

# General terms and conditions

*(Entered into force: 13/04/2018.)*

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## I. Definitions

**General Contract:** This present General Terms and Conditions.

**Privacy Policy:** The integral part of this present General Contract which regulates the processing of personal data in connection with the User, as well as the rights and obligations in respect of the processing.

**Application:** It shall mean the Nold Open application which is also available on Android or iOS system.

**Website:** Depending on the context it may mean the website available under the <https://cloud.nold.io> domain and this website's subdomains, or it may also mean this website concerned and the Application together. The availability of the service is ensured by the connection of the software available on the Website to the Tool by using Bluetooth technology.

**User:** The person who finalized the registration process determined in this present General Contract.

**Provider:** Nold Technologies Korlátolt Felelősségű Társaság (seat: H-2142 Nagytarcsa, Szent Imre herceg utca 19.; registration number: 13-09-174198; tax number: 25145256-2-13).

**Parties:** The User and the Provider, together.

**Tool:** The Nold Open tool which can be integrated to any electric locking device in order to manage remotely the device concerned.

**Civil Code:** The Act V of 2013 on the Civil Code. Government Decree: The 45/2014 (II.26.)

## II. Preamble

1. This present General Contract includes the usage conditions of the services available on the Website, as well as the Parties rights and obligations. The User shall have a full liability for the infringement of the obligations determined the articles of the General Contract.
2. By the provision of the service, the Provider's purpose is to enable the owner or the controller of the Tool to handle remotely the electric locking device and to share that handling opportunity with third person. Within the framework of this service concerned the Provider shall supply additional services for the User which are detailed up to date on the Website, this present General Contract determines only the general conditions of use.
3. The Provider is the operator of the Website. The Provider's customer service contacts are the followings: Seat: H-2142 Nagytarcsa, Szent Imre herceg utca 19. Postal address: H-2142 Nagytarcsa, Szent Imre herceg utca 19. Available hours of the customer service: on weekdays 9.00AM to 5.00PM (in accordance with the time zone in Budapest) E-mail address: [help@nold.io](mailto:help@nold.io) Chat availability: The Provider makes available chat service for customers on the [www.nold.io](http://www.nold.io) website. In respect of this service, the Provider undertakes to provide an answer within 3 days after the chat request.
4. The contract between the Parties concluded by the acceptance of this General Contract, or – in case an additional service incurs payment obligation – by the payment. The User shall only be entitled to conclude the contract on the Website.
5. Please read carefully this General Contract before the registration, or the receiving the services and if you have any question, please contact us on any contacts detailed above.

## III. About the Provider

Provider: Seat, postal address: H-2142 Nagytarcsa, Szent Imre utca 19. Email address: [help@nold.io](mailto:help@nold.io)

## IV. General provisions

1. The Provider states that the technical information that is needed to receive the service but not involved by this General Contract is included by the notices, descriptions and instructions available on the Website. This includes, in particular, the details, fees, conditions of order and use, and the technical descriptions of the service packages made available to purchase.
2. The Provider hereby undertakes to make public, available and downloadable in PDF format the current and also the earlier versions of this present General Contract, together with the Privacy Policy as the General Contract's integral annexed part, on the Website, without previous registration.
3. The language of the contract is English and the Hungarian. In case of divergence, the English text shall prevail over the Hungarian language text. The General Contract shall be considered as a written contract, accordingly, the General Contract is filed by the Provider and shall keep the contracts for 8 years. The Provider hereby states that it is not subject to any Code of Conduct in respect of its activity.
4. The Provider reserves the right to change, as well as to eliminate any part of the Website. Furthermore, the Provider reserves the right to transfer the Service to another domain name. The User acknowledges not to make any claim against the Provider or any third party in the case of the changing or the elimination of the domain.
5. If any of the provisions laid down in this present General Contract proved to be invalid or became invalid, it shall not have effect on the other provisions, in this case the invalid provision

- will be replaced automatically by a provision conforming to the legislation.
6. With the acceptance of this present General Contract, the User states that he/she effectively acquainted with the contents of this present General Contract and not to propose any complaint or other claims against the Provider in respect of the content of this General Contract in its own name or any third party on behalf of the User. The identification and correction of the possible incorrect data provided during the registration process shall be ensured in respect of the Website by the completeness control, and also by providing the opportunity during the registration process to correct the entered data after typing by using the „Back” functionality.
  7. The Parties agree that in the case of the possible disputes referring to the relationship that established by the acceptance of this present General Contract shall be primarily settled by amicable agreement. In the case where the agreement stated above is not arisen, the Parties appoint the exclusive competence of the Hungarian courts with the relevant jurisdiction in respect of the legal disputes of or in connection with this present General Contract or the breach, termination, validity or interpretation thereof.
  8. The Provider shall reserve the right to amend this present General Contract at any time, furthermore undertakes to inform the User about the amendment and request an additional confirmation from the User for the application of the amended General Contract by e-mail. The User acknowledges that the amendment of the General Contract will be deemed to have been accepted by the next use of the Service after the publication of the amendment of the General Contract. The User undertakes to follow the amendments of the General Contract published on the Website.
  9. The User acknowledges that the data arisen in connection with the usage of the Service can be gathered in an unidentifiable way for statistical purposes and for the optimization of the User's computing resources.
  10. The User shall ensure to keep its password provided during the registration in secret and shall take all necessary and reasonable measures to prevent unauthorized persons from accessing the User's registration.
  11. The relationships that established by this present General Contract shall be governed by the Hungarian national law.

## V. The conclusion of the contract – registration process

1. The User shall only be entitled to use the services available on the Website after the finalization of the registration, which process is specified below. Having and integrating the Tool is an additional prerequisite for using the service available on the Website.
2. The User can only register and create the user account by using the Application and shall provide the following set of data during the registration: To finalize the registration process the User shall accept this present General Contract and the Privacy Policy by ticking the checkbox after the indication of the data concerned above. The acceptance of this present General Contract and the Privacy Policy is the prerequisite of the finalization of the registration so that in case of not accepting this General Contract or the Privacy Policy the User shall not be entitled to use the Website, as well as to use the service.
  - Last name
  - First name
  - E-mail address
  - Password
3. After the indication of the data determined above and the acceptance of the General Contract and Privacy Policy, the Provider confirms the registration of the User and shall send an e-mail about this confirmation concerned. The User can activate the user account by clicking the link included by the confirmation e-mail.

4. The User may only be entitled to use the service after the activation of the user account, and after the login on the Website. Following the login, the User shall have the opportunity on his/her user account to edit, modify the data provided previously or to provide further information, as well as to upload data for the full use, or to adjust the account. The information necessary is marked with an asterisk. Without giving these marked data, the registration process cannot be finalized.
5. Following the activation of the user account, it enabled the User to connect the Tool and the service available on the Website. After the login, the User shall be entitled to select which service package he/she wish to order and use. In this respect the Provider shall indicate on the Website that which services incur payment obligation.
6. In case of forgotten password, the User has the opportunity to reset the password by clicking the „Forgotten Password“ link. In this process, the User shall provide the e-mail granted during the registration, after that the User will be redirected to a safe website where it enabled the User to indicate new password and to log in.
7. In the process of the registration, the User is entitled to subscribe to the regular newsletter service by ticking the checkbox provided specifically for this purpose. By this, the User gives its consent to the Provider to send newsletters, notices in connection with the Website or the service to the User’s e-mail address provided during the registration. The User is entitled to unsubscribe from the newsletter service stated above at any time, without consideration via e-mail or in the link included in the newsletter.
8. By the indication of the data provided during the registration or after the registration, the User shall assume responsibility for the fact that the information and data provided is accurate and that the User has the exclusive right to dispose of the data concerned. The User shall be obliged to inform the Provider immediately if there has been a change in respect of the data provided in the process of the registration or after the registration. For all the damages that arise from the failure to inform the Provider immediately, the User shall be responsible.
9. The relationship entered into between the User and the Provider by the acceptance of this General Contract ceases in case the deletion of the User’s registration. The User shall have the right to delete the user account at any time after the login under the „Settings“ link by clicking to the „Delete the data and account“ and the „Delete the account“ link. The Provider shall delete the User’s account definitively and irrevocably in case the User clicking to the „Delete the account“ and provides his/her password. The Provider shall confirm the fact of the deletion by sending an informing e-mail to the User.
10. The Provider is entitled to restrict or delete immediately the registration of the User, if a) the User seriously or repeatedly breach the provisions included in this present General Contract or in the Privacy Policy, b) The User fails to pay or paid lately the payment obligations or the payment process is failed for any reason; c) the User conducts infringement in connection with the use of the Website, obstruct the function of the Website in any way, or change the content of the Website; d) the User acts unlawfully against the Provider; e) the personal data given by the User proved untruth, unlawful; f) the User commits infringement against this present General Contract in any other way

## VI. Rights and obligations

1. The services offered by the Provider shall be available on the Website in different service packages, one of which – namely the standard package – is free of charge, the other packages incur payment obligations. The descriptions of the service packages and the certain services, as well as the applicable fees of the service packages shall be indicated and made available on the Website. The information involved by the descriptions available on the Website shall be considered as the part of this present General Contract.
2. The standard package is available for the User automatically, only on the grounds of the usage

of the Tool.

3. The fees of the service packages indicated on the Website shall be considered as the total amount of the consideration which amounts includes the applicable taxes. The Provider undertakes not to charge any additional fee or costs in respect of the service package.
4. The User shall be entitled to order the service package required following the login which ordering process is summarized in this present General Contract. After the User ordered the selected service package the Provider shall grant opportunity to use the services involved by the service package ordered.
5. In the framework of the ordering process the User can select the service package required under the „Billing“ menu which is available after the login on the Website. In this menu the Provider shall give detailed information about the contents, conditions of each service package, as well as the listed services included by certain service packages, and also about the payment process and other relevant information.
6. The User shall have the opportunity to order the service package selected by clicking on it under the „Billing“ menu. The Provider shall be entitled to pick out during the ordering process of the service packages which incurs payment obligation that the monthly or the annual payment period shall be applicable in the relationship. On the ground of the User's decision concerned the Provider shall be entitled to deduct the due fee from the User's account per the period chosen by the User.
7. In respect of the service packages that incurs payment obligation the User shall be obliged to pay the first annual or monthly fee during the ordering process in order to finalize it. The fee of the service package ordered shall be paid by credit card on the Website or in PayPal-system after redirection. The credit card payment system which is available on the Website is provided by the Braintree Secure Payments which financial provider satisfy the PCI security requirements (PCI DSS). This financial provider concerned shall be charge the bank account indicated by the User with the amount of the applicable fee.
8. With regard to the fact that the information necessary in respect of the transfer of the fee, the Provider shall not be entitled to collect and process these data. The data needed for the finalization of the payment process (CAV2, CID, CVC2, CV2 or PIN code) shall not be stored by the financial Provider.
9. The Provider shall be obliged to confirm the User's order within 48 hours of the User sending the order.
10. Following the transfer has been credited, and the Provider confirmed the order, the service package ordered shall be activated on the user account, and also the invoice relating to the credited transfer shall be sent via e-mail given during the registration. In case of the transfer fails the User shall only be entitled to use the free of charge service package until the User's transfer has credited.
11. Following the provision of the information in respect of the User's bank account and after the finalization of the ordering process, the additional installments of the fee shall be deduct automatically from the User's account per the period in accordance with payment scheduling (monthly/annual) chosen by the User until he/she terminated the order. If the User terminates the order, the Provider shall not be entitled to deduct the next installment of the fee, but not obliged to reimburse entirely or in part the fee which is already paid. In case the deduction fails in respect of any periodical fee and if after 30 days from the failure of the deduction the payment is not resolved the Provider shall only provide the free of charge service package for the User, therefore in this case the User can only use the standard package until the deduction has completed.
12. The Provider shall provide for an indefinite period the services included by the standard package but not later than the date of the deletion of the User's registration.
13. In accordance with the provision of the point 37. the contract concluded by the ordering in respect of the service packages incurs payment obligation shall not be considered terminated

upon the expiry of the period which has already been paid. In this respect – in case the User is not intended to use continuously the services included by the service package concerned – the User can terminate the service package ordered on his/her user account.

14. The User shall have the opportunity to make available unlimited Tools on his/her user account to manage those remotely. Additionally the Provider grants the opportunity for the User to share the remote managing opportunity to third persons with a traceability. In this case the User shall be liable for the act of these third persons.
15. In order to share the service in accordance with the point 40. the User shall provide the name and e-mail address of these third persons. On the basis of these data given by the User the Provider is entitled to send a request e-mail to the third person to confirm the access. The User's responsibility is to ensure that the data provided in respect of third parties shall be given with their previous knowledge and consent.
16. The Provider shall reserve the right to make available and updated the contents and services of the service packages and the conditions of these service packages on the Website and the User shall be obliged to comply with these conditions, provisions available. The Provider shall have the right to limit the availability of certain services in time, or in the number of shares with previous notice.
17. The User shall use the Website in accordance with the principle of good faith and fair dealing and with respect to the legal provisions, and also the provisions stated in this General Contract. The User shall be responsible for any infringing conduct. The User shall be obliged to refrain from infringing third parties rights and interests by the data, information provided during the registration or after the registration, as well as from the publishing of unlawful contents links on the Website. The User shall be obliged to refrain from unlawful data collection in connection with the use of the Website. The User shall be responsible for all the damages suffered by the Provider that caused by the User in the course of its irregular and/or unlawful use of the Website.
18. The User takes note that: a) the personal data given in the process of the registration or after the registration will not be checked by the Provider (unless the information from the social media network provided by the Influencer), the User shall be fully responsible for the validity of the data in question; b) the User shall be responsible for all the damages of the Provider that caused by the data's that proved untruth, inaccurate or deficient; c) the User shall be obliged to make all reasonable efforts to prevent the access of unauthorized third parties in respect of the User's account. In case the User becomes aware that unauthorized third person accesses the User's account the User shall be obliged to inform immediately the Provider. d) the User shall be obliged to refrain from causing damage for the Provider or third parties by the use of the Website; e) the User shall notify the Provider in case detecting any content on the Website that is reprehensible in the light of the above. In this case the Provider shall be entitled to remove or alter the reprehensible content in question if it considers the User's notice well-founded f) when collecting and managing the User's personal data, the Provider (as the data controller) shall not grant any right for the User in connection with the database, except for the User's rights granted by the Privacy Policy.

## VII. Warranty

1. The Provider shall be liable to provide warranty for lack of conformity. In connection with the User's contract who shall be considered as a consumer, the User's right to warranty shall lapse after two years from the delivery date, and in other cases the User's right to warranty shall lapse after one year from the delivery date.
2. On the basis of warranty rights, the User shall have the option: a) to choose either repair or replacement, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the Provider as compared to the alternative remedy,

taking into account the value the service would have had there been no lack of conformity, the significance of the non-performance, and the harm caused to the User upon compliance with the warranty right; or b) to ask for a commensurate reduction in the consideration, repair the defect himself or have it repaired at the Provider's expense, or to withdraw from the contract if the Provider refuses to provide repair or replacement or is unable to fulfill that obligation or if repair or replacement no longer serves the User's interest. The User is not entitled to withdraw from the contract if the lack of conformity referred to as minor.

3. The User shall be entitled to switch from the warranty right he has selected to another. The cost of switch-over shall be covered by the User, unless it was made necessary by the Provider's conduct or for other reasons. The User shall be required to inform the Provider of any lack of conformity without delay. In the case the User shall be considered as a consumer, if notification of the lack of conformity is made within two months of the time it is detected, it shall be deemed to have been made in good time. The User shall be liable for any damage that results from late notification.

## VIII. Copyrights

1. The Website as a whole, including but not limited to the graphical elements, texts and technical details of it are in copyright in accordance with the Art LXXVI of 1999 on copyright. The Provider is the exclusive copyright holder in respect of the Website, as well as in respect of all the contents available on the Website, such as any work and intellectual creation (especially the graphics, and other materials available on the Website, the characteristic, edit and layout of the Website, and also the software and other solutions which supports the service, ideas and implements). The infringing person shall be responsible for any infringement of the Provider's rights of intellectual property, or copyrights.
2. The User shall not obtain any intellectual property right in the course of or in connection with the receipt of the Service. These potential copyrights are granted automatically and free of charge to the Provider.
3. The partial or full storing (either physical sense or by data carrier) or printing of the contents of the Website shall be eligible only for private purposes or may be subject to the prior written consent of the Provider. The use of the contents in question beyond the private purposes – for instance the storage in database, transmission, publication of the contents, data in question or making those available for download or marketing – shall not be implemented without the prior written consent of the Provider.
4. The Provider shall reserve the rights in respect of all elements of the Service especially in respect of the Website's domain and the related subdomains. Any activity that aims to list, systematize, archive, crack the Provider's database or aims decryption of the source codes shall be prohibited unless authorised by the Provider.
5. The activities aiming to change, copy, expand or overwrite the data of the Provider's database by cracking the Website or circumvent the Provider's search engine shall be prohibited without a separate agreement between the parties or without the use of a service purposed these activities.

## IX. Limitations of liability

1. The Provider shall be responsible only and exclusively for the malicious damage that arises from the infringement of this present General Contract. The Provider excludes every express or implied liability for the material or non-material loss or damage resulting from the use of the service or the Website. The Provider shall also not responsible for the loss, delay, failure or malfunction arose from reasons beyond its control.

2. The Provider shall not be responsible for the use, managing of the service which is different from the provisions of the instructions of use and also not responsible for the improper use, the inefficient installation or maintenance, the transformation of the Tools, as well as for the manipulation of the system or the improper storage of the Tools, and also not responsible for any external effects (for instance electric-surge, lightning strike), environmental effects (for instance chemical effects, acid rain, scale, etc.) or other environmental impacts (discoloration due to freezing or sunshine), other elemental damage or any malfunction resulted after the purchasing of the Tool from reasons that not listed above, as well as any damage that arise from these reasons concerned.
3. The User notes that the Provider shall not be liable for the possible fail of the continuous, seamless, error-free and virus-free operation of the Website. The Provider shall not be liable for any problems and damages that arising from the compatibility of any of the phones used in respect of the Application. The User accepts that the Provider shall not be responsible for any direct or indirect damage or loss resulted by the use of the service, in particular but not exclusively the loss of profits, the damage to reputation, usage data, personal data or other intangible losses.
4. The Provider shall not be responsible for any loss of data sent through the Internet by the User.
5. The Provider is not responsible for the contents of the links that placed on the Website, furthermore for the information or any other data available on the websites in question, and the data-processing practice of these websites, and the Provider shall not be liable respectively any direct or indirect damage resulted or may result from the link that placed on the Website.
6. The Provider fully excludes its responsibility in connection with the User's behavior. The User is obliged to refrain from the direct or indirect infringement of law or the rights of third parties by using the Website. The User is fully and solely liable for its own conduct, in that regard the Provider shall cooperate with the competent authorities to investigate the infringement.
7. The User shall be liable for the damages that arises from the sharing the access to the service for third parties, including the opportunity of point 40.
8. The amount of possible damages, and compensations on the Provider may not exceed the amount of the fee paid by the User in the last 3 months before the date when the damage shall be deemed to occur. This provisions shall be applied in any case, notwithstanding the nature of the damage.

## **X. Data management**

1. To receive the Service some personal data might be requested from the User on the Website (primarily during the registration). The process, principles, mode of the data management, as well as the User's rights and obligations and also the system of remedies in respect of the personal data in question have been established in the Privacy Policy as the annex of this present General Contract. For access to the Service the User shall accept this present General Contract and also the Privacy Policy by ticking the checkbox at the end of the registration.
2. The provisions of this present General Contract and the Privacy Policy should be interpreted and applied in conjunction, those are governing collectively. The Provider shall ensure the permanent availability of this present General Contract and the Privacy Policy (and also the potential amendments of these documents) on the Website.
3. The User acknowledges that the Privacy Policy is accepted by the acceptance of this present General Contract.

## **XI. Withdrawal and termination**

1. With regard to the point m) of subsection (1) section 29. of the Government Decree the service



- available on the Website shall be considered as a „digital content which is not supplied on a tangible medium”, and also with regard to the fact that the User gives its express consent by the ordering to the commencement of the services, therefore the User shall not be entitled to withdraw from the contract concluded by the order within the period determined by the provision of section 20. of the Government Decree.
2. The User shall be entitled to terminate the contract concluded by the ordering of the service package without any reason at any time with immediate effect. This right may be exercised under the on the user account. The fee that already paid in respect of the remaining period shall not be reimbursed in full or in part by the Provider in case of the termination, but the Provider shall not be entitled to deduct additional fees from the User's bank account after the termination. Following the termination the User shall only be entitled to use the standard package.
  3. In case the User intends to withdraw from the already ordered and paid service package, he/she has may exercise this right within 7 days after the payment of the first fee installment, but only if this User concerned didn't use the service in this period. Accordingly, the User shall only be entitled to withdraw from the ordered service package from the successful payment of the fee. The User shall withdraw from the service package ordered by a written notification sent to the Provider by post or via e-mail after the payment of the fee. In case the User exercises the right to withdraw validly the Provider shall be obliged to initiate the reimbursement of the fee paid within 7 days from the notice of the withdraw. In respect of the reimbursement the Provider shall apply the same payment method which applied by the User.

## XII. Enforcement of rights

1. During the handling of the complaints the Provider will proceed by the Art CLV of 1997 on the consumer protection, the Civil Code and the provisions of this present General Contract. The User may submit its observations, complaints in relating to the service through the contacts determined above.
2. The Provider shall immediately remedy the nuncupative complaint if it's possible. If it is not possible to remedy the nuncupative complaint due to the complaint's nature or if the User can't accept the remedy of the complaint the Provider shall make a record about the complaint, which shall be archived with the Provider's substantive answer for 5 years. In case of the personally (which means the seat of the Provider) and nuncupatively submitted complaint the Provider shall provide a copy of the record to the User personally or if it is not possible, provide it in conformity of the provisions stated below in respect of written complaints.
3. The complaints that sent via e-mail are deemed to be written.
4. The Provider shall substantively respond the written complaints within 30 days after the date of the receipt by sending the response in e-mail (in case of the User's specific request by written letter).
5. The Provider shall be obliged to state the reasons in the event that the complaint has been refused.
6. In the event the possible consumer dispute between the Influencer and the Provider is not resolved during the negotiations and consultations the Influencer may submit a complaint to the consumer authority or the conciliation panel, as well as the Influencer shall have the right to bring legal proceedings in its case. The website of the National Consumer Authority (Nemzeti Fogyasztóvédelmi Hatóság): <http://www.nfh.hu/> The name of the competent conciliation panel of the Provider's seat: Conciliation of Budapest (Budapesti Békéltető Testület); seat/address: H-1016 Budapest, Krisztina krt. 99.; phone number: +36 1 488-2131; fax: +36 1 488-2186; e-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu).