which unduly prejudice to good reputation or honor infringes the individual rights of the Service Provider.

Hereinafter the provisions of Act LXXVI of 1999 on copyright (Hungarian Copyright act) are relevant in other copyright issues related to the Website.

OTHER PROVISIONS

The Service Provider is entitled to change the current Term's conditions unilaterally with a prospective scope. The Service Provider shall inform the Clients about the changes through the Website. The precondition to use the Website following an amendment requires the Client to expressly accept these modifications through the Website. In the event of new terms, previous Clients may not cite the earlier version of the Terms as the established and consistent contractual practice between the parties even if they were not informed from the above changes.

In any issues not governed by the current Terms, the rules of the Hungarian law, in particular the Civil Code, the E-Commerce Act, and Act C of 2003 on electronic communications shall be applied.

Date of entry into force: 7/8/2019

https://passman.co

MORESIMP KFT.

MPATERLR_v0



