

CX-RAY GENERAL TERMS AND CONDITIONS OF SERVICE

1. THE PROVISION AND USE OF SERVICES

1.1. Service Provider

These General Terms and Conditions (hereinafter: “**GTC**”) govern the use and where appropriate, the storage of services (hereinafter: “**Services**” or “**Service**”), in particular the use of online surveys and questionnaires (hereinafter: “**CX-Ray Surveys**”) accessible at www.cx-ray.com and other websites and interfaces of CX-Ray Korlátolt Felelősségű Társaság (country of registration: Hungary; registered seat: 1095 Budapest, Gát utca 21., földszint 1., Hungary; registration number issued by the Metropolitan Court of Registration: 01-09-994631; tax number: 24186889-2-43; represented by: Péter Hári general manager; hereinafter: “**CX-Ray**” or “**Service Provider**”)

Details of the service provider providing storage for the Service Provider name: Amazon Web Services, EMEA SARL (AWS Europe), Inc.
seat: 38 Avenue John F. Kennedy L-1855 Luxembourg
contact: +352 26 73 30 00

1.2. Client and user

The Service Provider within the scope of the Services shall make available for use the HR technology surveys and questionnaires for its legal entity clients (hereinafter: “**Client**”; the Client and the Service Provider hereinafter together: “**Parties**”). The users of the Service (hereinafter: “**User**”; User and Service Provider hereinafter together: “**Parties**”) are natural persons authorised to act on behalf of the Client. The Client is responsible for the conduct of the Users acting on its behalf in the use of the Service. The terms “**Client**” and “**User**” correspond to each other in the text of these GTC.

- 1.2.1. The User may use the Service only in case of accepting present GTC. By starting to use the Service, the User has read, understood and accepted these GTC.
- 1.2.2. Certain issues regarding the use of the Service, including the execution, time period and termination of an agreement between the Parties, may be subject to special terms (hereinafter: „**Special Terms and Conditions**”).
- 1.2.3. The User is required to use the Services and the information contained therein in accordance with these GTC, the Special Terms and Conditions and the law. The User, during its conduct, shall comply with the law, in particular it shall not violate the reputation of the Service Provider and shall show fair business conduct.
- 1.2.4. These GTC are subject to change by CX-Ray unilaterally. In such case, CX-Ray shall notify the User of the change in advance. The continued use of the Service by the User shall be deemed to be the acceptance of the change.

2. REGISTRATION AND USER ACCOUNT

2.1. Registration and the use of electronic signature

- 2.1.1. In order to access the full scope of the Services the User shall create a User Account (hereinafter: “**User Account**”), providing the following information (hereinafter:

“**Registration Information**”): first name, surname, e-mail address, telephone number, password required to login, name of the company, industry of the company, address of the company, tax number of the company.

The User shall be solely responsible for the authenticity of the Registration Information and acknowledges that CX-Ray provides the Service in aware of such information. By filling in the registration form, the User shall be obliged to accept the Privacy Policy and any Special Terms and Conditions.

- 2.1.2. The User must create a username and password in order to gain full access to the Services. When the User contacts CX-Ray or other Users, the username and password will function as the unique identifier of the User (hereinafter: „**Electronic Signature**”).
- 2.1.3. The Electronic Signature of each User is unique and is not transferable. CX-Ray shall not be liable for any damages to the User resulting from incorrect or incomplete data submission, failure to report changes to the data provided immediately, and shall be entitled to compensation for any damages to CX-Ray resulting from the above misconduct.
- 2.1.4. The User shall be responsible for keeping the password confidential and shall ensure, that third parties do not use the Service. For such use by a third party, the User is solely responsible.
- 2.1.5. In all cases, the User is responsible for the proper use of the Services and the security of the Electronic Signature, as well as for compliance with these GTC and the Special Terms and Conditions.

2.2. **Creating the User Account**

- 2.2.1. By creating a User Account the User declares, that: (i) it provides with true, accurate, current, and complete information about itself while filling in the registration form for the Service; (ii) will promptly update any changes to the Registration Information and will maintain the accuracy, timeliness and completeness thereof; (iii) if necessary, it will provide a valid payment method in order to settle the fee of the Services; (iv) throughout its access the Services, it will only use the User Account that it has created; and (v) will not use the names of other persons with the purpose of appearing as another person and will not use such name in a way that casts doubt on the authenticity of the User Account. The User shall be liable for all damages resulting from providing incorrect information.
- 2.2.2. In the event that the User provides false, inaccurate, outdated or incomplete information about itself or CX-Ray reasonably assumes that the information provided is false, inaccurate, outdated or incomplete, CX-Ray may suspend or deny access to the User Account and may deny the later use of the Services. All Registration Information will be stored or used in accordance with the Privacy Policy of CX-Ray.
- 2.2.3. The User agrees that its activity with respect to the Services will be used by CX-Ray with the purpose of optimizing the display and availability of user content.

2.3. **The matter of possession of a User Account**

In the event that the possession of the User Account becomes disputed among two or more Users, CX-Ray shall, using its best efforts, attempt to resolve the issue and decide

in the matter. If such attempt is unsuccessful, the User shall be entitled to apply to the reconciliation body of the county (capital) chamber of commerce and industry or to court.

2.4. The responsibilities of the User to the Respondents

2.4.1. The CX-Ray Surveys are created and controlled online by the User. Respondents are the individuals who answer the questions in the said CX-Ray Survey (hereinafter: „**Respondents**”). The User is responsible for (1) informing Respondents of the contents of present GTC and the Privacy Policy with respect to the use of their personal data and responses; and (2) the acceptance of these GTC and the Privacy Policy by the Respondents.

2.5. The termination of the User Account

2.5.1. The User may terminate his User Account at any time by using the „delete account” option. If the User Account is deleted, the User will continue to have access to parts of the Service, but will lose access to features and content that may be used only by Users with a User Account.

2.5.2. If, during use, the abuse of the User Account is suspected, CX-Ray may, without notice, terminate or restrict the User Account or terminate access to certain Services and content. CX-Ray shall have no liability in these cases. If the User Account is terminated, the obligation to pay for the Services shall also cease.

3. FEES AND PAYMENT

3.1. The Service fee

3.1.1. CX-Ray may charge a fee for the Services or the entire Service. The User shall pay the fees as described in the Special Terms and Conditions, in accordance with the Service of his choice.

3.1.2. The scope of the Services available and their rates are set out in the Special Terms and Conditions.

CX-Ray may at any time, based on prior notice, modify the fees or introduce new fees (e.g.: notice on the Website and / or via email)

3.1.3. If the User continues to use the Services after the changes take effect, the new remuneration shall be deemed to be accepted. Fees are non-refundable, except as determined in these GTC and the Special Terms and Conditions, or as legally justified.

3.2. Failure to pay

3.2.1. In the event of late payment, CX-Ray may restrict, suspend or terminate access to certain features of the Service following the payment deadline, which may result in loss of data or content related to the Service. In this case, CX-Ray shall have no liability whatsoever.

4. RESTRICTION AND TERMINATION OF ACCESS TO THE SERVICE

4.1. CX-Ray reserves the right, in its sole discretion, to remove any User content from the Services.

4.2. CX-Ray is entitled, at its sole discretion, to restrict, suspend or terminate the Services and User Accounts, or to deny access to the Services or User content or to take legal and

technical action against the User if it concludes that the User performs activities in contravention of these GTC, the Special Terms and Conditions of CX-Ray or the law.

- 4.3. CX-Ray may terminate access to the Service with effective immediately if: a) if the User is in serious breach of the provisions of these GTC or the Special Terms and Conditions; b) if the User breaches the provisions of these GTC or the Special Terms and Conditions without constituting a serious breach of contract, and does not remedy it within 3 (three) days of the request of CX-Ray; c) the User interferes with or endangers the proper functioning of the software of CX-Ray, in particular if an attack is made on or against the device of the User, and does not terminate the offending situation within 3 (three) days of the notice of legal consequences; d) User submits any unlawful content to the software of CX-Ray; e) the User uses the Service in a manner or for any purpose that is unlawful, or engages in any unlawful conduct; f) it is probable, based on the data and information available to CX-Ray, that the User has misled CX-Ray with respect to any substantial circumstance, in particular personal/company information, in order to use the Service.

5. USER CONTENT

- 5.1. The User agrees that the Services may display content provided by others that is not owned by CX-Ray. Such content shall be the sole responsibility of the person who made it available. The User is responsible for the content recorded by it or on its behalf and is required to obtain the appropriate licenses and consents necessary for the lawful use of the content. CX-Ray assumes no responsibility for any content recorded and used by the User or by somebody on its behalf, including the public sharing of such content.
- 5.2. The User acknowledges that CX-Ray is under an obligation to review, deny access to, delete or refuse to display User content on the basis of any report of unlawful content, or any judicial or administrative order. The User acknowledges that CX-Ray is under no obligation to monitor or verify any User content.

6. EXTERNAL LINKS AND WEBSITES

- 6.1. Any third party aiming to link its website to the CX-Ray website must obtain prior written permission from CX-Ray. CX-Ray assumes no responsibility for links leading to third party websites or platforms or the contents thereon.

7. PRIVACY POLICY

- 7.1. Each time the User or the Respondents share their personal information with CX-Ray, the data management is governed by the Privacy Policy, which must be accepted in advance by the User and the Respondents.

8. INTELLECTUAL PROPERTY

- 8.1. The User may not use the software, know-how, or other intellectual property provided by CX-Ray required for the operation of the Service for purposes other than the use of the Service. The User is responsible for indemnifying CX-Ray for all damage, costs and claims arising out of breach of this provision.
- 8.2. CX-Ray owns and maintains all software, software solutions, technology, technical information, discovery, idea, theory, development, design, original copyright work, process, algorithm, invention, know-how, patent, procedure and other information, modifications and enhancements thereof, all documentation, implementation

methodology, schedule, protocol, flowchart, marketing material, note, sketch and other information developed or used by CX-Ray, as well as the trade secrets and all other values, confidential and secret information of CX-Ray.

- 8.3. The User does not acquire any right or title other than the right to use the intellectual property of the Service Provider. The User is not authorized to use the source code of the software.
- 8.4. The User a) shall not lease, lend, encumber, pledge or sell any of the intellectual property of CX-Ray; (b) shall not transfer it or make it available to a third party; (c) alter or contribute to alteration; (d) shall not make copies of, or contribute to the making or distribution of copies; (e) shall not exhibit behaviour that endangers the intellectual property rights of CX-Ray; f) shall not reverse engineer, decompile, disassemble, or otherwise attempt to obtain the source code of the intellectual property of CX-Ray; furthermore, (g) shall not remove, modify or replace any copyright, trademark or other proprietary right mark affixed to or in connection with the use of the intellectual property of CX-Ray.

9. FELELŐSSÉG KIZÁRÁSA

- 9.1. By using the Service, the Client acknowledges that, taking into account the possibility of free trial of a section of the Service on the Website, it is satisfied that the Service is fit for its purpose. The Service is accepted “as provided” by User.
- 9.2. CX-Ray shall not be responsible for accommodating any special needs with the Services. The User is solely responsible for the risks arising from the use and application of the Services.
- 9.3. CX-Ray shall not be responsible amongst others for any defect in the Service due to, including but not limited to, the following reasons: a) malfunction or inadequacy of the devices used by the User to access the Service: b) improper, unprofessional or not intended use of the Service c) breach of any of the obligations prescribed in the GTC or the Special Terms and Conditions or the violation of the relevant legal provisions by the User; d) force majeure events e) interruption or failure of the Service resulting from the interruption of local access or connection provided by another service provider.
- 9.4. CX-Ray disclaims all liability except for damage caused by will or damage to human life, integrity of body or health.

10. NOTIFICATION OF COMPLAINT

- 10.1. Bugs and other complaints about the Service may be reported to CX-Ray at hello@cx-ray.com.
- 10.2. The User shall be liable for any damages resulting from the delayed, insufficient or failed report of the error.

11. APPLICABLE LAW AND JURISDICTION

- 11.1. The interpretation of these GTC and the issues not regulated therein shall be governed by Hungarian law.
- 11.2. To resolve disputes between CX-Ray and the Users, the Parties shall stipulate the jurisdiction of the courts having jurisdiction at the registered seat of CX-Ray.

Date of last modification: 2020.12.17.