

## General Terms & Conditions

**Date of last update:** 27 May 2021 10:26:00 CET

Welcome to Neticle! These are our general terms & conditions or terms of service, but no matter how we call it, we advise you to grab a cup of coffee, because it will take at least 20 minutes to carefully read it. We told our lawyers to make it short and simple, but they have insisted on it being long and boring. Well, this is what we have finally come up with.

### I. BASIC TERMS

- 1.1 Neticle is and operates as a private company limited by shares. The company is incorporated in Hungary, so we must meet the legal requirements of Hungary; however, we can contract any person or entity around the world to provide our Services.
- Our seat is registered at the following address: Neticle PLC, 1016 Budapest, Naphegy utca 28. fszt. 2., Hungary
  - If you want to send a letter to us via normal post, we will receive it on our seat address.
  - In case you want to visit us in person, you find us at 41 Leonardo da Vinci Street in Budapest, Hungary.
  - Our company registration number is 01-10-141188, our tax number is 28996752-2-41 our VAT-ID is: HU28996752.
  - Write us an email at [support@neticle.com](mailto:support@neticle.com) – or look up our contact details here: <https://neticle.com/company/en/team>
  - We try to cover most things in this General Terms & Conditions, but as every client and project is special, individual details will be outlined in an Order Form as described below.
  - Our bank account details:  
Account owner: Neticle Plc  
Bank: Budapest Bank Zrt.  
Account Number: EUR IBAN: HU34-10101353-22104900-01005303
- 1.2 We will refer to ourselves in this GTC as "Neticle", "Neticle", "Us", "We" or as the "Brilliant Team".
- 1.3 These General Terms & Conditions ("Terms", "GTC") govern your use of our web pages operated and maintained by Us and products located and accessible at as follows:
- Neticle Media Intelligence including Neticle Data API at <https://app.neticle.com/> ("NMI")
  - Neticle Text Analysis API at <https://neticle.com/textanalysisapi> ("NTA")
  - Zurvey.io at <https://zurvey.io/zurvey/en> ("Zurvey.io")
- (together or individually "Service", "Services" or "Product" or "Products") operated by Neticle.
- 1.4 These Terms apply to all clients, visitors, users, and others who wish to access our Website located at [neticle.com](https://neticle.com) and [zurvey.io](https://zurvey.io) or other websites operated by Neticle in connection to the Services ("Website"). The Terms contain the general terms and conditions of our Services to natural persons and legal entities ("You", "Client").
- 1.5 Our Privacy Policy also governs Your use of our Website and Services and explains how we collect, safeguard, and disclose personal information that results from your use of our Website. Please read these here
- <https://neticle.com/company/en/author-privacy-statement>,
  - <https://zurvey.io/zurvey/en/privacy-policy>
  - <https://neticle.com/mediaintelligence/en/privacy-policy>.

- 1.6 Your agreement with us includes these Terms, our Privacy Policies of each Services (“**Agreements**”). You acknowledge that You have read and understood the Agreements and agree to be bound by them. You also represent and warrant that You have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent, that may be your employer). If You do not agree with (or cannot comply with) the Agreements, then You may not use the Services, but please let us know by emailing at support@neticle.com so we can try to find a tailor-made solution for You. The Terms are inseparable from any other Order Form, purchase orders, deal sheets or contracts concluded by and between You and Neticle.
- 1.7 Please note that whenever you upload data to our Services you will also be bound by our Data Processing Agreement (“**DPA**”), which you may find in Section XVI of this GTC.
- 1.8 Please note that We are entitled to unilaterally amend the GTC with simultaneous notification to our You. We shall publish the amendment to the GTC on the Website. You will be bound by such amended terms by continuing the use of our Services.
- 1.9 Clients who are natural persons and are using the Services for purposes outside their trade, business or profession are considered consumers (“**Consumers**”). Nothing contained in the GTC may override or limit the specific consumer protection related rights of Consumers granted by the pertaining laws.
- 1.10 Regarding certain Services, such as Zurvey.io, Clients may grant other users’ access to their account (“**Users**”) in a volume determined by the terms of the active subscription. Clients are responsible for the actions of the Users, including breaches of agreement. If a User agrees to the GTC on behalf of the Client, the User represents to Neticle that he or she has legal authority to make such valid legal statement on behalf of the Client.
- 1.11 None of the Services are intended for use by Users under the age of 14. If a User is a minor in his or her place of residence, the User may not use the Services. By using the Services, the Client represents and warrants that none of its Users are minors according to the laws of its jurisdiction.

## **II. GENERAL RULES ON THE USE OF THE WEBSITE**

- 2.1 We will use its best endeavours to ensure the highest accuracy of the information available on our Website and in our Services, but we exclude our liability for the direct (for example failure of the computer) or indirect (for example loss of profit) damages that occur when visiting the Website or using our Services and that result from the incorrect information, error or non-availability of the Website, Service or from other events. Parties participating either in the construction or in the operation of the Website are not responsible for the content errors, deficiencies of the Website. Neticle reserves the right to change or delete any inaccurate or false content at any time without prior notice.
- 2.2 Due to the fact that We rely on some of the services of Microsoft, our Services are currently not accessible from the following countries: Cuba, Iran, Democratic People’s Republic of Korea, Sudan, and Syria.
- 2.3 The information on the Website is for information purposes only and does not constitute warranty, guarantee, advice, or recommendation. You agree to use the information they download and access through the Website exclusively under your responsibility and own risk.
- 2.4 The Website may contain links to webpages other than our Website. Neticle has no control over, and assumes no responsibility for any third-party websites, including but not limited to the content, accuracy, and operation thereof.
- 2.5 If You operate an external website and wish to create a link to our Website this may be done by the provision of the exact landing page URL of this Website (e.g., deep links are not allowed). The link

should not in any way give the impression that Neticle endorses or links to the external website. It is forbidden to use framing or similar solutions and it is the Your responsibility to ensure that the link to the Website is opened in a new window.

- 2.6 Neticle is the sole owner of the copyrights, trademarks and other intellectual property rights connected to the contents on the Website and the Services. You are entitled to browse the Website and to reproduce the content therein by printing, saving, or transmitting it to other persons for your own purposes. Any use of the content on this Website in any form beyond the intended use is subject to the express written permission of Neticle. We allow the view and download of the information on the Website solely for the purpose of accessing and using the Services. Without our permission, it is prohibited to copy, publish or modify the materials on the Website and in our Services for commercial use, and the re-sale of the information printed from or viewed at the Website or Services and the permission are subject to limitations with respect to your duty to comply with any legal provisions on intellectual property rights or with provisions of these conditions of Website use regarding the downloaded materials, and You are not authorized to modify any materials downloaded from the Website.

### III. GENERAL RULES ON USE OF THE SERVICES

- 3.1 Each Service are available on both quota and time-based subscription basis under varying sets of terms specified on the Website related to each Service (“**Packages**”). The Packages are accessible after creating an account on the Service Website or by providing the client-details to Neticle as requested for Booking a Demo. In addition, an account may be manually created by Us or by one of our authorized Neticle partners. During the registration process the Client needs to provide complete and accurate information contained in the corresponding registration form.
- 3.2 The Subscription to the Service may be done via filling out the order form provided by Neticle to the Client upon receiving the request for using the Services (“**Order Form**”). The Order Form may contain the following data:
- Client Name, Legal form, and legal address
  - Service Description
  - Number of Keywords and Countries covered by NMI
  - Number of available free-text units to be analysed in Zurvey.io
  - API Calls per Month
  - Individual Expert Analysis
  - Billing Currency
  - Contract Duration
  - Set-Up Charge
  - Recurring charges
  - Discounts and rebates
  - Validity of Discounts and rebates
  - Validity of the offer
  - Contract Start Date
  - Payment Terms
- 3.3 Client agrees to the terms and conditions and the pricing of Neticle’s Services by signing and sending the filled and signed Order Form to Neticle. Neticle confirms the reception and acceptance of the order form in writing, via email. Once Neticle has confirmed the Order Form a binding agreement is in place between the Client and Neticle.
- 3.4 Neticle, at its sole descretion, may refuse to provide services to the Client by providing detailed explanation regarding the refusal.
- 3.5 Parties agree that for orders requiring a monthly payment above the threshold of EUR 1,000 or a yearly payment above the threshold of EUR 12,000 the filled and signed Order Form must be sent to Neticle

via normal post. Neticle shall confirm the reception of the Order Form via email. Once Neticle has confirmed the signed Order Form a binding agreement is in place between the Client and Neticle.

- 3.6 Where applicable, the Client may subscribe to Neticle's Services via online if an online subscription method is available for the given Services. Currently, you may sign up online for Zurvey.io.
- 3.7 The Client is fully responsible for the confidentiality of the password provided and properly selected during the registration process and for any activity in the Client's account. The Client undertakes to notify Neticle immediately of any unauthorized use of its account. Neticle shall not be liable for the loss of the password, or for any damage resulting from a third party obtaining the password or the misuse of the Client's account.
- 3.8 By completing the registration, the Client is granted a non-exclusive, non-transferable, worldwide right of use to the given Service limited in time or quota. The extent of such right of use shall vary based on the Package the Client subscribed to.
- 3.9 By uploading data on the Website connected to a given Service, the Client grants Neticle a worldwide right to use, modify, adapt, create derivative works, make publicly available, and otherwise exploit the data, for the limited purposes of providing the Services and as otherwise permitted by the data processing agreement between Neticle and the Client. The Client retains ownership of all its intellectual property rights in the uploaded data. The license granted by the Client to Neticle also extends to any trusted third parties Neticle works with to the extent necessary for providing the Services.
- 3.10 Neticle may at its sole discretion grant new Clients a limited access to the Services free of charge and reserves the right to decline such requests and also charge for the use of the Services or terminate the free access to the Services at any time without the obligation to provide reasons for its decision. Waiver of such right towards one specific Client shall not constitute as waiver towards any other Client.
- 3.11 Unless stated otherwise, Parties agree, that for minor alterations of the service provided or pricing, such as added functions, upgrades or contract extensions, e-mail communication is considered as a binding once confirmed by Neticle.
- 3.12 Neticle guarantees a 99,5% availability rate on a monthly level apart from the planned maintenance periods. Neticle shall inform the Client regarding the maintenance periods 24 hours prior to the commencement of the maintenance. In case of unexpected shutdown, Neticle shall be liable to turn all its resources in order to repair the error and to inform the Client. If the uptime level drops below the 99,5% monthly availability due to the unexpected stoppages, this may result in the proportional scaling down of the subscription fee regarding the month the availability levels dropped under the expected levels.

#### **IV. NETICLE MEDIA INTELLIGENCE SERVICE**

- 4.1 This part of the Terms introduces the general terms and conditions related to the Neticle Media Intelligence Service ("NMI") in addition to the general rules described in the GTC.
- 4.2 The NMI is an intelligent media monitoring, media analysis and social listening service. It is available in the languages indicated on the Website. As We develop our Service more languages are added to the list of available languages.
- 4.3 The Service available on subscription basis under varying sets of terms specified on the Website (Packages) or set by individual agreement as outlined in the Order Form. The subscription to the NMI may be initiated via the Website's corresponding part at <https://neticle.com/mediaintelligence/en> or an account may be manually created by Neticle or an authorized Neticle Partner. Once You got in touch with Us, We will send you the necessary details to be able to finalize the subscription and You will receive instructions to access your NMI profile through the Website.

4.4 The NMI is currently capable of providing the following service elements:

- Monitoring of online reputation with automated opinion analysis on the Bulgarian, Dutch, English, Georgian, German, Hungarian, Polish, Romanian, Russian and Ukrainian web;
- Monitoring of offline media (radio, TV, press) with automated opinion analysis in case of demand;
- Evaluating online campaigns and events;
- Simple mention analysis and management;
- Identifying main opposing and main supporting users and webpage;
- Perform ad-hoc analysis and custom reports;
- Weekly, monthly views by one click;
- Historical and regular data providing;
- Access the data and mentions via API.

4.5 Upon subscribing to this Service, based on your subscription, you will receive an online training tailor-made for your subscription level.

4.6 Please note that adding keywords or switching on/off service elements may modify the fees. Upon your request for additional keywords and service elements, Neticle shall inform You about the modified package fees. You must confirm the acknowledgement of the modified fees in order for Neticle to start the provision of the modified Service.

4.7 You shall be exclusively entitled to use the data originated from your profile and You are the legal owner of analysis made by Neticle. You are entitled to hand over the data and analysis to 1 (one) third party.

4.8 Neticle shall refrain from using the data originated from your profile.

4.9 In addition, the data generated by NMI may be access via an API connector as per your individual request and pricing.

## **V. NETICLE TEXT ANALYSIS API**

5.1 This part of the Terms introduces the general terms and conditions related to the Neticle Text Analysis Service (“NTA”) in addition to the general rules described in the GTC.

5.2 Text Analysis provides market leading, humanly accurate sentiment and semantic analysis toolkits for in-house corporate use.

5.3 The NTA is currently capable of providing the following service elements:

- Automated entity oriented and document level sentiment analysis in the languages that are available based on the service documentation: <https://neticle.com/textanalysisapi/en/documentation>;
- Identifying positive and negative phrases and opinions of texts;
- Automated entity (topic, brand, person, location, emotion, etc.) recognition;
- Revealing hidden connections, patterns and cognitive rules;
- Create custom keywords and categories (automated coding).

5.4 Upon subscribing to the NTA service You will be able to check the Text Analysis API usage data through the online dashboard provided by Neticle.

5.5 As part of your subscription, You are given access tokens and You are able to access the NTA Service with these tokens. You are liable to keep these tokens safe from third parties. If You give these tokens to third parties or lose them, You may need to purchase new tokens to replace the lost ones.

## **VI. ZURVEY.IO**

- 6.1 This part of the Terms introduces the general terms and conditions related to the Zurvey.io Service (“**Zurvey.io**”) in addition to the general rules described in the GTC.
- 6.2 Zurvey.io is a self-service text analysis solution providing diagnostic and evaluative human level precise automated text analysis of the uploaded or collected texts:
- Automated entity oriented and document level sentiment analysis in the following, but not limited to, Albanian, German, Bulgarian, Czech, Danish, English, Georgian, Croatian, Hungarian, Indonesian, Dutch, Polish, Romanian, Russian, Swedish, Slovenian, Slovakian, Serbian, Ukrainian language texts.
  - Identifying positive and negative phrases and opinions analysis in the following, but not limited to, Albanian, German, Bulgarian, Czech, Danish, English, Georgian, Croatian, Hungarian, Indonesian, Dutch, Polish, Romanian, Russian, Swedish, Slovenian, Slovakian, Serbian, Ukrainian language texts.
  - Automated entity (topic, brand, person, location, emotion, etc.) recognition currently in analysis in the following, but not limited to, Albanian, German, Bulgarian, Czech, Danish, English, Georgian, Croatian, Hungarian, Indonesian, Dutch, Polish, Romanian, Russian, Swedish, Slovenian, Slovakian, Serbian, Ukrainian texts.
  - Summarization and quantification of opinion, pain points and entities.
  - Revealing hidden connections, patterns, and cognitive rules of the text database.
- 6.3 You can request manual data preparation and report creation service directly from Neticle.
- 6.4 Upon subscribing to the Service, the You are given username and password (“**Credentials**”) and with the help of it You are able to access the Zurvey.io dashboard. Your Credentials are confidential information. You are liable to keep your Credentials safe from third parties.
- 6.5 The fee related to Zurvey.io is defined by the number of the unit of texts to be analysed provided by You. The text unit means an entry of text data:
- one feedback/comment,
  - one Excel cell’s text data of the uploaded Excel file data sheet,
  - one survey question answer,
  - one article, patient description entry, etc.
- 6.6 The length of a text unit is at most 1,000 characters. In so far as a text unit is longer than 1,000 characters, it is defined as a new text unit after each 1,000<sup>th</sup> characters. (Zurvey.io will calculate only the analysed texts into the quota, the rest of the handled data (ID category, other texts and so on) will be left out of consideration.)

## **VII. PAYMENTS**

- 7.1 By subscribing to any of the Packages related to any of the Services the Client is deemed to have agreed to and accepted liability for the payment of the subscription fee as determined by Neticle. Client also consents to the fee being billed and changed by Neticle in its sole discretion. Any change of the subscription fee shall take effect after the end of the billing period of the active Package of the Client.
- 7.2 You will receive notifications in case you have not paid the corresponding invoice in full. Neticle may stop the provision of Services if due payments are not received after the related notification has been sent.
- 7.3 Unless subscribing to a free Package, Clients will be charged in advance on a monthly, quarterly, or annual basis.
- 7.4 The Client’s subscription to a Package will automatically renew at the end of each billing cycle unless the Client cancels the subscription on the Website, via e-mail or in writing, which can be done anytime. Unless stipulated otherwise by the GTC, the fee paid for the subscribed Package is non-refundable. Any

termination and cancellation of the subscription will take effect immediately, and the Client will not be eligible for a refund in case of such early termination.

- 7.5 Payments may be completed in the currency indicated by Neticle and by credit card. All sums owed to the Supplier must be paid in full, without deducting any currency conversion or payment-related charges. The Client represents and warrants that the credit card information it provides is correct and it will promptly notify Neticle of any changes to such information. Failure of the credit card transaction will result in refusal of use of the Services by the Client. The Client acknowledges that its payments are handled by third-party service providers and Neticle is not responsible for these parties or their services and has no liability as concerns payment processing.
- 7.6 Prices on the Website are exclusive of VAT. Nonetheless, if applicable, Neticle will charge the Client VAT, unless the Client provides the Services Provider with a tax/VAT identification number that allows Neticle to charge exempt from VAT. The Client shall be solely responsible for all taxes that may be charged on its payment.
- 7.7 As mentioned above, You may change the scope of services regarding each Service. In case the option for change of services is not available via the Website, You may turn to Neticle via email with your request. Neticle shall inform you regarding the modified subscription fee and your email confirmation on the acceptance of the modified fee shall mean that the contract with the new fee between You and Neticle is binding.
- 7.8 Neticle will electronically issue and provide the invoice to the Client after the successful payment of the subscription fee by credit card.
- 7.9 Neticle may, in its absolute discretion, charge interest on overdue amounts at the relevant statutory rate in accordance with the Hungarian Civil Code.

### **VIII. LIMITATIONS OF LIABILITY**

- 8.1 Other than as expressly provided in the GTC and to the extent permitted by applicable laws, Neticle does not make any warranties of any kind, including those of merchantability, fitness for a particular purpose, and non-infringement or any representations regarding availability, reliability, or accuracy of the Website' content and the Services.
- 8.2 Clients shall indemnify and hold harmless Neticle from all liabilities, damages, and costs arising out of a third-party claim regarding or in connection with the Client's use of the Services or breach of the Terms, to the extent that such liabilities, damages, and costs were caused by the Client or its Users.

### **IX. PROHIBITED USES**

- 9.1 You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:
- In any way that violates any applicable national or international law or regulation.
  - For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
  - To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
  - To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
  - In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
  - To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm, or offend Company or users of Service or expose them to liability.

## 9.2 Additionally, You agree not to:

- Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of Service.

## **X. DISCLAIMER FF WARRANTY**

- 10.1 These Services are provided by Neticle on an "as is" and "as available" basis. Neticle makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these services, their content, and any services or items obtained from us is at your sole risk.
- 10.2 Neither Neticle nor any person associated with Neticle makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services.
- 10.3 Without limiting the foregoing, neither Neticle nor anyone associated with Neticle represents or warrants that the services, their content, or any services or items obtained through the services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.
- 10.4 Neticle hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **XI. TERMINATION AND CANCELLATION**

- 11.1 Neticle may terminate the Client's account related to any Services and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. Neticle shall send the Client at least one reminder by email before the termination of the account.
- 11.2 Neticle may terminate the Client's subscription related to any Services at the end of a billing cycle by providing at least 30 days' prior notice to the Client. Neticle may also terminate without prior notice the Client's subscription and/or account for a material breach of Terms, or if the Client terminates its business or becomes subject to insolvency proceedings, or in case the Client uses the Services or behaves in a way which is against the norms of business cooperation, disturbing the operation of Neticle or other Clients. Such termination for cause may result the blocking of the Users of the Client and preventing them from using the Services in the future.
- 11.3 The Client may terminate its subscription and delete its account at any time. The termination will result in either the downgrade of the Client's account to a free version if it is available or a deactivation of the Client's account and access to it. In case of deactivation of the Client's account, the content the Client

uploaded and generated through use of the Services will be permanently deleted. In case the Client terminates a subscription during a billing cycle, the Client will not receive a refund unless required by law.

11.4 New Consumers from the member states of the European Union may cancel their subscription within 14 calendar days after the payment of the fee by credit card. Upon cancellation the Consumer's account will be changed to a free version if it is available. Clients may exercise the cancellation by sending a notice by email or by post specifying the username and including an expressed statement on the cancellation. The fee shall be refunded within If within 14 days following the sending of the notice of cancellation.

## **XII. CONSUMER COMPLAINTS**

12.1 The Consumer may submit any comments, complaints regarding Neticle's services to the customer service run by the Neticle.

12.2 In the event of the rejection of a complaint, the Consumer may contact the Arbitration Board of Budapest (address: 1016 Budapest, 99 Krisztina krt, 3rd floor 310; mailing address: 1253 Budapest, Pf.:10. Hungary). Neticle does not declare a subordination to the recommendation of a conciliation panel.

12.3 The Consumer is entitled to initiate proceedings in respect of any dispute arising through the online dispute resolution forum. The online dispute resolution platform under Regulation (EU) No 524/2013 is available at:

- Direct access to a central helpdesk operated by the European Commission: [https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net\\_hu](https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_hu)
- Direct access to the online dispute resolution platform operated by the European Commission: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr).

12.4 We are committing to the protection of consumers against unfair commercial practices without applying a formal code of conduct.

## **XIII. PROTECTION OF PERSONAL DATA**

13.1 The Privacy Policy published on the Website and related to the Services governs the terms of the use of the personal data of the Clients and contained in the data uploaded to the Website by the Clients. You can find the Privacy Policy here:

- <https://neticle.com/company/en/author-privacy-statement>,
- <https://zurvey.io/zurvey/en/privacy-policy>
- <https://neticle.com/mediaintelligence/en/privacy-policy>.

13.2 With regards to the data uploaded or created by the Client by using the Services, the Client shall act as data controller and Neticle shall act as data processor. The terms between the parties concerning the personal data processing are governed by the data processing agreement constituting an integral part of the GTC.

## **XIV. CONFIDENTIALITY**

14.1 Neticle shall be liable to keep the data uploaded to the Website by the Client confidentially without limitation in time.

14.2 During the use of the Website and the Services by the Client under the GTC, each party may be given access to information (in whatever form) that relates to the other party's past, present and future business

activities, internal information, products, services know-how and/or intellectual property (“**Confidential Information**”).

14.3 Each party receiving Confidential Information (“**Receiving Party**”) from the other party (“**Disclosing Party**”) under or in connection with the Services shall keep any such Confidential Information confidential and shall not divulge the same to any third party without the prior written consent of the Disclosing Party or save as specifically permitted below in this clause. Confidential Information shall not be used by the Receiving Party for any purpose other than in connection with the use of the Services. Confidential Information disclosed by the Disclosing Party that (i) is publicly available; (ii) has been received by the Receiving Party from a third party who is under no obligation of confidentiality with respect thereto; (iii) is known to the Receiving Party prior to disclosure by the Disclosing Party without an obligation of confidentiality; (iv) is independently developed by the Receiving Party; (v) is expressly authorized to be disclosed by the Disclosing Party in writing; or (vi) is required by law to be disclosed by the Receiving Party or in accordance with the requirement of any regulatory or supervisory authority to which the party is subject (in which case the Receiving Party shall use reasonable endeavours to notify the Disclosing Party in advance of such disclosure) shall be disclosed without the prior consent of the Disclosing Party.

## **XV. FINAL PROVISIONS**

15.1 Neticle owns all intellectual property rights in and related to the Website and the Services, including design and know-how, and any derivative works of them. All rights not expressly granted to the Client are reserved to Neticle.

15.2 Neither party shall be in breach of the GTC nor liable for delay in performing, or failure to perform, any of its obligations under the GTC if that delay or failure result from events, circumstances or causes beyond its reasonable control.

15.3 The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the GTC without Neticle’s prior written consent. Neticle may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the GTC.

15.4 The GTC constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the Services.

15.5 If any provision or part-provision of the GTC is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

15.6 The GTC, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Hungary.

15.7 Neticle and the Client irrevocably agrees that the courts of Hungary shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the GTC or its subject matter or formation (including non-contractual disputes or claims).

15.8 Neticle may give notice to the Client by posting the notice on the Website or using a messaging feature of the Website or by email to the address associated with his or her account or by mail or courier to the address provided by the Client. All notices, requests, enquiries, complaints, and other communications to the Supplier should be sent to the appropriate email or postal address specified by the GTC. A notice

shall be deemed to have been received: (a) the same day if given through a notice on the Website or by email; or in the case of a notice sent by mail or courier, on the day of the proven receipt of the notice, or in case of unsuccessful delivery 5 (five) days following the first delivery attempt.

## **XVI. DATA PROCESSING AGREEMENT**

16.1 This personal data processing agreement (“**DPA**”) contains personal data processing terms between Neticle and any Client that uses the Services to analyse texts or create and manage surveys by uploading the personal data it obtained from third party private individual data subjects in full compliance with the relevant laws as data Client.

16.2 In the context of this DPA:

- **Personal Data** to be processed includes personal data the Client obtained from third-party private individual data subjects (the users and respondents as explained below) and uploaded to the Website in order to analyse texts or create and manage surveys. Given the broad potential use of the Services, the scope of personal data may vary on an individual basis, and it is not possible to categorize those in advance. These data sets are usually customer reviews, social media comments, online news, survey answers collected with another survey platform. The Client, however, undertakes to minimize the scope of personal data used to an extent that is absolutely necessary for the give approved purpose.
- **Approved Purposes:** Personal Data is being processed only for the following purposes: use of the Services, analyse texts, create, and manage surveys.
- **GTC** is the General Terms and Conditions of the Services.
- **Approved Sub-processors** to be used for processing of Personal Data are the following companies: Microsoft Azure Cloud (cloud processing and storage provider) <https://azure.microsoft.com/>.
- **Users** are persons who are having access to the platform. The platform’s Users belong to clients, which are legal entities and – while they are also data subjects to the data controlling activity of the Neticle– they are responsible for the third-party data they upload to the platform as data controllers.
- **Respondents** are persons who are sending answers to the Client’s surveys that are shared via the platform. These respondents are usually customers of the Clients, potential customers, or employees of the Client.
- **Administrators** are employees of the Neticle. They are developers, account managers or analysts who might help the Users in steps, questions, or report creation. The Administrators are handling all Client information and data confidentially and cannot share it with 3rd parties without written permission from the Client.

### **16.3 Description of the data processing activity of the Neticle**

#### **16.3.1 *Uploading data to the platform:***

Users can upload data sets to process and analyse them with the platform. Uploaded data is analysed, text analysed and summarized by the platform. The results can be accessed via the platform dashboard or exported into different file formats. The Client’s Users have access to the uploaded data set. When data is uploaded to the platform it reaches the platform via encrypted HTTPS protocol. The platform is hosted in Microsoft Azure Cloud. The storage of the data is encrypted as well and they are physically located in the European Union, mainly in the Netherlands. Neticle is not sharing the uploaded data sets or analysis results with 3rd parties nor with other Clients. Upon client request the Administrators can have access to the data set to help in troubleshooting or platform usage. Users can create surveys with the platform and share them with specific respondents or share the survey link publicly.

#### **16.3.2 *Collecting survey data:***

The Users may collect IP address, browser type, device, operation system data from the Respondents using the platform. This data collection can be switched on by the User before sharing the survey. The platform saves the Respondent answers only after fully finishing and submitting a survey by default. These settings can be changed by the User, so answers will be saved real-time. In this case

the Respondents receive a notification automatically when they open the survey link. The collected survey answers and data is stored in a secure encrypted format and is not shared with 3rd parties or other Clients. Users can delete it permanently. If the Client collects personal or sensitive information from the respondents, it is the client's responsibility to notify the respondents about their privacy and data management goals.

#### 16.3.3 *Embedded surveys:*

With the platform Clients are able to integrate micro-surveys into mobile applications or web applications. These micro-surveys usually ask a few non-personal questions from the users of the application. For example: please rate this application or share your experience with your own words. The micro-surveys may collect the respondents' user id, their device type, and the triggering event. This data collection can be switched on by the User before activating the micro-survey. It is the Client's responsibility to notify the respondents about the goals and details of the data collection. The collected survey answers and data is stored in a secure encrypted format and is not shared with 3rd parties or other Clients. Users can delete it permanently.

#### 16.3.4 *Integrations*

Clients can also integrate the platform with their in-house IT solutions and databases. In this case the platform processes and analyses data which is collected by the Client via other channels and the Client has to notify the Respondents or data sources about the data processing with the platform.

#### 16.3.5 *Showing analysis results on dashboard*

Users can see the result of the data processing and analysing via web-based dashboard from their browsers. They can see charts and summarizations and load the original data from which these values calculated. 3rd parties and other Clients' Users do not have access to this dashboard.

#### 16.3.6 *Exporting and sharing the data*

Users can export a data set analysis result into different file formats. This file contains the original data set and the calculated data as well. The exporting functions are only available for Users of the Client and the Administrators of the platform. The output of the analysis is available via a password protected dashboard through a web-browser. Only authenticated Users who have the necessary access rights can export the results via different file formats.

#### 16.3.7 *Access to personal data during development and support*

In special cases Administrators of the platform might need to access personal data for testing or troubleshooting purposes. They do not have the right to copy or share personal information.

#### 16.3.8 *Storage period and deletion*

The collected or uploaded data is stored until the termination / deactivation of the Client's account. Users can delete every data set of the Client permanently and immediately from the platform. In such cases the original data and the calculated, enriched data is deleted as well. Platform system logs do not contain such data.

### 16.4 **Legal terms of the data processing**

16.4.1 Client guarantees that all Personal Data is obtained in full compliance with the relevant data protection laws. Neticle shall only process Personal Data on documented instructions from the Client. Personal Data shall only be processed for the Approved Purpose, worldwide.

16.4.2 Neticle may also process Personal Data when required to do so by European Union or Member State law to which the Neticle is subject; in such case, Neticle shall, if legally possible, inform the Client of that legal requirement before engaging in processing.

16.4.3 Neticle shall ensure that only persons authorized to process the personal data have access to the personal data and that such personnel are subject to obligations of confidentiality or have such duty under the law.

- 16.4.4 Neticle shall implement technical and organizational measures to ensure a level of security appropriate to the risk presented by the processing. The Neticle uses the computing capacity of Microsoft Azure Cloud. The related physical security and availability is guaranteed by Microsoft Azure Cloud, while on the software side the Neticle does regular security maintenance, security updates and maintains a professional user permission structure.
- 16.4.5 Neticle LLC also does regular updates and internal security audits for each software component and their frameworks. Neticle shall not engage any sub-service providers without prior specific authorization of Client. Neticle shall inform Client of any intended changes concerning the addition or replacement of sub-service providers prior to engaging them, thereby giving Client the opportunity to object to such changes.
- 16.4.6 Where Neticle engages a sub-service provider for carrying out specific processing activities on behalf of the Client, the same data protection obligations as set out in this Agreement shall be imposed on that sub-Neticle. Where sub-Neticle fails to fulfil its data protection obligations, Neticle shall remain fully liable to Client for sub-service providers' acts and omissions.
- 16.4.7 Taking into account the nature of processing and data available to Neticle, it shall assist Client in:
- Fulfilment of Client's obligation to respond to requests for exercising the data subject's rights under the applicable laws
  - Implementing appropriate technical and organization measures to ensure a level of security appropriate to the risk hereunder.
  - Carrying out Data Protection Impact Assessment, as reasonably required by the Client.
  - Communicating with national Data Protection authorities.
- 16.4.8 In the case of a personal data breach, Neticle shall without undue delay, and at the latest within 24 hours after becoming aware of it, notify the Client in writing of the breach. Such notification shall, at a minimum, contain information laid down in Article 33(3) of GDPR.
- 16.4.9 At the choice of Client, Neticle shall immediately delete or return all the personal data, including any copies, after the end of the provision of services relating to processing, or upon a written request from Client.
- 16.4.10 Neticle shall give Client access to all information reasonably necessary to demonstrate compliance with this Agreement and allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by the Client. Each of the parties shall bear its own costs related to such audits.
- 16.4.11 Neticle shall fully indemnify and hold the Client harmless from all claims, liabilities, costs, expenses and damages and loss resulting from the Neticle's failure to comply with the requirements set out in this Agreement and laws applicable to the Neticle's processing activities.
- 16.4.12 Any non-conformity with the requirements set out in this Agreement shall be regarded as a material breach of this Agreement and the GTC by Neticle.
- 16.4.13 Any dispute, controversy, proceedings, or claim arising out of, or in any way relating to this Agreement, including, but not limited to, its formation, interpretation, breach, termination, or invalidity, shall be exclusively governed by Hungarian law, without giving effect to its conflict provisions. Any such dispute, controversy or claim shall be exclusively resolved by Hungarian courts.
- 16.4.14 All terms in this DPA are to be given the same meaning as in Regulation (EU) 2016/679 (General Data Protection Regulation) and the GTC unless otherwise is expressly indicated.
- 16.4.15 This present DPA is concluded by and between the Parties via electronic means upon the Client's expressed acceptance of the Services and DPA.