

AGREEMENT BETWEEN YOU AND VIVETECH PLC. (1118 Budapest, Szüret u. 15., company registration number: 01-10-140801, tax number: 27936030-2-43, EU VAT number: HU27936030) REGARDING THE USE OF THE “VIVESEC” SOFTWARE AND THE SERVICE PROVIDED BY VIVETECH PLC.

1 DEFINITIONS OF THE AGREEMENT

1.1 The “ViveSec” software of ViVeTech Plc. (hereinafter: “VIVESEC”, “Software”, “Product”) is an application that may be used for internet data transmission and communication - the license of which, including its updates, modifications, developments, repairs, future version (“Updates”), irrespective of whether they become available free of charge or for payment (collectively the “Software”) - is provided by ViVeTech Plc. (without its transfer) to users.

1.2 The functions and products available through the Software, including for trial purposes and for a limited period of time

1.3 made available services and functions as well (“Free Products”) - are provided by ViVeTech Plc.

1.4 The above also applies to vivesec.com and its subdomains (“ViveSec Websites”).

1.5 In this agreement, “Products” means the paid and free products, while the word “You” shall mean you, as the registered user and the license holder subject to these terms. By accepting the GTC, you declare that you are a person with legal and contractual capacity, that you perform the download in this capacity, that no consent or permission of a third person or body is required for your declarations or that you act while possessing the same.

1.6 The agreement concluded between you and ViVeTech Plc. consists of the terms defined in this document,

1.7 furthermore of the documents found on the website www.vivesec.com (collectively: “Terms”).

2 ACCEPTANCE OF THE TERMS

2.1 In order to download and use the Software and Products, you must first accept these Terms. You accept the Terms by clicking the option serving for the acceptance of the Terms or by downloading and/or using the Software and Products. The Terms are valid from the day of their acceptance until you or ViVeTech Plc. terminate them in accordance with the provisions of Section 11.

2.2 You may not accept the Terms if, according to applicable legislation or an official or court provision, you are not

2.3 entitled to use the Software, Product and/or the websites of ViVeTech Plc. in the country or region where you are located (e.g. you are under guardianship or custodianship excluding this, the use of the software is prohibited by law, etc.) or you do not reach the age required to conclude a valid contract.

2.4 It may occur that the Service or Product is made available not by ViVeTech Plc., but by its contracted business partner

2.5 in your country or in the region where you live. In this case, the local partner of ViVeTech Plc. may prescribe the acceptance of its own service terms (“local terms”).

3 CHANGES TO THE TERMS SET FORTH IN THIS DOCUMENT

3.1 ViVeTech Plc. may modify these terms at any time. ViVeTech Plc. publishes the modifications on the website www.vivesec.com. The modifications enter into force upon their publication or at a later date indicated in connection with the modifications, therefore please regularly visit the website of ViVeTech Plc. and read the effective terms. By accepting this agreement, you undertake that by your further use of the Software or the Product following the publication of the terms, you acknowledge the modified terms as binding upon you. If you do not agree with the modified terms, you have the possibility to terminate the agreement concluded with ViVeTech Plc. in accordance with Section 11, and ViVeTech Plc. may restrict or exclude you from the use of the Service, Product.

4 SOFTWARE TERMS OF USE

4.1 ViveSec client licence. In case of compliance with these terms and acceptance of the terms, provided that you pay the current fee or fees published by ViVeTech Plc. on the website, you receive a limited, non-exclusive, non-sublicensable, non-transferable licence for the use of the ViveSec client. ViVeTech Plc. reserves the right to provide free use of the ViveSec client for a defined period, since providing free use of its products during a trial period to a part of natural person users forms part of the business and marketing policy of ViVeTech Plc.

4.2 ViVeTech Plc. reserves all rights that are not expressly made available to you under these terms. A licence may be purchased exclusively online.

4.3 You accept that it is prohibited and constitutes a breach of contract:

a) to sublicense, sell, transfer, lease, let, export, import, distribute the Software, or otherwise provide any rights regarding the Software to a third party without the express, written permission of ViVeTech Plc. set forth in a contract;

b) to instruct another to do so, carry out, grant permission or approve the modification, copying, cracking, translation, reverse engineering, analysis, disassembly, emulation of the Software or any part or function thereof, the creation of derivative contents or developments from them, or the disclosure of the source code and protocols, or an attempt thereat (except to the extent permitted by law);

c) to remove, conceal or modify copyright or other notices contained in the Software;

d) to use the Software or any part thereof in commercial products or services, or for the purpose of providing them to third parties, as well as to instruct the use of the Software or any part thereof in such a manner. The foregoing does not exclude that you use the Software for your own business communication purposes in accordance with the provisions of point 4.1 above;

e) to use the Software outside your User Account apart from downloading and installation.

4.4 If you use Software preloaded or embedded in, used with, or downloaded to external products, applications or programs ("External Technologies"), you acknowledge and undertake the following: (a) use of the External Technologies may require you to conclude a separate licence agreement with the owner or licensor of the given external technology; (b) certain functions may not be available through the External Technologies and (c) ViVeTech Plc. does not guarantee the continuous availability of the Software when using such External Technologies.

5 USE OF THE SOFTWARE

5.1 The use of the Software requires a secure, stable, broadband internet connection, which you provide together with the hardware necessary for internet access and for the installation and use of the software.

5.2 For the purpose of establishing connection between Users and further for the development of the Software and the Services, the Software may use the processor, memory, other hardware and peripherals of the device used by you, as well as your bandwidth. If your use of the Internet communication software requires the device or bandwidth of a third party, you undertake to obtain the express consent of the third party for such use in the manner prescribed by the third party. By accepting the terms, you declare and assume responsibility that you possess the necessary consents from the third party.

5.3 ViVeTech Plc. may from time to time check the version number of the Software used by you. Downloading, installing and using new updates may require the acceptance of a newer, current version of these Terms. ViVeTech Plc. does not undertake an obligation to make Updates available, but may from time to time require the downloading and installation of certain Updates; and may automatically download and install Updates from the website of ViVeTech Plc., unless you have indicated on the ViveSec interface that you do not wish to receive automatic updates. These updates may mainly and typically be necessary to maintain compatibility, provide security updates or bug fixes, and provide new features, functions or versions. You agree that in order to continue using the Software, you will accept such Updates deemed critical by ViVeTech Plc. from ViVeTech Plc.

5.4 It may occur that ViVeTech Plc. is forced to perform maintenance or updating of the Software or the system ensuring its use, due to which it may temporarily suspend or restrict the use of and access to the Software, customer service or the website of ViVeTech Plc. for a period of time not predictable in advance for the time necessary for maintenance or updating. Due to such suspended or restricted Software or access, you are not entitled to compensation. If ViVeTech Plc. recognizes the necessity of such maintenance or updating well in advance and all necessary conditions are given, and it is not a case requiring urgent action, it shall endeavour to notify you about the restriction or suspension on the website of ViVeTech Plc. or in another manner.

5.5 The purpose of the Software is not to forward emergency calls to any emergency service or assistance station, or to support the availability of such calls. For emergency calls, it is advisable to use traditional wireless (mobile) or wired telephone service in the manner prescribed or recommended by the official authorities in your country or region. With the Software, at most you can contact another user of the Software and send data to such user and receive data from such user, if the other conditions thereof (existence of online connection in the case of both Parties, etc.) are met.

5.6 ViVeTech Plc. is not the source of the content of data transmission or communication carried out with the Software, does not exercise control over it, does not filter it, does not add its approval to it, and fully excludes its liability. By using the Software, you accept that the content sent by you may be forwarded to the addressee designated by you in the given communication without our becoming aware of the content. The sender of the content bears all responsibility for the communication content. It may occur that due to the foregoing you encounter offensive, unlawful, obscene, indecent or otherwise objectionable content. It may occur that the contents belong to the protected intellectual property of a third party or parties. ViVeTech Plc. is in no way responsible for the contents mediated by or accessed by means of the Software. It is your responsibility to ensure that you do not send contents that are protected by copyright or business secret, or to which the rights of third parties apply in a similar way, including personal rights, reproduction and communication rights, unless you are the owner of such rights, or have received permission from their lawful owner; are false or misleading; are offensive, contrary to legislation, dangerous to the intellectual or moral development of minors, obscene, defamatory, injurious to honour, threatening, pornographic in nature, harassing, hateful, racially or ethnically offensive, or incite conduct constituting a criminal offence, give rise to civil litigation, are unlawful or otherwise objectionable; qualify as advertising or are suitable for business acquisition; make it possible to act in the name of another person. You are obliged to refrain from sending the above

contents and by accepting this agreement you also undertake such obligation. If any doubt arises regarding the legality of any content you wish to send, rather do not send the given content and we suggest that you consult a professional possessing the appropriate permissions and experience who can support you during later decision-making connected with the content. ViVeTech Plc. may, at its own discretion, block or prevent the use of the Software and/or terminate these Terms and your User Account if it may reasonably be presumed that you sent content that violates these Terms; ViVeTech Plc. may also, at its own discretion, block or prevent the use of the Software and/or terminate these Terms and your User Account if the recommendation, request, prescription or measure of the owner or subject of the content sent on ViveSec or an Authority gives cause for any of these. By accepting this agreement, in these cases you may not claim any compensation whatsoever. Restriction, suspension, exclusion of your account and access, termination of your contract take place with exclusion of liability and without any obligation regarding any right, remedy or protection, while expressly reserving such rights. You acknowledge and accept that ViVeTech Plc. shall never be burdened by any obligation regarding such damages - including consequential damages.

5.7 ViVeTech Plc., like other undertakings, cannot guarantee the continuous operation of the Software or the ViveSec websites without interruption, delay or other errors, because several external factors may influence the quality of data traffic as well as the use of the Software or the ViveSec websites, which may cause the failure of data traffic. ViVeTech Plc. assumes no liability either for such factors or for interruptions, disturbances or delays resulting from the error or non-compliance of factors outside its sphere of interest.

5.8 ViVeTech Plc. develops the Software and may also change the technical characteristics from time to time in order to comply with the applicable regulations, provide a better user experience and ensure sustainable operation. You acknowledge and accept that the operation of the Software may accordingly change in the future. The technical requirements of the Software and the function descriptions can be found on the ViveSec website. If you do not agree with the change of the Software, you may terminate this agreement in accordance with the provisions of Section 11.

5.9 You accept that certain functions may be subject to use or geographic restrictions, which may change. Details of the usage restrictions applicable to the Service used by you can be found on the ViveSec website.

5.10 ViVeTech Plc. does not request and does not accept unsolicited suggestions or ideas and if you send such, you acknowledge and accept that ViVeTech Plc. is under no obligation whatsoever regarding your notification and you may not claim any honorarium, reimbursement of costs or payment on any other legal title in connection with such suggestions or ideas.

5.11 Certain parts of the ViveSec websites or the Software may request written suggestions or problem reports, such as the contact or problem report form ("Reports"). The Reports constitute the property of ViVeTech Plc. All currently known and future rights related to the Reports shall constitute the exclusive property of ViVeTech Plc., and ViVeTech Plc. is entitled to use the Reports for commercial or other purposes without compensation payable to the sender thereof. Reports sent by you to ViVeTech Plc. are not treated by ViVeTech Plc. as confidential, furthermore ViVeTech Plc. is not responsible for the disclosure of the Reports either.

5.12 You have the right to place on your own website a link pointing to the ViveSec websites, provided that you do so with respect to ViVeTech Plc. in a fair, ethical and lawful manner so that it does not involve discrediting or obtaining unlawful advantage. You may not place a link in such a way that it suggests association with ViVeTech Plc., or approval or consent by ViVeTech Plc., if such circumstance does not exist. ViVeTech Plc. may at any time, at its own discretion, withdraw the right to place a link pointing to the ViveSec websites without notice.

6 YOUR OBLIGATIONS

6.1 Before the first use of the ViveSec software, we will ask you to create a User Account, as well as to provide a user identifier and password. It is recommended to choose a password that is difficult to guess, containing letters, numbers and symbols alike, which is known only by you and cannot be guessed by anyone else by any method. You may use the Software only through the User Account. You alone bear responsibility for all activity through your User Account. In order to prevent unauthorized use, keep your password confidential, and never share it with a third party or use it to access the websites or services of third parties. If you suspect that someone has become aware of your password, immediately change it in order to protect the security of the User Account. It is your responsibility to ensure that you do not respond to unsolicited inquiries requesting credit card data, passwords or other data. ViVeTech Plc. assumes no responsibility in the event that you do not comply with the obligations set forth in this Section 6.1.

6.2 You must use the Software and the ViveSec websites in accordance with the laws in force at your place of residence. In some countries restrictions are in force regarding the downloading and use of the Software and the ViveSec websites. It is your responsibility to determine whether the use of the Software and/or the ViveSec websites is legally permitted at your place of residence.

6.3 It is expressly and strictly prohibited: to intercept or monitor communication not intended for you, damage or modify it; to use any device or method (e.g. virus, worm, trojan horse, code, instruction, etc.) whose purpose is to distort, delete, damage, emulate or disassemble the Software, the ViveSec websites, the communication or the protocols; to send unsolicited communication (also known as spam) or other communication not permitted by applicable law, and to use the Software or the ViveSec websites for phishing or pharming purposes, in the name of another person or legal entity, or with another person

6.4 or legal entity by presenting the relationship in a false colour; to display any content of a third party that is offensive, harmful to minors, endangers the mental or moral development of minors, indecent or otherwise objectionable; to use the Software or the ViveSec websites towards any third party in a disturbing or inconvenient, threatening, harassing or offensive manner, or to attempt to do so; to use any material or content (including as part of the user identifier and/or profile picture), the rights to which belong to another, unless you have a licence, express permission from the owner of the rights; to collect personally identifiable information, such as account names, from the Software or the ViveSec websites; to influence or attempt to influence the availability of the Software or the ViveSec websites; to use or launch an automated system accessing the Software or the ViveSec websites, including without limitation robots, crawlers or offline readers. Notwithstanding the foregoing, you accept that ViVeTech Plc. grants permission to operators of public search engines to use crawlers to copy materials from the ViveSec website for the sole purpose of creating publicly available, searchable indexes of the materials, with the proviso that caching or archiving of such materials is prohibited. ViVeTech Plc. reserves the right to withdraw these exceptions at any time.

6.5 Please respect the rights of others and exercise law-abiding and ethical conduct during the use of any function of the Software or the ViveSec websites, as well as during the use of any other function of the ViveSec websites or the ViveSec software enabling the display, upload, editing, storage, sharing and/or publication of content. You acknowledge and accept that: by using the ViveSec websites and/or the Software, you may be exposed to contents that you may consider offensive or indecent, and becoming aware of and using them is at your own risk; you alone are responsible for materials created, submitted, displayed or published through the ViveSec websites or the Software, ViVeTech Plc. bears no responsibility whatsoever for these towards you or any third party; ViVeTech Plc. does not guarantee confidentiality with regard to User materials, irrespective of whether they were published by the User or

not; ViVeTech Plc. is not responsible for those User materials to which you may gain access during the use of the Software or the ViveSec websites. The person from whom the given User material originates is responsible for all content. ViVeTech Plc. does not approve any User material or the opinion, recommendation or advice expressed in connection therewith, and strongly disclaims all responsibility regarding the User materials. In relation to the User materials, you declare and warrant that: you own or have obtained the licences, rights, approvals and permissions necessary for the use, and authorize ViVeTech Plc. to forward the User material to the person also being a User designated by you; you possess written consent, waiver and/or permission from every identifiable person appearing in the User material to use their name and/or likeness in the User material and to display and use it in a manner corresponding to these Terms. Without the clear, express permission of its owner, you may not copy, transmit, display or use text, photographs, motion pictures, music, sounds or other content originating from third parties or sources ("External Content"). External Contents may be protected by intellectual property laws, and the owner of the intellectual property rights may object to their use. You may never use any External Content without previously obtaining permission from the owner of the intellectual property rights of the given content. If at any time you decide to upload or transmit User materials through the ViveSec websites or the Software, by doing so you automatically grant ViVeTech Plc. a non-exclusive, international, irrevocable, royalty-free, perpetual, assignable and transferable licence for the transmission of the User materials and the operations necessary thereto. You hereby grant the user designated by you on the ViveSec website and/or the Software a non-exclusive licence to access your User material through the ViveSec websites and/or the Software in the manner pursuant to this agreement for its permitted display and use in accordance with these Terms of Use. It is prohibited to submit, share, transmit, send via the ViveSec websites or the Software defamatory, disparaging, pornographic, harassing, hateful, personality-rights violating, obscene, in any way offensive, unlawful, terrorism-supporting, supporting the persecution of people on racial, gender, religious or political grounds, due to nationality, racist, immoral, scandalous, dangerous to the mental and moral development of minors, in any form violating the intellectual property or business secret of a third party, or otherwise violating or endangering the rights of a third party, or potentially entailing civil or criminal consequences User material. It is prohibited to publish or submit User materials that are false or misleading, that entice to unlawful, immoral acquisition of wealth or services, contain advertising or promotional material, mass e-mail, spam, chain letters or any other material suitable for business acquisition, are suitable for acting in the name of others, or use a virus-infected or any other program written to damage the operability of computers. You undertake that regarding the User materials of users of the ViveSec websites or the Software, you do not send any material suitable for persuasion for commercial purposes. You agree that you do not circumvent, disable or otherwise interfere with the security functions of the ViveSec websites or the Software, or the functions preventing or restricting the use of contents.

6.6 ViVeTech Plc. may from time to time request information from you for the purpose of providing the Software. You must ensure the completeness, up-to-dateness and accuracy of such information.

6.7 It is prohibited to transfer the Software, its use, to a third party or place it into commercial circulation without the express, written permission of ViVeTech Plc.

6.8 It may occur that the Software falls under international rules regulating the export of software. You must comply with all national and international laws applicable to the Software, as well as the restrictions regarding end users, end use, destination and embargoed nations issued by national governments or authorities. ViVeTech Plc. makes the software available to you for download and intended use on the condition that you are not a person or organization that is subject to national or international restrictions, and you declare that the download does not otherwise violate the export

control and sanctions provisions of Hungary, the European Union, the United States of America, the People's Republic of China or another state or supranational international organization.

7 OWNERSHIP RIGHTS

7.1 The Software and the ViveSec websites contain protected and confidential information under intellectual property laws and conventions.

7.2 The contents found on the ViveSec websites (except for User materials) constitute the property of ViVeTech Plc. or its subsidiaries or licensors, and are protected by Hungarian and international copyright laws. Such contents protected by copyright may not be reproduced without the express, written permission of ViVeTech Plc.

7.3 ViVeTech Plc. and/or its licensors reserve ownership rights in the Software and the ViveSec websites, as well as the intellectual property found thereon, worldwide, irrespective of where they were registered or whether they were registered at all. You undertake not to do anything that may endanger, restrict or interfere with the ownership right of ViVeTech Plc. in the Software and/or the ViveSec websites.

7.4 The name "ViveSec" and the designation "ViveSec", and the related commercial trademarks, brand signs and emblems are the exclusive property of ViVeTech Plc., therefore they may not be used for the products and services of other companies. You do not become entitled to use or register any commercial name, trademark, brand sign, emblem or other word, name or sign, in whole or in part, constituting the intellectual property of ViVeTech Plc., or a name or sign deceptively similar thereto.

8 FEES

8.1 The fees of the Service are determined precisely before you complete the purchase in the system and website of ViVeTech Plc. ViVeTech Plc. may at any time modify the fees payable upon purchase of Services without prior notice to you. The next time you prepare to purchase the given Service, you may decide beforehand whether you accept the new fees. The new fees enter into force regarding your next purchase after their publication has taken place.

8.2 ViVeTech Plc. may from time to time offer a free trial opportunity for its Services. ViVeTech Plc. reserves the right to charge the normal fees for such Service in the event that ViVeTech Plc. finds that you violate the publicly communicated terms of the offer.

8.3 ViVeTech Plc. may also charge VAT or another indirect tax (in accordance with the applicable tax laws) upon the purchase of the Service.

8.4 Running the Software on mobile applications uses the data traffic package to which you subscribed at your mobile service provider. Roaming may result in significantly higher costs than usual use. It is exclusively your responsibility to continuously inform yourself about and pay any roaming and other related fees imposed by the mobile service provider.

9 REFUND POLICY

9.1 If you purchased a Service directly from ViVeTech Plc. for consideration, then you are entitled to a fifteen (15) day cancellation period ("Withdrawal Period"), provided that you have not started to use the purchased Service in any manner, in which case cancellation of the purchase or refund is no longer possible.

9.2 Any form of use of the Software qualifies as use of the Service. The creation of the connection points of the ViveSec client already qualifies as use on the basis of the purchased licence.

9.3 The Withdrawal Period and refunds do not apply to Services that you (i) purchased through an external partner of ViVeTech Plc. (in this case, please contact the partner directly, who decides within its own competence whether it grants a refund); (ii) acquired not online, directly from ViVeTech Plc. (e.g.: with coupons or prepaid cards); (iii) paid in cash using a third party payment method (for example with a cash payment wallet).

9.4 If you believe that ViVeTech Plc. charged you a fee by mistake, then you must indicate this to ViVeTech Plc. in writing without delay, but no later than within 15 days from the charging of the fee, at the address info@vivetech.com. Fees invoiced more than 60 days ago and not disputed are not refunded.

9.5 ViVeTech Plc. reserves the right to reject the refund request if in its reasonable view it considers that (i) you attempt to abuse the opportunities provided by the laws and the refund policy, for example by repeatedly attempting to obtain a refund for the same Service; (ii) you violate the Terms set forth in this agreement, or (iii) you use the Products or the Software unfairly, or your User Account is used unfairly by a third party.

9.6 This refund policy does not affect your statutory rights.

10 TERMINATION OF THE LEGAL RELATIONSHIP MAINTAINED WITH VIVETECH PLC.

10.1 You may terminate your relationship with ViVeTech Plc. by requesting the deletion of your User Account and discontinuing the use of the Software, the Products and/or the ViveSec websites, and by cancelling recurring payments.

10.2 ViVeTech Plc. may terminate its relationship with you at any time, and may terminate or suspend your use of the Software, the User Account(s), the Products or the ViveSec websites: if you violate the Terms set forth in this agreement; if, based on reasonable judgment, ViVeTech Plc. suspects that you use the Software and/or the ViveSec websites for the purpose of violating the law or violating the rights of third parties; if, based on reasonable judgment, ViVeTech Plc. suspects that you attempt to abuse the refund policy or any of our other policies; if, based on reasonable judgment, ViVeTech Plc. suspects that you use the Software and/or the ViveSec websites in an unfair manner or for unfair purposes, or that your User Account is used by a third party in an unfair manner or for unfair purposes; if you purchased your ViveSec balance from an unofficial reseller; in the case of a given Service, if ViVeTech Plc. decides not to continue providing the given Service (and notifies you thereof eight (8) days before discontinuation); if this is required by laws, provisions adopted by legislators or authorities, or by a step introduced by any business partner of ViVeTech Plc. or by its consequence; with eight (8) days' prior notice, if ViVeTech Plc. decides generally to discontinue making the Software available for users living in your jurisdiction.

10.3 Upon termination of the legal relationship, ViVeTech Plc. terminates your access to your User Account, the Software and/or the ViveSec websites. ViVeTech Plc. reserves the right to delete User Accounts not used for more than 12 (twelve) months.

10.4 Consequences of termination. In the event of termination of the legal relationship between you and ViVeTech Plc.: (a) all your rights and licences regarding the use of the Software and/or the ViveSec websites terminate immediately; (b) you are immediately obliged to discontinue the use of the Software and/or the ViveSec websites; and (c) you are obliged to remove the Software from your device, your network and other data carriers, and destroy all copies of the Software in your possession or under your control.

11 EXCLUSION OF WARRANTIES, AND LIMITATION OF LIABILITY AND OF DAMAGES AND INDEMNIFICATION

11.1 In this Section 11, the name “ViVeTech Plc.” applies, in addition to ViVeTech Plc., to all of its subsidiaries and all legal entities standing in ownership relationship with it, as well as to all of the directors, officers, agents, licensors and employees of all these.

11.2 You may use the software and the ViveSec websites exclusively at your own risk, without any warranty; ViVeTech Plc. assumes no warranty or guarantee, furthermore makes no promise or statement whatsoever, and expressly excludes every express, implied or statutory warranty regarding the Software and/or the ViveSec websites, including - without limitation - warranty regarding performance, title, quality, merchantability or fitness for a particular purpose. ViVeTech Plc. does not guarantee or warrant the continuous availability, reliability, accessibility, security, uninterruptedness, accuracy, completeness and error-free nature of the Software and/or the ViveSec websites, nor operation without packet loss, and also does not provide a warranty regarding the quality of internet connection or data transmission, or communication conducted through the Software.

11.3 This agreement contains no condition that would exclude or limit the liability of ViVeTech Plc.

11.4 in the following cases: death or personal injury resulting from wilful non-performance or gross negligence of ViVeTech Plc.; in the event of fraud or other intentional criminal offence, if the criminal liability of ViVeTech Plc. is established by a final decision; cases of liability that may not be limited or excluded according to the applicable Hungarian law.

11.5 YOU ACKNOWLEDGE AND ACCEPT THAT VIVETECH PLC. DOES NOT BEAR ANY - CONTRACTUAL OR NON-CONTRACTUAL - LIABILITY (INCLUDING NEGLIGENCE) OR OTHER LIABILITY IN RESPECT OF ANY CLAIM, PROPERTY DAMAGE, COMPENSATION FOR NON-PECUNIARY DAMAGE, CONSEQUENTIAL DAMAGE OR OTHER TYPE OF LOSS, IRRESPECTIVE OF WHETHER VIVETECH PLC. HAS BEEN NOTIFIED OF THE RISK OF THE OCCURRENCE OF SUCH DAMAGE OR LOSS, WHICH IS CONNECTED WITH, OR INDIRECTLY RESULTS FROM, YOUR USE OF THE SERVICE AND/OR THE VIVESEC WEBSITES, OR OTHER SOFTWARE OR SOLUTION MADE AVAILABLE BY VIVETECH PLC. IN THE EVENT OF PROBLEMS OR CIRCUMSTANCES GIVING RISE TO DISSATISFACTION CONNECTED WITH SUCH SOFTWARE AND/OR THE VIVESEC WEBSITES, YOUR EXCLUSIVE RIGHT OR REMEDY CONSISTS IN IMMEDIATELY DELETING THE SOFTWARE AND TERMINATING THE USE OF THE SOFTWARE AND/OR THE VIVESEC WEBSITES. You may submit your complaint in writing to ViVeTech Plc. at the e-mail address info@vivetech.com or on the interface provided by the ViveSec Software and ViVeTech Plc. shall examine it within 30 days, then inform you in writing of its result, as well as of the remedies available. ViVeTech Plc. preserves a copy of the response for 3 (three) years and presents it to the supervisory authority upon request.

11.6 Pursuant to the above Sections 11.3 and 11.4, ViVeTech Plc. does not bear any - contractual or non-contractual - liability (including negligence) towards you (irrespective of whether ViVeTech Plc. has received notification of the possibility of the occurrence of damage or loss), inter alia, in respect of the following:

- a) any direct, indirect, special, incidental or consequential damage; or
- b) any loss of revenue, loss of business, and loss of actual or expected profit, opportunity, clientele or goodwill of any (direct or indirect) nature; or
- c) any data loss or data corruption (whether direct or indirect);
- d) any claim, damage or loss (whether direct or indirect) resulting from, or connected with, the following:
 - (i) any product or service provided by a third party according to its terms of service,
 - (ii) any external technology;
 - (iii) any external website.

11.7 Pursuant to the above Sections 11.3, 11.4 and 11.5, the total liability (contractual, non-contractual or otherwise) of ViVeTech Plc. in connection with these Terms (including intent and negligence) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE DURING THE 1 (ONE) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME OF THE EVENT FORMING THE BASIS OF THE GIVEN CLAIM, OR 1000 (ONE THOUSAND) EUROS.

11.8 If a third party raises against ViVeTech Plc. a claim that arises due to or in connection with (i) your breach of these Terms; (ii) your breach of any applicable law or official provision; (iii) your infringement of the rights of any third party (including rights relating to intellectual property); (iv) your User materials or (v) your any complaint connected with any User material, you shall immediately and fully indemnify and hold harmless ViVeTech Plc. from all compensation, liabilities, losses, expenses and costs, including the reasonable attorney's fees incurred by the said parties, which arise in connection with this claim; you are obliged, for the provision of the costs incurred, within 8 (eight) working days following the arrival to ViVeTech Plc. of the lawyer's notice, official procedure, court procedure, etc., to deposit as security on the escrow account of the lawyer designated by ViVeTech Plc. an amount reaching 50% of the claim.

12 WEBSITES, PRODUCTS AND SERVICES OF THIRD PARTIES

12.1 Third parties may offer products or services through the Software and/or the ViveSec website. Although ViVeTech Plc. assumes no responsibility whatsoever for such products or services, if you experience a problem in connection with their payment, downloading, use or installation, ViVeTech Plc. shall take all commercially reasonable steps to assist or promote the resolution of the problems.

12.2 The own terms and privacy policies of the given external provider may apply to the products or services of third parties, which you may have to accept during download or installation. Before any purchase or use of an external product or service, it is advisable to read these terms carefully and discuss them with a professional experienced in law, ViVeTech Plc. assumes no responsibility in the event that you fail to do so.

12.3 You acknowledge and accept that the external product information and prices displayed on the ViveSec websites in relation to external products and services are made available to ViVeTech Plc. by the relevant external merchant ("Merchant"). The Merchant may change its prices or discontinue the availability of its products at any time. ViVeTech Plc. does not participate in any transaction between you and any Merchant whose products and/or services appear on the ViveSec websites. ViVeTech Plc. does not regulate and does not guarantee the following, and bears no responsibility for them: (i) the price, quality, performance, availability or purchase terms of the products and services offered by the Merchant; (ii) payment transactions, deliveries, refunds or after-sales activities related to products or services purchased on the websites of the Merchants; (iii) the availability of the websites of the Merchants; the completeness, authenticity or accuracy of advertising or other materials found on or accessible from the websites of the Merchants, including the contents displayed on the ViveSec websites in connection with such products and services; (v) the links found on the ViveSec websites pointing to the websites of the Merchants. Any question, complaint or claim connected with a product or service provided by a Merchant must be addressed directly to the appropriate Merchant.

12.4 The Software and the ViveSec websites may contain links to other external websites. ViVeTech Plc. is not responsible for such external websites or their availability, and has not approved any content or material found on them. The terms published on the relevant website apply to your use of such external websites.

13 SUPPLEMENTARY TERMS

13.1 The etiquette of ViVeTech Plc. provides guidance as to how the other members of the “ViveSec” community can be treated properly and respectfully. Please read these guidelines carefully, because they also form part of the Terms.

13.2 If you wish to use the Software in connection with broadcasting, you must comply with the strict legal and official service conditions applicable to broadcasting.

13.3 The use of application programming interfaces (“APIs”) displayed or made available by ViVeTech Plc. is subject to their own licence terms, and in such cases these regulate your use of the given software. You accept that a precondition of the use of such software development kit or API (as the case may be) is that you have read and accepted the applicable licensing terms as binding upon you.

14 CONFIDENTIAL INFORMATION AND DATA PROTECTION

14.1 ViVeTech Plc. is committed to the protection and security of your personal data, information connected therewith can be found in our Data Processing Policy.

15 CONTACTING VIVETECH PLC.

15.1 If you wish to contact ViVeTech Plc. in connection with the ViveSec softwares or the “ViveSec” Products, or the Service, send a letter to the address info@vivetech.com or from the ViveSec software.

15.2 If you contact ViVeTech Plc. in a manner different from that set forth in point 15.1, your request may be ignored.

16 MISCELLANEOUS PROVISIONS

16.1 You give your consent to the use of electronic communication serving for the creation of contract conclusions, orders and other records, as well as for the electronic transmission of notices, policies and their modifications concerning transactions carried out with ViVeTech Plc., and further of records.

16.2 For your convenience, ViVeTech Plc. may provide a translation of the English language version of these Terms. If there is a contradiction between the non-English language and English language version of these Terms, then in the regulation of the relationship between you and ViVeTech Plc., the Hungarian language version shall prevail.

16.3 These Terms constitute the entire agreement concluded between you and ViVeTech Plc. with regard to your use of the Software and/or the ViveSec websites, and replace all prior agreements concluded between you and ViVeTech Plc. regarding the Software and/or the ViveSec websites.

16.4 If any provision (or any part thereof) of these Terms is found by any competent court or authority to be unlawful, invalid or unenforceable, then the given provision (or the given part thereof) must be removed from the Terms in such a way that it does not affect the lawfulness, validity or enforceability of the remaining part of these Terms.

16.5 Failure or delay in exercising any right or remedy provided by the Terms or by law

16.6 on the part of ViVeTech Plc. shall not mean waiver of the given right or remedy. If ViVeTech Plc. does not object because of the violation of any of these Terms, this shall not qualify as waiver regarding an earlier or subsequent repeated violation of the given Terms.

16.7 You may not assign these Terms, nor the rights and obligations contained in them. ViVeTech Plc. has the right to assign this agreement and the Terms, together with the rights and obligations contained therein, to any third party without prior notice.

16.8 The provisions contained in this Section, as well as in Sections 4.2 and 12, and any other provision expressly intended to survive or apply in the event of termination of the Terms shall survive and must be applied after the termination of these Terms as well.

16.9 You acknowledge and accept that if ViVeTech Plc. is unable to provide the Software and/or the ViveSec websites due to the occurrence of a force majeure event, then by this ViVeTech Plc. does not violate any of its obligations towards you under these Terms. Force majeure event means events outside the competence of ViVeTech Plc., such as, for example: power outage, technical failure, hacker attack, official decision, weather adversities, illness, war, strike, economic crisis, etc.

16.10 With respect to the Terms of this agreement and their interpretation, the Hungarian laws shall be considered governing, and in connection therewith the Hungarian courts have jurisdiction to act even if you use the service or the ViveSec software in a country other than Hungary, or if the damage or claim of another nature arises in a third country.

17 PRODUCT-SPECIFIC TERMS

17.1 Policy on fair use. ViVeTech Plc. strives to provide its clients with the best possible tariff packages at the best possible price. The purpose of the policy on fair use is to prevent frauds and abuses connected with purchase and ordering committed by a small proportion of users. ViveSec may only be used for personal or business communication purposes, data sending, remote control and data manipulation, in accordance with this policy ("Proper Use"). The list below describes activities contrary to Proper Use, without claiming completeness:

17.2

- a. resale of the purchased Service;
- b. unusual use that does not correspond to ordinary use of the Service

Further activities may also violate Proper Use, and ViVeTech Plc. reserves the right, when examining it, to take into account every unlawful, prohibited, abnormal, unfair or unusual mode of use. ViVeTech Plc. reserves the right to terminate the contract concluded with the client, or suspend or restrict access with immediate effect, if it is established that the client uses the Service in a manner contrary to the Terms. In justified cases, ViVeTech Plc. may send a notification about improper use before suspending or terminating the Service.

17.3 ViVeTech Plc. reserves the right to withdraw or modify the Service at any time. If ViVeTech Plc. changes the Services and Products provided to you, then ViVeTech Plc. shall send a notification thereof by e-mail or by means of the Software, indicating in it the changes and the day of their entry into force. If you do not accept the changes, then you are entitled to terminate the Service so that the termination is effective from the day of entry into force of the changes.

18 MISCELLANEOUS

- Contact details of the Consumer Protection Inspectorate of the Government Office of Budapest Capital: address: 1052 Budapest, Városház utca 7., postal address: 1364 Budapest, P.O. Box: 144., telephone number: +36 (1) 328-0185, telefax: +36 (1) 411-0116.
- In the event of a legal dispute, the competent conciliation body is the Budapest Conciliation Board, seat: 1016 Budapest, Krisztina körút 99. III/310., mailing address: 1253 Budapest, P.O. Box: 10., e-mail address: bekelteto.testulet@bkik.hu, Fax: +36 (1) 488-2186, Tel.: +36 (1) 488-2131.
- You may also obtain information about the possibilities of judicial enforcement on the website www.birosagok.hu

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTOOD THE CONTENTS THEREOF. BY CLICKING THE ACCEPTANCE BUTTON AND/OR BY INSTALLING THE VIVESEC SOFTWARE, AND BY USING THE SOFTWARE, THE PRODUCTS AND/OR THE VIVESEC WEBSITES, YOU EXPRESSLY AGREE TO ACCEPT THE ABOVE TERMS AS BINDING UPON YOU, AND THAT YOU PROVIDE TO VIVETECH PLC. THE RIGHTS LISTED HEREIN. YOU DECLARE

THAT YOU MADE THE LIMITATIONS AND WAIVERS SET FORTH IN THIS AGREEMENT VOLUNTARILY AND YOU ACKNOWLEDGE THAT IN THE ABSENCE OF THESE YOU COULD USE THE SOFTWARE AND THE SERVICE AGAINST A SIGNIFICANTLY HIGHER FEE, THEREFORE YOU CONSIDER THE TERMS PROPORTIONATE AND FAIR.