

## General terms and conditions

which is an integral part of the contract to be concluded among **Frisssdiplomás Személyzeti Tanácsadó és Szolgáltató Kft.** (registered office: 1037 Budapest, Lángliliom utca 2. 13. ép. 1., company registration number: 01-09-872621, tax number: 13777157-2-41, hereinafter: **Organizer**) as **JOB4me**, the organizer of the virtual event called the **Virtual Job Fair** (hereinafter: **JOB4me**) (hereinafter: the **Organizer**) and the party to the JOB4me event (hereinafter: the **Contracting Party**) (hereinafter: the **Organizer** and the **Contracting Party** together: the **Parties**)

### 1. Scope of the GTC

1.1. These General Terms and Conditions (hereinafter: GTC) shall apply in the legal relations of the **Contracting Party** with the **Organizer** as a service provider related to the appearance of JOB4me at the virtual event, unless the **Parties** expressly provide otherwise in these General Terms and Conditions in the individual contract concluded by them.

1.2. By ordering a JOB4me virtual event, the contracting party automatically accepts the provisions of these GTC and acknowledges that they are binding on it.

1.3. The provisions of these GTC are effective from 1 January 2021.

1.4. **Organizer** reserves the right to amend these GTC or to enter into force new general terms and conditions. The new General Terms and Conditions created in this way can and should only be applied to orders created after their publication on job4me.hu, on which the **Organizer** is obliged to inform the **Contracting Party** before signing the order.

### 2. General provisions, definitions

2.1. **Virtual exhibition space:** A set of virtual 3D building(s), pavilions, stands and other exhibits appearing on the website provided by the **Organizer**.

#### 2.2.a) in terms of information, data, image elements appearing on the virtual stand

- ✓ stand design with several options (size, design, number of posters and displays, avatars, etc.),
- ✓ display of company presentation and company logo
- ✓ linkable banners, videos and documents,
- ✓ unlimited number of job advertisements,
- ✓ link to a number of external pages depending on the type of stand (minimum 5, maximum 12),

#### 2.2.b) in terms of contacting and interacting with JOB4me visitors

- ✓ possibility to communicate with visitors via chat (text, sound and image), possibility to conduct a video interview during the opening hours of JOB4me,
- ✓ chat availability scheduling option customized,
- ✓ view chat history, reconnect to previous chat,

- ✓ opportunity to initiate a conversation with visitors (addressing visitors to the stand or using the CV search function)
- ✓ opportunity to start company webinars, group discussions,
- ✓ possibility of screening among the candidates visiting the stand,

## 2.2.c) after the opening hours of JOB4me

- ✓ the virtual stand is available for 30 days (except for chat), during which those interested can apply for jobs at the stand,
- ✓ detailed statistics about the event and stand attendance.

It is the right and duty of the **Contracting Party** to provide and update the information displayed on the virtual stand, unless it orders the performance of the tasks separately from the **Organizer**.

2.3 **Customer Gateway:** a password-protected interface provided by the **Organizer**, on which the **Contracting Party** can use the services provided by the Organizer.

2.4 **Opening hours:** the period during which **JOB4me** visitors can use its services and interact with the exhibitors. During this period, the Contracting Party is obliged to be represented at its virtual stand with at least one person and to provide all the services that it has previously published on the surfaces of the event.

2.6 **List price:** the publicly published fee of each service, i. e. the price of **JOB4me**'s website, in the order forms and prospectuses, excluding value added tax.

2.6 **Net-net price:** the value of the current list price, increased by mark-ups and reduced by discounts, excluding VAT.

2.7 **Business Secret:** any fact, data or connection related to an economic activity that is not known publicly or not easily known, the acquisition, utilization, disclosure or disclosure of which by unauthorized persons would harm the market, economic or financial interest of the right holder. In particular, business secrets shall include any information which is not in the public domain or not intended for the public, data and documents which the parties communicate to each other, even before the conclusion of the contract, or which come to their knowledge during the performance of the contract. This includes, in particular, information on the parties' operations, activities, management, individual solutions and contract terms used, and information about their customers. Technical, economic or organizational knowledge, experience or the compilation thereof, which represents the value of property recorded in an identifiable manner, shall enjoy the same protection as business secrets (for the purposes of this Act: protected knowledge) if it is obtained, exploited, communicated or disclosed in a manner that violates the principles of good faith and fair dealing.

## 3. Data Protection

3.1 Visitor registration for the **JOB4me** virtual event, and the protection of personal data to be provided when ordering is regulated in all respects by the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the

processing of personal data and on the free movement of such data and Directive 95/46 / EC Repealing the EC Regulation (General Data Protection Regulation, GDPR), and yet Act CXII of 2011 (info-act) on the right to information self-determination and freedom of information, by the data protection statement published on the website of the **JOB4me**, under which the **Contracting Parties** shall be considered as joint data managers only in respect of the data which come to their possession.

3.2 Accordingly, the **Organizer** will not pass on the personal or professional data provided by **JOB4me** visitors, exhibitors or any other natural person appearing at or in contact with the **JOB4me** virtual event for the performance of the contract to third parties without the consent of the data subject.

3.3 A jobseeker profile is created from the data provided by the users registering for **JOB4me** (hereinafter: **User or Users**) and the uploaded application package (CV (s), motivation letter, etc.). The user's profile, and thus his/her personal data, can only be seen by the exhibitors whose stand the User has visited or interacted via chat. The User has the opportunity to apply for jobs, internships, trainings, exhibitors' webcasts and other programs. By visiting and interacting a **Contracting Party's** stand, **User** consents to a **Contracting Party's** access to his/her professional and personal data. Joint data management between the **Contracting Parties** is implemented through the access of the **Contracting Party** to the personal data of the User. With the consent of the user in this way, the duration of data management is 1 year after the execution of **JOB4me**. After the expiration of this period, the Contracting Party is obliged to delete the personal and professional data of all Users that it has received on the basis of its consent on **JOB4me**, and within this period the User has not given written consent to further data processing.

3.4 The **Contracting Party** has the opportunity to publish its own data protection information on its virtual stall, notify the stall's visitors and the **Users** that interact with him in this regard. **The Contracting Party** may point the **Users** to his own homepage, career page, social media page or other pages under his management (hereinafter jointly referred to as: **Contracting Party's homepage**). In such a case, he is obligated to request from the **Users** the acceptance of its own data protection information (regulations), and may only request the **Users** to provide further personal or professional data after acceptance. The **Organizer** cannot provide a procedure or system to the **Contracting Party** for this that is mandatory for the **Users**, but it will make it possible for the **Contracting Party** to manage the **Users** according to his own data protection information by pointing them to his own homepage.

3.5. **Organizer** provides all Users with the so-called. "Withdrawal of a single channel data management consent", i. e. if the User identifies himself / herself in accordance with the provisions of the data protection policy, he / she requests the **Organizer** to withdraw the consent for the processing of his / her data from any (even all) exhibitors of **JOB4me**, whose data he / she has provided, the organizer is obliged to comply with the request. In this case, all exhibitors from whom the User has withdrawn his/her consent to the processing of his/her data are obliged to delete the User's data as soon as possible, but no later than within 30 calendar days.

3.6. The **Organizer**, as the party collecting personal data, is obliged to provide Users with information as defined in Articles 13 and 14 of the GDPR.

3.7. **Users** may exercise their rights as affected, in regards both the **Organizer** and the **Contracting Party**. The data protection officers of the **Contracting Parties** (if any) or the persons designated to perform data protection tasks (if any) shall be entitled to act in the exercise of the rights of the data subject. The officers, holding contact, data protection officers (if any) or persons designated to perform data protection tasks (if any) of the **Parties** shall cooperate to the extent necessary to ensure the enforcement of the rights of data subjects, regardless of whether the User's request has been received by the **Organizer** or a **Contracting Party**.

3.8. The **Organizer** declares and warrants that the handling, making available and transmitting to the **Contracting party** the personal data of jobseekers appearing at the **JOB4me** virtual event complies with the provisions of the relevant data protection law, in particular the GDPR. Accordingly, it has an appropriate legal basis for granting and transmitting access to personal data to a **Contracting Party**.

3.9. **Contracting Party** declares and warrants that the personal data to which the **Organizer** has provided access will only be used for the purpose of contacting the **Users** in connection with the application of the **Users**, will not be used for other purposes or will not be made available to third parties.

3.10. **Parties** shall ensure that the joint processing covered by this Agreement complies with Article 32 (1) of the GDPR. The **Contracting Parties** shall take appropriate technical and organizational measures to ensure an adequate level of data security.

3.11. Either **Party** shall immediately notify the other Contracting Party in writing of any data protection incident that has occurred to it. The **Parties** shall agree, if necessary, which of them shall report the data protection incident to the competent supervisory authority and / or which of them shall inform the data subjects, in accordance with Articles 33 and 34 of the GDPR.

3.12. The **Parties** shall mutually assist each other in fulfilling the requests, requirements, orders, and complaints of the **Users** and the data protection authorities regarding the joint data processing with regard to the fulfillment of the obligations under the relevant legislation, in particular the GDPR. The **Parties** shall immediately notify each other in writing of any request, requirement, demand, order, application, control or any other similar action by the data protection authorities or data subjects in connection with joint processing. The **Parties** shall notify each other in writing without delay of any actual or potential breach or suspected breach of the relevant legislation, in particular the GDPR, in relation to joint data processing.

3.13. Each **Party** shall, without undue delay, assist the other Party to provide answers or provide information in connection with questions raised by data subjects and arising in the course of official or judicial proceedings relating to data processing covered by this Agreement.

3.14 Tracking and measurement codes placed in advertisements appearing on **JOB4me** interfaces may collect data about the User (e. g. IP address), which are covered by the General Data Protection

Regulation (GDPR) and Act CXII of 2011. according to the Act (info-act). The **Contracting Party** is solely responsible for the handling of personal data collected through tracking and measurement codes placed in advertisements (e. g. banners), the **Organizer** does not have access to the personal data collected by the codes in any form, so it does not qualify as a data controller or data processor.

3.15 **The Contracting Party** has the opportunity on his own virtual stall to place online advertisements (e.g. Banners) in letters sent by the Organizers and on the advertisement surfaces of **JOB4me**. By way of tracking and measurement codes he may collect such data regarding the **Users** (e.g. IP address), which qualify as personal data pursuant to the General Data Protection Regulation (GDPR), as well as Act CXII of 2011 on Informational Self-Determination and Freedom of Information (Privacy Act). If the **Contracting Party** takes advantage of the opportunity to collect personal data by way of placing such advertisement and by tracking and measurement codes, the **Contracting Party** shall be exclusively responsible for the management thereof, the **Organizer** has no access whatsoever to the personal data collected by the codes, thus it does not qualify as data manager or data processor with regards to these data. In the case described in the present paragraph, the **Contracting Party** is obligated to provide the necessary data protection information to the Users on the page where the advertisements arrive, meaning on the homepage where the **Users** navigate by clicking on the advertisement.

3.16 During the fulfilment of the present Contract, the **Parties** may access the personal data of each other's employees, subcontractors or persons participating under other legal titles, which they may exclusively use in connection with the fulfilment of the Contract. The **Organizer** undertakes the obligation to do everything expectable in the interest of protecting the personal data of the **Contracting Party's** employees, subcontractors or persons participating under other legal titles on **JOB4me** provided at the entry-point, and that such data shall be exclusively used in connection with the fulfilment of the Contract, it shall not transfer them or make them accessible to a third party. In relation to these data the contents of the **Organizer's** data protection information shall be applicable. The **Contracting Party** has the opportunity to request a Triple identification access to its entry-point (login name, password and a confirmation code generated by the system, which the **Contracting Party** receives in a text message) from the **Organizer**.

## 4. Conclusion of the contract

4.1 For the conclusion of the contract it is considered a call for tenders by the **Organizer**, sending the following documents to the **Contracting Party** and their availability on the **JOB4me** website: Order Form (hereinafter **Order Form**) and these GTC. The referenced documents, which can be downloaded from the **JOB4me** website, constitute an invitation to tender until revoked.

4.2 It is an offer of a **Contracting Party** to send a copy of the **Order Form** duly signed by the **Contracting Party** by e-mail, post, courier or delivered in person to the **Organizer**. The **Contracting Party** may not impose any conditions or reservations on the **Order Form**, and is bound by his/her offer until the confirmation of his/her order by the **Organizer**, which cannot be longer than 8 calendar days. If the **Contracting Party** does not order the services of **JOB4me** for itself, it is obliged

to indicate the name, registered office, tax number or company registration number of the company using the services, on the **Order Form**.

4.3 By sending a copy of the **Order Form** duly signed by the **Contracting Party**, the **Contracting Party** not only makes its offer, but also certifies that it has received, become acquainted with and considers these GTC to be binding on it, which is an integral part of the **Order Form**.

4.4 If the **Organizer** is able to provide the services ordered by the **Contracting Party**, the **Organizer** shall send a written e-mail to the e-mail address on the **Order Form** (hereinafter: **Confirmation**) within a maximum of 8 calendar days, indicates to the **Contracting Party** that he/she has accepted his/her tender. If the services ordered by the **Contracting Party** cannot be provided, the **Organizer** may offer alternative display options and services, taking into account the needs of the **Contracting Party**. In this case, the **Contracting Party** is entitled to notify the **Organizer** in writing within 8 calendar days if it does not accept the conditions included in the confirmation e-mail. Upon expiry of the deadline and acceptance of the **Contractor's** offer as described above, the contract shall be concluded between the **Contracting Parties**. If the **Organizer** does not accept the offer of the **Contracting Party**, it is obliged to notify the **Contracting Party** within 8 calendar days in the form of an e-mail or postal letter verifiably sent to the **Contracting Party** for the contact details provided on the **Order Form**. The organizer is not obliged to justify the rejection of the offer.

4.5 The **Organizer** undertakes to provide the services ordered by the **Contracting Party** and confirmed by it with the parameters and quality detailed in the **Order Form**, provide it to the **Contracting Party** at the price specified in the **Order Form** and the Confirmation, provided that the **Contracting Party** fully complies with its other obligations set out in this contract. The Organizer also undertakes to provide the services ordered by the Contractor in the best possible quality, technical and aesthetic design available in the given circumstances. Performance is through the use of mediated services.

## 5. Use of the ordered services

5.1 The **Organizer** guarantees that during the opening hours of **JOB4me**, the **Contracting Party** may use the stand in accordance with the objectives of the event, without restrictions, but its activities may not disturb other exhibitors and visitors of **JOB4me**. The **Contracting Party** undertakes to be represented by at least one employee on its virtual stand at all times during the opening hours in order to inform the visitors of **JOB4me**.

5.2 The **Contracting Party** undertakes to place on its virtual stand only the information materials of its own company (including the parent company and its subsidiary (ies) and any member of the group of companies), or promotes its offers, services or products (including job or training offers, events, other programs, as well as newspapers, publications). The **Contracting Party** acknowledges that activities other than the above (e. g. **organizing a prize draw, conducting surveys based on interviews with participants, organizing promotions, promoting offers, services or products other than the above**) may be carried out only with the prior written permission of the **Organizer**.

5.3 The **Contracting Party** undertakes not to engage in any activity that violates the law or good morals at the **JOB4me** virtual event in any way.

## 6. Deadlines, rights, responsibilities, content restrictions on advertisements

6.1 The **Organizer** only undertakes the full fulfillment of orders submitted on time. The **Contracting Party** acknowledges that if the information and materials to be published are not delivered to the **Organizer** on time or are not uploaded using its customer portal, the **Organizer** will not be able to fulfill the obligations set out in the contract, and the **Organizer** shall not be liable for any resulting damage to the **Contracting party**.

6.2. The **Organizer** is not responsible for the accuracy of the (online) data provided by the **Contracting Party** or the advertisements submitted in the publications and on the website, informing **JOB4me** visitors.

6.3 The **Organizer** may refuse to publish advertisements or publish creative materials if it can be reasonably assumed that it would violate the law, or a third party could make any legal claim against the **Organizer** based on it. **Organizer** may also refuse to display advertisements for creative materials that offend **JOB4me**'s visitors or exhibitors, that are incompatible with **JOB4me**'s goals, and that do not match the content or quality of **JOB4me**'s image. The **Organizer** is obliged to justify the refusal to publish the advertisement.

6.4 The **JOB4me** virtual event also has public communication platforms that allow **Users** to connect with each other. These platforms are not moderated, **Users** can also provide information and opinions about the **Contracting Party**, on which the **Contracting Party** can react, but cannot delete them.

## 7. Terms of payment

7.1 The consideration for all services ordered by the **Contracting party** shall be paid by bank transfer in accordance with the **payment terms** on the invoice to the bank account number 11600006-00000000-83529834 of the **Organizer**, maintained at Erste Bank Hungary Zrt. In case of late payment, the **Organizer** may charge the value of the current central bank base rate increased by 5% as default interest.

7.2 The **Contracting Party** is obliged to transfer the fee for the ordered services against a fee requester, by the payment deadline indicated on the fee requester, but no later than on the 3rd working day prior to the opening of **JOB4me**. If the **Contracting Party** has an overdue debt to the **Organizer** at the time of concluding the current contract, it must pay the overdue debt and its default interest and is obliged to transfer the fee for the currently ordered services to the **Organizer**'s bank account against a fee request, by the payment deadline indicated therein, but no later than the 3rd working day prior to the opening of **JOB4me**.

7.3 In the event of a delay in payment by the **Contracting Party**, the **Organizer** may suspend the fulfillment of the service obligation included in the Order and **Confirmation** or in a separately concluded contract until the payment is made.

7.4 Under current legislation, **JOB4me**'s services are subject to a 27% VAT.

## 8. Contract amendment, withdrawal from the contract

8.1 In the event of a serious breach of contract by either party, the injured party may terminate the contract with immediate effect in a letter addressed to the other party in a manner which proves delivery. It is considered a serious breach of contract if either party intentionally or through negligent conduct materially breaches its obligations.

8.2. The **Contracting Parties** are also entitled to withdraw from the contract if liquidation, bankruptcy or enforcement proceedings are initiated against the other party. The party intending to withdraw from this contract shall immediately inform the other party in writing, in a letter sent in a manner suitable for proof of delivery.

8.3 If the contract is terminated by extraordinary termination as detailed in clauses 8.1 and 8.2, the innocent party is entitled to invoice the other party for the damage caused by the termination of the contract, which may not be higher than the fee for the services included in the contract.

8.4 The **Contracting party** acknowledges that there is no possibility to unilaterally **withdraw from the contract** or unilaterally change the content of the contract. If the contract is not performed in part or in full due to the fault of the **Contracting party** or a reason in the interest of the **Contracting party**, the **Contracting party** shall pay a penalty for failure to the **Organizer**. The amount of the failure penalty is prior to the opening of the event

- ✓ 100% of the contract amount by day 30th,
- ✓ 50% of the contract amount between the 60th and the 30th day,
- ✓ 25% of the contract amount before day 60th.

The **Contracting Party** shall inform the **Organizer** of its intention to withdraw from the contract or amend the contract in a letter sent in a manner suitable for proof of delivery.

## 9. Complaints, legal disputes, preservation of business secrets

9.1 The **Contracting Party** must indicate the **Organizer** of its comments on the organization, implementation and operation of **JOB4me** during the opening hours of the event in order to be verifiable, and it must submit its comments on the invoice in writing by the deadline for payment of the invoice. Complaints received after the specified deadlines cannot be considered.

9.2. The **Organizer** and the **Contracting Party** shall endeavor to settle the disputes by consultation. The **Contracting Parties** undertake to have recourse to the courts only if the consultations fail.



9.3 **The Contracting Parties** undertake to treat all undisclosed data, information, ideas, intentions and plans in their possession in connection with the performance of this contract in connection with the other party and its partners and the **JOB4me** virtual event as trade secrets, all of this will not be transferred or made available to any unauthorized third party in any form during or after the term of this contract, unless the other party has given its prior written consent.