

VantaSec NIS2 Compliance Mark Terms of Use

for electronic information system cybersecurity audits performed by VantaSec Kft.
on the basis of the requirements set out in Decree No. 7/2024 (VI. 24.) MK and in
accordance with Decree No. 1/2025 (I. 31.) SZTFH

VantaSec NIS2 Compliance Mark:





VantaSec NIS2 Compliance Mark Terms of Use
(hereinafter referred to as “Terms of Use”)

Preamble

VantaSec Kft. (hereinafter referred to as “VantaSec”) has created the VantaSec NIS2 Compliance Mark (hereinafter referred to as the “Mark”) for the purpose of distinguishing the results of cybersecurity audits of electronic information systems carried out on the basis of the applicable legislation and of recognising successful audit results.

The purpose of using the Mark is to demonstrate that, during the cybersecurity audit conducted by VantaSec – within the scope specified in the audit report and based on the status as of the date of the audit – the authorised organisation met the conditions for using the Mark.

The Mark is intended solely for informational purposes and may be used only within the limitations set forth in these Terms of Use. Use of the Mark shall not be construed as certification, accredited conformity assessment, regulatory approval, or regulatory certification; nor does it certify any product, service, organisation, or management system; nor shall it be interpreted as a recommendation or warranty by VantaSec; nor does it attest to the organisation’s ongoing or future compliance.

The right to use the Mark shall be vested in the authorised organisation only if the conditions set forth in these Terms of Use are met and subject to the prior written licence issued by VantaSec. The right to use the Mark cannot be transferred and shall be limited exclusively to the scope specified in the audit report.

These Terms of Use set forth the conditions for eligibility to use the Mark, the manner and limitations of such use, as well as the rights and obligations of VantaSec and the organisation authorised to use the Mark.

Use of the Mark is voluntary; however, when using it, the authorised organisation agrees to the provisions of these Terms of Use.

1. Purpose of the Mark

- 1.1. The VantaSec NIS2 Compliance Mark indicates that, at the time of the cybersecurity audit of the relevant electronic information system conducted by VantaSec and within the scope specified in the audit report, the organisation in question met the criteria set forth in the relevant legislation – in particular, Decree No. 1/2025. (I. 31.) SZTFH – and has achieved a result that entitles it to use the Mark. The use of the Mark shall apply exclusively to the scope specified in the audit report and to the conditions existing at the time of the audit.
- 1.2. The VantaSec NIS2 Compliance Mark is not a certification mark, a certificate, or an accredited conformity assessment mark, and shall not be construed as official approval or certification by a regulatory authority. Use of the Mark is permitted only in the manner and under the conditions set forth in these Terms of Use.

2. Protection of the Mark and the VantaSec Logo

- 2.1. The VantaSec name, logo, emblem, branding elements, and the VantaSec NIS2 Compliance Mark are the exclusive intellectual property of VantaSec and are protected by copyright, trademark, and other applicable laws. Use of the Mark and the related graphic elements is permitted only with VantaSec’s prior written licence, in the form provided by VantaSec, with no changes made to the content, colour, size, proportions, or graphic design. The use licence shall not constitute a transfer of intellectual property rights.



- 2.2. It is prohibited to modify, edit, recolour, distort, or alter the proportions of the VantaSec NIS2 Compliance Mark or the VantaSec logo; or to use them in conjunction with any other mark; or to use them in any independent or unauthorised manner. The Mark may be used only based on the original graphic file made available by VantaSec.

3. Organisation Authorised to Use the Mark

- 3.1. Only organisations that meet all of the following criteria shall be entitled to use the VantaSec NIS2 Compliance Mark:
- 3.1.1. it has entered into a contract with VantaSec to conduct a cybersecurity audit of their electronic information system;
 - 3.1.2. it possesses an audit report and audit certificate issued by VantaSec;
 - 3.1.3. it has achieved a result that entitles it to use the Mark in accordance with applicable laws and these Terms of Use;
 - 3.1.4. it has received prior written licence from VantaSec to use the Mark.
- 3.2. The right of use shall belong exclusively to the audited organisation and shall apply only to the scope specified in the audit report and to the conditions existing at the time of the audit.
- 3.3. The right of use is personal, non-exclusive, cannot be transferred to a third party, cannot be assigned, and does not entitle the holder to use the Mark for the benefit or on behalf of its affiliated companies, parent company, subsidiaries, corporate group, or any other organisation.

4. Authorised Use

- 4.1. The VantaSec NIS2 Compliance Mark may be used only in the manner authorised in writing by VantaSec and in accordance with the provisions of these Terms of Use. The Mark may be displayed, in particular, on the authorised organisation's website, digital platforms, promotional materials, bid documents, marketing and communications materials, and in its communications regarding cybersecurity compliance.
- 4.2. The Mark may be used only with the original graphic file made available by VantaSec. The size of the Mark can be adjusted proportionally, but its content, colours, proportions, text, and other graphic elements cannot be modified.
- 4.3. The VantaSec NIS2 Compliance Mark indicates that during the cybersecurity audit of its electronic information system conducted by VantaSec, the organisation met the criteria for using the Mark within the scope specified in the audit report. The Mark is not a certification mark, does not constitute an official certification, and refers exclusively to the scope specified in the audit report.
- 4.4. The use of the Mark shall not give the impression that VantaSec has certified, approved, or endorsed the entire authorised organisation, or all of its activities, products, or services. The Mark may refer to compliance exclusively in the scope specified in the audit report.
- 4.5. Upon VantaSec's request, the authorised organisation is required to verify the manner and location of the use of the Mark and to provide VantaSec with information regarding such use.

5. Prohibited Use

- 5.1. The VantaSec NIS2 Compliance Mark may not be used in any manner that is misleading, false, inaccurate, extends beyond the actual scope of the audit, or is likely to create a false impression regarding the meaning of the Mark.



5.2. In particular, it is prohibited to:

- 5.2.1. designate the Mark as a certification mark, a conformity mark, an accredited conformity assessment mark, or an official conformity mark;
- 5.2.2. claim or give the impression that the organisation is “NIS2 certified,” “holds a NIS2 certificate of conformity,” or to make any other claim that goes beyond the actual meaning of the Mark;
- 5.2.3. use the Mark to certify the conformity of a product, service, process, organisational unit, or electronic information system that was not covered by the audit;
- 5.2.4. extend the Mark to an affiliated company, parent company, subsidiary, other member of the corporate group, or any other organisation;
- 5.2.5. include the Mark in any laboratory inspection report, vulnerability analysis report, verification report, expert report, or other report from which conclusions may be drawn that go beyond the audited compliance;
- 5.2.6. continue using the Mark after the licence has been terminated, suspended, or revoked;
- 5.2.7. use the Mark in a manner that gives the impression that VantaSec endorses, approves, or certifies the authorised organisation, their entire operation, products, or services;
- 5.2.8. use the Mark in any manner other than as specified in these Terms of Use or in VantaSec’s written licence.

6. Term of the Right of Use

- 6.1. The right to use the VantaSec NIS2 Compliance Mark is granted upon the completion of the audit, the issuance of the audit report and audit certificate, and the issuance of a written licence by VantaSec.
- 6.2. The right of use shall remain in effect for the period specified by VantaSec, but no longer than until the completion of the next cybersecurity audit covering the same scope or until the termination of the right of use.
- 6.3. The right of use shall terminate, in particular:
- upon the conditions entitling its use ceasing to exist;
 - in the event of a violation of these Terms of Use;
 - upon revocation of the licence issued by VantaSec;
 - upon the expiration or termination of the contract concluded between the Parties;
 - if the law contains a different provision.
- 6.4. The right of use shall not be renewed automatically. Continued use of the Mark is contingent upon the organisation becoming duly authorised again to use the Mark in accordance with applicable laws and VantaSec’s regulations.

7. Notification of Change

- 7.1. The authorised organisation shall notify VantaSec in writing without delay, but no later than 8 days after the change occurs, of any significant organisational, technological, operational, or security changes that may affect the audited status, the scope of the audit, or the conditions for the right to use the VantaSec NIS2 Compliance Mark.

8. Verification and Revocation

- 8.1. VantaSec reserves the right to verify the legitimacy of the use of the VantaSec NIS2 Compliance Mark and compliance with these Terms of Use at any time. The authorised organisation shall provide VantaSec with the information necessary for the audit.
- 8.2. Should VantaSec determine that the use of the Mark is unauthorised, misleading, in violation of these Terms of Use, or that the conditions for the right to use the Mark are no longer met, it shall be entitled to take one or more of the following measures:
- call upon the authorised organisation to restore the lawful state of affairs;



- request the correction of incorrect or misleading communication;
 - require the immediate discontinuation of the use of the Mark, and its removal from all printed materials, electronic, and online platforms;
 - suspend or permanently revoke the right of use.
- 8.3. Should the right of use be revoked, the authorised organisation shall no longer be entitled to use the VantaSec NIS2 Compliance Mark and shall cease its use immediately.

9. Liability

- 9.1. The authorised organisation shall be solely responsible for the lawful, proper, and non-misleading use of the VantaSec NIS2 Compliance Mark. The authorised organisation shall ensure that the use of the Mark complies in all cases with these terms of use and with applicable legislation.
- 9.2. The use of this Mark shall not exempt the authorised organisation from fulfilling its obligations arising from laws, regulatory requirements, contractual obligations, or internal policies, nor shall it replace the fulfilment of compliance or other obligations required by law.
- 9.3. VantaSec shall not be liable for any damage, legal consequences, or claims by third parties arising from the unlawful, misleading, or unauthorised use of the Mark by the authorised organisation, unless such damages were caused by VantaSec's wilful misconduct or gross negligence.

10. Entry into force

- 10.1. These Terms of Use shall enter into effect on the date of their publication on the VantaSec website and shall remain in effect until they are revoked or amended.
- 10.2. Any legal disputes arising from these Terms of Use or from the legal relationship established hereunder shall be resolved, depending on jurisdiction, exclusively by the Buda Central District Court or the competent court with jurisdiction.
- 10.3. VantaSec shall be entitled to unilaterally amend these Terms of Use. Unless otherwise specified, the amended Terms of Use shall enter into force on the date of their publication.
- 10.4. Matters not regulated in these Terms of Use shall be governed by the provisions of applicable Hungarian law, in particular Act V of 2013 on the Civil Code.

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VantaSec