Introduction

1. The present General Terms and Conditions (hereinafter: GTC) are those of the below application operated by

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name:</td>
<td>Seyu Solutions Limited Liability Company (Kft)</td>
</tr>
<tr>
<td>Short company name:</td>
<td>Seyu Solutions Kft.</td>
</tr>
<tr>
<td>Corporate registration no.</td>
<td>06-09-024603</td>
</tr>
<tr>
<td>Registered seat (country):</td>
<td>Hungary</td>
</tr>
<tr>
<td>Registered seat (city, street):</td>
<td>52. Zakany str. Szeged 6724 Hungary</td>
</tr>
<tr>
<td>Tax no.:</td>
<td>26494508-2-06</td>
</tr>
<tr>
<td>EU Tax no.:</td>
<td>HU26494508</td>
</tr>
<tr>
<td>Statistical no.:</td>
<td>26494508-6209-113-06</td>
</tr>
<tr>
<td>Customer Service contact information:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>+36301674863</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:info@seyu.hu">info@seyu.hu</a></td>
</tr>
</tbody>
</table>

(hereinafter: Provider)

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of mobile application:</td>
<td>Seyu - Together for victory!</td>
</tr>
<tr>
<td>Partners:</td>
<td>Szerencsejáték Ltd., Telekom Veszprém, Debreceni VSC, DVSC-SCHAEFFLER, MOL Fehérvár FC, ZF-EGER, SZTE-SZEDEÁK</td>
</tr>
</tbody>
</table>

(the mobile application is hereinafter Application, and the partners and the legal person operating the partners are hereinafter jointly referred to as Partner)

(Provider and Users hereinafter jointly as Parties)
2. The Application provides a fan experience for those downloading and using it (hereinafter: User) in a way, which enables the User to take a photo through the App, with a tool suitable for taking digital photos, and send it to the Provider through the App. After this, the photo shall appear one or more times on several online platforms (e.g. social media surfaces of Partner and Provider) and on the display surfaces on the site of the sport events (e.g. on electronic displays in the stadium during the Partner’s sport events) – as separately agreed upon between the Parties (hereinafter: Publication).

3. The Application runs on iOS10 and newer versions in case of iOS smartphones and on 5 or newer versions of Android smartphones.

4. The Application can be downloaded to a smartphone by anyone free of charge.

5. The Application is available in the Apple Store and in the Google Play Store.

6. The use of the Application may generate data traffic.

7. The offline operation of the Application ids impossible.

8. Minors (under the age of 18) may only download the Application and use its Services (thus becoming Users), if their legal representatives exercising custody rights over them (hereinafter: parents) give their written consent to that effect. To provide adequate information and to enable giving consent, the Provider shall - upon receiving the electronic mailing address of the parents from the minor who wishes to register - inform the parents via a template of a parental permission containing electronic link(s) to the present GTC (and to the Privacy Policy) as well as to a surface suitable to accept their provisions. This shall serve as a precondition for the authorization of the minor’s registration.

If the parents consent, they declare to have read and accepted the present GTC and consent to the use the Application (in accordance with the present GTC) by the minor person represented by them.

In the absence of parental consent, the User registration becomes invalid and minors will not be able to download or use the Application.

I. The scope and amendment of the GTC

1. The present GTC becomes effective by User's express acceptance, which can be given, following the download of the Application, on the electronic surface of the App. The App cannot be used without the GTC being accepted.

2. The present GTC becomes effective of day 1. of month 05.2020 and remains in effect until withdrawn or amended. The effective period of the GTC is indicated in the dates under the title of the GTC above.
III. Registration

1. User may use the Services of the Application. User status is bound to registration.

2. An Apple ID, a Gmail or a Facebook account are preconditions of registration, as it is only possible via the above. No registration will take place in the Application by providing a user name and a password outside of these, separately.

3. Provider receives Users’ personal data from the service providers of Gmail and Facebook accounts, in the case of a registration via these. The effective Privacy Policy...
IV. Using the Services

1. Users may use the Application in accordance with the relevant rules.

2. The Application provides a fan experience to Users in a way, which enables them to take a photo through the App, with any device suitable for taking digital photos, and send it to the Provider through the Application. After this, the photo shall appear one or more times on several online platforms (e.g. social media surfaces of Partner and Provider) and on the display surfaces on the site of the sport event (e.g. on electronic displays in the stadium during the Partner’s sport event) – as separately agreed upon between the Parties (hereinafter: Publication). The Application expressly serves the purpose of creating connections between the Partner’s fans enabling their interactive participation in the Partner’s fan support activity.

3. On the main page of the Application, the Users can select those sport event of the Partner, to which they wish to send photos.

4. After selecting the Partner’s sport event, Users can take a photo on any device suitable for taking digital photos, which will be recorded on the screen of this device by the Application as photos. By pressing the ‘Next’ button, Users can approve the photo taken and continue the process of sending it to the Provider. In case Users do not wish to approve the photo, then, by clicking ‘Again’ they can take a new photo and restart the process above. In case the ‘Again’ button is clicked, the Application shall not in any form save or store the previous photo taken.

5. Following the approval of the photo as described in the previous provision, Users can select a fan message from the on-screen selection menu or create their own message. After this, by clicking ‘Share’, the photo, together with the message created, will be sent to the Provider. By clicking ‘Back’/’Return’ Users may step back into the previous menu.

6. By clicking ‘Share’, Users consent to the Publication of the photo, by confirming or declining a message sent by the Application. By confirming Publication, the photo gets sent to the Provider.

V. Prohibited Content

1. Provider shall check the photo made via the Application and sent to the Provider in a manner specified in the present GTC (particularly under this point) (hereinafter: Provider Check), and then the designated person of the Partner can also check it (hereinafter: Partner Check). Publication of the photo only takes place after this.

2. No text or image content can be subject to Publication in any form below, or in reference to:
‘Seyu - Together for victory!’ application - General Terms and Conditions

a. vulgar expressions;
b. content violating fundamental human rights (e.g. racism);
c. content on drugs, doping agents, psychotropic substances and on tools used to consume drugs;
d. content displaying sexuality with obscene and salacious openness;
e. content calling for or condoning violence or conduct that endangers private or public safety and security;
f. content suitable to detrimentally influence the physical, intellectual, emotional or moral development of children and youth;

g. content containing weapons, ammunition, explosive ordnances or any means endangering public safety and security;

3. Any other such content, which is contrary to Hungarian law or any other country’s law where the sport event is held;
i. content that violates others’ copyright, know-how, trademark or patent;
j. content qualified as unacceptable by Provider for any justified reason whatsoever.

(hereinafter jointly as General Prohibited Content)

3. Photo content shall also be subject to checks justified by Partner’s (i) contractual relationships (e.g. sponsorship or endorsement contracts), (ii) internal regulations or other legal obligations (e.g. third party intellectual property rights), (iii) other, special circumstances (unwanted fan content or images, etc.) (hereinafter jointly referred to as Special Prohibited Content) Special Prohibited Content shall form an inseparable part of the present GTC and is available via the following https://seyu.hu/seyu-app-privacy-policy.pdf

(General and Special Prohibited Content hereinafter jointly as Prohibited Content.)

4. Photos depicting or containing Prohibited Content cannot be subject to Publication.

5. Photos not or partially containing, depicting natural persons will not be published. In these cases, Publication may take place within the discretion of the Provider. In case the Provider finds the photo aesthetic, the Provider might decide to go forward with Publication.

6. Photos, in which the Users or other people (in case of more people, anyone) in the photo do not look into or otherwise interact with the device taking the photo will not be published.

7. Photos, in which at least one other photo (painting, drawing) can be seen of anyone other than the User will not be published, except in cases where such photos (paintings or drawings) depict the User, a public figure, a celebrity or a known athlete.

8. Detailed description regarding Publication (primarily on refusing Publication) can be found in the FAQ (frequently asked questions) menu of the Provider’s website. Information and notices not included in this GTC are to be understood as parts of this GTC and are available to all Users. The link to the FAQ menu is: https://seyu.hu/en/frequently-asked-questions/
9. Neither photos containing Prohibited Content, nor those in complete compliance with the present GTC can be subject to alteration or modification neither by the Provider nor by the Partner, especially not by blocking, blurring Prohibited Content or otherwise digitally altering or doctoring the photo through editing tools.

10. Provider may send Push notifications to Users, with a short reasoning, in case Prohibited Content was identified on the photo sent in by the Users.

11. Provider (and the Partner) may decide to prevent Publication of a photo even if it does not violate Prohibited Content regulations but, according to the Provider or the Partner, Publication is not in the interest of the Provider and/or Partner, or it might adversely affect good will, perception, circle of interest, sponsors or cooperating Partners of the Provider or of the Partner, or even if the Provider decides not to publish the photo. (hereinafter: Discretion to Prevent Publication)

12. Users shall not have any right or opportunity whatsoever to question or ask for a review or change of (i) Provider’s decisions on refusing Publication of photos that constitute Prohibited Content, (ii) Provider’s refusal based on Discretion to Prevent Publication, or of (iii) any other refusals made in accordance with this GTC.

13. Provider shall take all measures that all photos in compliance with this GTC are sent through to Publication, but in no way guarantees Publication. No provision, reference in this GTC and no messages communicated in the course of promoting Provider may be construed as to mean that photos will surely be subject to Publication if Users upload them into the Application and they comply with the GTC.

If Users attempt to publish such photos at least two times, which are not in compliance with this GTC, the Provider may establish contact with the Users and inquire as to the cause of this conduct, helping to orient the Users in correctly using the Application.

15. During Provider Checks, the Provider shall constantly examine whether the photos are in compliance with the present GTC and if compliance is not obvious or unambiguous, Provider shall refuse Publication.

16. Users take full responsibility to compensate all damages caused to and additional costs incurred in any form by Partner, the Provider and other third parties by their Publication of the content of the photos. Users are liable for the entirety of damages. Users may in no way be exempted from liability by the fact that Provider (and the Partner) have subjected the photos to prior Checks and did not prevent their Publication for any reason.

17. In harmony with the above, Users also take full responsibility for any eventual regulatory and administrative offences and crimes (e.g. use of prohibited symbols of authoritarianism, other content in violation of the law, etc.) caused by their Publication of the content of the Photos. In these cases, Provider shall completely cooperate with the competent authorities and provide them with the full extent of data deemed necessary. Users shall in no way be exempt from responsibility by the fact that Provider (and the Partner) have subjected the photos to prior Checks and did not prevent their Publication for any reason.

18. Provider declares that if any of the Users request the Provider to remove any identifiable photos of the Users from the online platforms available to Provider (and other offline surfaces, if
the case may be), the Provider shall take all measures to accommodate this request (albeit the Provider cannot be obliged to comply.) The Partner undertakes to cooperate with the Provider, if the Provider contacts them in this respect and if the photo is identifiable, then the Partner shall delete or remove it from all online and offline platforms available to them within the shortest reasonable time.

19. Users acknowledge and by accepting this GTC expressly accept that the Provider excludes all responsibility arising out of Users’ use of the Application, including especially if Users suffer any damage or disadvantage related to, in connection with, or arising out of Publication (because of the content of the photos).

VI. Intellectual Property Rights

1. Application is the intellectual property of Provider. The Provider is the sole holder of the exclusive use rights of the Application as intellectual property, without limitation or restriction and regarding all modes of use.

2. The design and logo of the Application, other trademarks, the layout of the content of the Application, its editing, the selection of content, images, videos, documents and the content as a whole fall under the protection of intellectual property rights afforded by the Act LXXVI of 1999 on copyright (hereinafter: Copyright Act)

3. in accordance with the above, it is prohibited to duplicate, process, sell, copy, reuse or to otherwise enter the whole of the Application or any part thereof into commercial circulation without the prior written consent of the Provider.

4. It is prohibited to download – not including content specifically intended for this purpose; electronically store; process, or sell content or parts of content displayed in the Application without the prior written consent of the Provider. Materials may only be transferred from the Application or its databases – except photos taken by the Users stored therein – with a reference to the Application, even if written consent has previously been given.

5. Violation of the Provider’s intellectual property rights might have civil (based on Chapter XIII of the Copyright Act) and criminal (primarily based on Chapter XXXVII of Act C of 2012 on the Criminal Code) or other legal consequences set forth by effective and applicable laws.

6. By registering into the Application and accepting this GTC, Users give their irrevocable consent to the Provider and Partner for them to acquire the right to use all photos uploaded into the Application, with the content of this right defined by this GTC.

7. Users declare that by uploading the photos into the Application, they transfer the right to use to the Provider and the Partner on any such photos for an indefinite period of time, free of all (especially territorial) restrictions, and free of charge, which encompasses – without limitation – the following:

7.1 Publication via any online or offline surface, including image displays on sport event locations and displays.
7.2 Reproduction
7.3 Distribution
7.4 Public performance
7.5 Communication to the public via broadcasting or otherwise
7.6 Retransmission of the broadcast work to the public with the involvement of another organization than the original one
7.7 Alternation
7.8 Exhibition
7.9 Use in the course of promoting or advertising the Service, outside of the framework of the Application

(hereinafter jointly as **Right of Use**)

8. Users acknowledge and expressly agree that photos uploaded into the Application may appear on online and offline advertising and marketing surfaces as well as in the leaflets of Provider and Partner.

9. Users expressly declare to ensure the Right of Use free of charge for Provider and the Partner.

10. By uploading the photos into the Application, Users expressly take responsibility to have the consent of others in the photos besides them to the photo being taken and sent to the Provider, to Publication and to transfer the Right of Use on their behalf to the Provider and the Partner. For any damages arising out of an absence of others’ consent shall be exclusively borne by the Users uploading the photos. Should any damage or disadvantage be suffered by the Provider or the Partner as a result of an absence of consent mentioned hereunder, Users shall indemnify and compensate them in full.

**XIV. The Responsibility of the Provider**

1. Provider shall take all reasonable measures to be expected so that the information to be found in the Application be current and complete, be regularly updated, and that they always provide full and current information to the User.

2. Provider shall take reasonable due care as can be expected in carrying out the maintenance tasks of the Application.

3. With special regard to data on any events stored in the Application, Provider excludes all liability for any damages arising out of the eventual out-of-date nature, deficiency or incompleteness of information. Provider shall not be liable for any damages or injury arising out of reliance on information displayed in the Application.

4. By accepting the present GTC, Users accept to use the Application at their own risk.

5. Provider shall not be liable for any damages resulting from erroneous or improper use, neither for any eventual pecuniary or non-pecuniary damage or loss of profit arising out of the use of the Application.
6. Users acknowledge that Provider shall not be liable for any errors, virus-caused damage or other kinds of data loss occurring on the Users’ devices suitable to take digital photos, neither for any unlawful access to the Users’ said devices or any damage attributable to third parties or connected to force majeure events.

7. Provider may not be held liable for such damages that arise out of opening the Application or incapability to do so. The same applies to the use of the Application and incapability to do so. Provider does not guarantee and warrant the continuous availability of the Application for download, neither its error-, absence- or virus-free operation.

8. Provider excludes all responsibility regarding the reliability, continuous operation and constant (100%) availability of the Application. Provider undertakes to ensure availability on a 99% annual average. Provider excludes responsibility for any errors and failures in access to the Application not attributable to the Provider – e.g. for any technical errors or lapses, time-outs on the Internet-network, any sort of technical outage, break-up, and for any destructive applications and programs placed by third parties (e.g. viruses, worms, macros or hacking activity).

9. Reasons which fall outside of the control of Provider, Partner and User (e.g. war, wildfire, flooding, adverse weather conditions, power outage, strikes, epidemics and pandemics, etc.) exempt any of the Parties herein mentioned from the performance of their obligations under this GTC until such reason exists. Parties agree to take all measures possible to minimize the occurrence of such reasons and circumstances and to mitigate and repair any damage or default caused thereby as soon as possible.

VII. Rights Reserved - Reservations

1. Provider reserves the right to limit, suspend or terminate access to parts or the whole of the Application or to any function thereof without any advance notice.

2. Provider shall be entitled to limit or restrict User access to the Application if

   a) the User has to any extent violated the present GTC and/or
   b) at least on one occasion intended to subject Prohibited Content to Publication, and/or
   c) by exercising its Discretion to Prevent Publication under this GTC, Provider refuses the Publication of a photo at least on one occasion, and/or
   d) the User uses the Application improperly or in an abusive manner, and/or
   e) the User does not or does not intend to conform to general social norms and convention, and/or
   f) the User exhibits conduct incompatible with the spirit of the Application or violates it, and/or
   g) the User exhibits conduct, which makes it obvious that (s)he does not intend or does not comply with the present GTC.

3. It is the exclusive right of the Provider to decide whether it will inform the User regarding a limitation or restriction of access or, instead, it immediately limits/restricts User access to the Application. Provider shall inform Users on the limitation or restriction via e-mail.

4. Provider reserves the right to modify, update or revoke the whole or any part of the content of the Application at any time, without advance notice.
5. When using the Application, User falls – in every case – within the scope of those current GTC (and Privacy Policy) which are in effect at the time of use.

III. Management of Complaints

1. The registered seat, the location of complaints management, mailing address and e-mail address as well as the web address and phone number of the Provider may be found under point 1 of the present GTC.

2. Users may file their complaints orally, over the phone or in writing to Provider in German, English and Hungarian regarding Provider's conduct, activity or omission directly connected to the operation of the Application. Provider shall immediately examine all oral, written or phone-communicated complaints and if possible remedy them without delay.

3. If Users do not agree with how complaints are being managed, or if the immediate examination of the complaint is not possible - and if the Users so request in an explicit manner - the Provider shall, without delay, write up a memorandum of the complaints and the Provider's own assessment. In the case of oral complaints, the Provider shall give such memorandum to the User on site, and in the case of e-mail or phone complaints, the Provider shall send the memorandum, at the latest, together with the response on the merits of the complaints (see: under next point).

4. The complaints described in the previous point and written complaints are to be answered on the merits by the Provider within thirty (30) days of receipt in writing, and the results of the examination shall also be sent to the User to the e-mail address given by the User.

5. Provider shall justify its position declining or denying a complaint. In case a complaint was declined or denied, the Provider shall inform the User in writing about which proceedings of which authority or conciliation board may be initiated with the complaint, depending on its nature. The mailing address of the competent authority and of the conciliation board operating at the registered seat of the Provider shall also be provided.

6. If the User wishes to manage its claim in a different manner, the below information shall apply. At the first instance, in administrative cases regarding consumer protection, the consumer protection agencies of the metropolitan and county government offices shall have competence, while at the second instance, the National Consumer Protection Authority shall have national jurisdiction and competence to decide. To access the list of territorially competent agencies and authorities, click: http://fogyasztovedelem.kormany.hu/. Territorial competence may be based on the domicile of the User, on the registered seat or premises of the company, and forum delicti commissi (the place of committing the violation of the law). Claims can be filed with any competent agency.

7. Conciliation boards shall have an extra-judicial jurisdiction to decide all matters in dispute between the User and the Provider regarding the quality of the Service or any other deficiency thereof. For this purpose, the conciliation board shall attempt to create a settlement between the parties, and if this fails, shall decide on the case to ensure the simple, fast, efficient and cost-effective enforcement of consumer rights. Conciliation boards, if the Provider or User so request, may provide advice on the rights and obligations of the User. Conciliation boards are
independent bodies operating attached to the county (metropolitan/Budapest) Chambers of Commerce and Industry.

8. The name, registered seat and mailing address of the competent conciliation board based on the registered seat of the Provider: 6721 Szeged, Párizsi krt. 8-12, e-mail: bekelteo.testulet@csmkik.hu. Web address: www.bekeltetes-csongrad.hu

9. In case they have a cross-border consumer rights dispute, Users residing within the European Union – i.e. if their habitual residence is not in Hungary – can also benefit from an online dispute resolution platform regarding the online use of the service (i.e. use of the Application). The online dispute resolution platform can be accessed via: https://webgate.ec.europa.eu/odr/main/?event=main.home.show

IX. Miscellaneous Provisions

1. By using the Application, the User consents to receive software updates. The purpose of these software updates is to extend, repair, further develop the Application, and to inform Users about any eventual new features and functionalities available in the Application.

2. The location of service provision for the Application is Hungary. Accordingly, Provider provides the Services through the Application under and based on Hungarian laws, regardless of the Users’ location (country) when using the Application and of the country of the event or sport event, for which the Users upload a photo into the Application.

3. Users accept that Parties primarily intend to settle all legal disputes arising in connection with the use of the Application or the Application itself amicably and shall for this purpose attempt negotiation. The language of negotiation shall exclusively be German, English or Hungarian.

4. By accepting this GTC, Parties expressly accept that they submit themselves to the exclusive decision of the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry (hereinafter: Budapest Court of Arbitration, BCA) regarding any legal dispute on the operation of the Application. The BCA operates under its own Rules of Procedure, the number of arbitrators shall be three, and the language of the proceedings shall be Hungarian.

5. Data of Hosting Provider

Name: Online SAS
Address: BP 438, (75366 Paris CEDEX 08) - France

6. Colleagues of the Provider are at the disposal of users regarding their questions on the content of the GTC during office hours CET, between 9-16 o'clock, via the contact information provided under point I.

7. For all matters not regulated above, relevant Hungarian law and the provisions of the Act V of 2013 on the Civil Code (Ptk.) shall be applicable.

Date: Szeged, Hungary 1 May 2020
Tamas Vecserynes
CEO
Seyu Solutions Kft.
Provider
as data controller (hereinafter **Data Controller or Controller**) has established the present Privacy Policy (hereinafter **Policy**) to define the scope of data controlled by it as well as the method, purpose and legal basis of data processing, and to ensure the furtherance of the constitutional principles of data protection and of the requirements of data security, and to prevent unlawful access to users’ data and any change and unlawful publication or use of said data. The above are realized regarding the users of the mobile application ‘Seyu - Together for victory!’, jointly operated by Data Controller and Partners (hereinafter Seyu) and the online moderated and branded communication services within Seyu (hereinafter jointly **Services**) and other data subjects.

The present Policy applies to all data processing connected to the operation of Seyu

The provisions of this Policy shall be duly applied to all employment-related privacy regulations and other policies regarding data processing that are set forth by the Data Controller in separate documents.

<table>
<thead>
<tr>
<th>Personal scope</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Data Subjects</strong> (are those, whose personal data is processed by the Data Controller under this Policy): natural persons, who are identified or are - either directly or indirectly - identifiable through any specific personal data.</td>
</tr>
<tr>
<td><strong>Registered users of Seyu – See: Effective General Terms and Conditions of the Data Controller</strong> (<a href="https://seyu.hu/seyu-app-general-terms-and-conditions.pdf">https://seyu.hu/seyu-app-general-terms-and-conditions.pdf</a>) –; and those natural persons, of whom the users transmit image information through the Services of Seyu (e.g. if the User registers a fan selfie in Seyu displaying multiple people). Where the present Policy refers to Users, those shall be applied to all Data Subjects - unless otherwise dictated by the logic of the provision in question.</td>
</tr>
</tbody>
</table>

**Users accept and expressly acknowledge that Data**
Controller is unable to contact unregistered data subjects, and therefore
- By accepting the terms of present Policy Users take full responsibility to only upload or share such personal data of third parties on the system of Seyu, for the use of which, the data subjects or their legal representatives – especially in the case of minors – have given express consent, in accordance with this Policy, providing authorization to upload and share that data.
- The resources of Data Controller do not make possible the control of compliance with the above. Therefore, Data Controller hereby excludes all responsibility for unlawful uploads of user content, provided that – upon becoming aware of such unlawful situation – the Data Controller shall take all immediate measures cease and desist.

‘By accepting the present Policy, User hereby declares to acknowledge this provision.’

<table>
<thead>
<tr>
<th>Data Controller and people falling under Controller’s oversight:</th>
<th>Members and employees of Data Controller or any other person who has been involved in any activity under this Policy.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data processor(s):</td>
<td>See: dedicated subchapter of the present Policy</td>
</tr>
</tbody>
</table>

**Data Protection Laws**

For the purposes of this Policy, the following is a non-exhaustive list of laws that are of special significance:

- The Fundamental Law of Hungary
- Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter: Infotv.)
- Act V of 2013 on the Civil Code of Hungary (hereinafter: Ptk)
- Act CVIII of 2001 on Electronic Commerce and on Information Society Services (especially Articles 13/A.-13/B. §)
- Act I of 2004 on Sports and its implementing decrees
- Act CLXIV of 2005 on commerce
- Act CXIX of 1995 on the Use of Name and Address Information Serving the Purposes of Research and Direct Marketing
- Act XLVIII of 2008 on the Basic Conditions and Restrictions of Business Advertising Activity (Grtv.)
- Act C of 2003 on Electronic Communications
- Act XC of 2017 on Criminal Procedure
- Act C of 2012 on the Criminal Code

As well as all data protection laws applicable at the registered seat of the owner and operator of the Data Controller’s partner, (hereinafter „Partners”), except if contrary to Hungarian law.
### Definitions

**Data Subject:** natural persons, who are identified or are - either directly or indirectly - identifiable through any specific personal data.

**User:** Data Subject, who registers on the website or in the Application of Data Controller and who contracts for data processing with Data Controller.

**Consent:** Voluntary and definite expression of the Data Subjects’ will, based on adequate information, giving unequivocal consent to process personal data relevant to them, be it for comprehensive processing or for certain procedures.

**Personal Data:** Data that can be connected to the Data Subjects – especially their names, identifiers, one or more factors characteristic to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and all conclusions that can be drawn from these in relation to the Data Subjects.

**Data Controller:** means the natural or legal persons, or organizations having no legal personality, who determine – either on their own or jointly with others – the purposes of data processing, make decisions concerning data processing (including the means used) and implement such decisions or have them implemented by a data processor;

**Data processing:** means any operation or set of operations that is performed on data, regardless of the procedure applied; in particular collecting, recording, registering, organizing, storing, modifying, using, retrieving, transferring, disclosing, synchronizing or connecting, blocking, erasing and destroying the data, as well as preventing their further use; taking photos and making audio or visual recordings, as well as registering physical characteristics suitable for personal identification (such as finger- or palm prints, DNA samples and iris scans);

**Data transfer:** providing access to the data for a designated third party;

**Technical data processing:** carrying out data processing operations and technical tasks on behalf of the Data Controller, independent of the methods and tools applied to carry out the tasks and of the place of their application.

**Publication:** Making the data available through providing access to anyone

**Data erasure:** rendering data unrecognizable in a way that it can no longer be restored.

**Automated processing:** includes the following tasks if these are carried out via completely or partly automated processing tools: storing data, logical or arithmetic tasks completed with the data, changing, deleting, indexing, searching and disseminating data.

**System:** The totality of all technical solutions that operate the Services of Seyu.

All other terms in this Policy shall be understood by Data Controller to have the meaning attributed to them as defined under the interpretative definitions of Article 4 GDPR, Article 3 Infotv, and under the General Terms and Conditions (GTC) of Seyu.

### Purposes of data processing and the scope of data processed by Data Controller

Data Controller declares that it shall only process data to exercise a right or perform an obligation. Personal data processed shall not be used for personal goals and data processing shall, at all times, comply with the principle of data processing limited to the intended purpose. If the purpose of data processing no longer exists or the processing of data is otherwise unlawful, the data shall be erased and deleted.

Data Controller shall only process the personal data of Data Subjects within the scope, for the purposes and to the extent below:

<table>
<thead>
<tr>
<th>Specification of processing purpose</th>
<th>1. Registration, encompassing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Identification of Data Subjects;</td>
</tr>
<tr>
<td></td>
<td>- Correspondence with Data Subjects, for the purpose of – among others – providing information</td>
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</table>

Describing processes and tasks: To prevent abuse and improprieties, to secure Services and to avoid security risks, Users may only use Seyu after registration in accordance with the effective General Terms and Conditions of Data Controller (hereinafter: Seyu GTC) (hereinafter: Registration).

See in detail in Seyu GTC
### ‘Seyu - Together for victory!’ application - Privacy Policy

<table>
<thead>
<tr>
<th>Specification of processing purpose</th>
<th>2. Taking, storing selfies, gallery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describing processes and tasks:</td>
<td>The Application provides a fan experience for the Data Subjects downloading and using it in a way, which enables the Data Subjects to take a photo through the Application, with a device suitable for taking digital photos, and send it to the Data Controller through the Application. After this, the photo shall appear one or more times on several online platforms (e.g. social media surfaces of Partners and Data Controller) and on the display surfaces on the site of the sport events (e.g. on electronic displays in the stadium during the sport events of Partners) one or more times. The photos taken shall be stored by the Application and the Data Subject can share those on other online platforms at any time. Seyu provides an opportunity to attach a fan message to a given photo. In detail, see: Seyu GTC.</td>
</tr>
<tr>
<td>Expected duration and deadline of data processing:</td>
<td>Until deletion by User, but at the latest until the registration is deleted.</td>
</tr>
<tr>
<td>Scope, types and categories of personal data -</td>
<td>The complete data content of the photo taken by the User, typically the facial image of the User or other natural persons; the fan message of User attached to the photo.</td>
</tr>
<tr>
<td>Location of data processing:</td>
<td>Electronic processing, see: Data processors</td>
</tr>
</tbody>
</table>
| Legal basis of data processing | Art. 6 (1) a) of Chapter II, GDPR  
Art 9 (2) a) of Chapter II, GDPR |

'By accepting the present Policy, User hereby declares to acknowledge this provision.'

<table>
<thead>
<tr>
<th>Specification of processing purpose</th>
<th>3. Sending selfies to a sporting event, publication following prior moderation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describing processes and tasks:</td>
<td>A service of Seyu allowing fan selfies to be forwarded to a selected sporting event or sport event of Partners</td>
</tr>
<tr>
<td>Expected duration and deadline of data processing:</td>
<td>Until deletion by User, but at the latest until the registration is deleted.</td>
</tr>
<tr>
<td>Scope, types and categories of personal data -</td>
<td>The complete data content of the photo taken by the User, typically the facial image of the User or other natural persons; the fan message of User attached to the photo.</td>
</tr>
<tr>
<td>Location of data processing:</td>
<td>Electronic processing, see: Data processors</td>
</tr>
</tbody>
</table>
| Legal basis of data processing | Art. 6 (1) a) of Chapter II, GDPR  
Art 9 (2) a) of Chapter II, GDPR |

'By accepting the present Policy, User hereby declares to acknowledge this provision.'
### ‘Seyu - Together for victory!’ application - Privacy Policy

<table>
<thead>
<tr>
<th>Specification of processing purpose</th>
<th>4. Publicly displaying selfie(s) on promotional surfaces and in social media content of the Partners or in other sport professional content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describing processes and tasks:</td>
<td>By accepting this Policy, the Users expressly consent (until consent is withdrawn) for their selfies or photos to be publicly displayed (upon their request) in a manner not violating the personality rights of Data Subjects on sporting sport events of Partners, or on promotional surfaces promoting Partners, on the partner’s website, on their social media or on other sport professional and promotional surface. In detail, see: Seyu GTC</td>
</tr>
<tr>
<td>Expected duration and deadline of data processing:</td>
<td>Until consent is withdrawn.</td>
</tr>
<tr>
<td>Scope, types and categories of personal data -</td>
<td>The complete data content of the photo taken by the User, typically the facial image of the User or other natural persons; the fan message of User attached to the photo.</td>
</tr>
<tr>
<td>Location of data processing:</td>
<td>Electronic processing, see: Data processors Data Controller separately also calls the attention of all Data Subjects that the above selfies and photos may be uploaded onto sites maintained by Partners, where Data Controller has no influence whatsoever over the practice of personal data processing. In such cases the Data Controller suggests reading the effective privacy or data protection policies and data protection regulations that apply to the use of these sites. If any of the Data Subjects’ data is modified or deleted on an external website, this does not affect data processing done by the Data Controller, such modifications also need to be carried out in the Application Seyu.</td>
</tr>
</tbody>
</table>
| Legal basis of data processing | Art. 6 (1) a) of Chapter II, GDPR  
Art 9 (2) a), e) of Chapter II, GDPR  
‘By accepting the present Policy, User hereby declares to acknowledge this provision.’ |
### Specification of processing purpose

<table>
<thead>
<tr>
<th>5. Subscription to newsletters, subscription to Direct Marketing Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Describing processes and tasks:</strong></td>
</tr>
<tr>
<td>Through a surface specifically designated for this purpose, registered Users have the opportunity to subscribe exclusively to the newsletter of Data Controller Seyu (under Art. 6 Grtv.) on their website or in their Application (hereinafter: Newsletter Subscription). Data Controller may send all Users subscribed to newsletters online information and direct marketing messages containing novelties, news and offers.</td>
</tr>
<tr>
<td><strong>Expected duration and deadline of data processing:</strong></td>
</tr>
<tr>
<td>Until deletion by User, but at the latest until the registration in deleted.</td>
</tr>
<tr>
<td><strong>Scope, types and categories of personal data -</strong></td>
</tr>
<tr>
<td>Data to be provided as a precondition of newsletter and direct marketing subscription, if not provided at Registration or if the Data Subject intends to provide other data: E-mail address and social media profile(s) of the User subscribing to a newsletter The possibility to unsubscribe shall be provided in each newsletter by a direct link.</td>
</tr>
<tr>
<td><strong>Location of data processing:</strong></td>
</tr>
<tr>
<td>Electronic processing, see: Data processors</td>
</tr>
<tr>
<td><strong>Legal basis of data processing:</strong></td>
</tr>
<tr>
<td>Art. 6 (1) a) of Chapter II, GDPR</td>
</tr>
<tr>
<td>‘By accepting the present Policy, User hereby declares to acknowledge this provision.’</td>
</tr>
</tbody>
</table>

### Specification of processing purpose

<table>
<thead>
<tr>
<th>6. Feedback, reporting offensive content</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Describing processes and tasks:</strong></td>
</tr>
<tr>
<td>In order to develop the system and Services of Seyu, Data Controller is open to any User feedback. For this purpose, there is a separate messaging tool in the Application enabling Users to share their opinions with Data Controller via short text messages.</td>
</tr>
<tr>
<td><strong>Expected duration and deadline of data processing:</strong></td>
</tr>
<tr>
<td>Until registration is deleted.</td>
</tr>
<tr>
<td><strong>Scope, types and categories of personal data -</strong></td>
</tr>
<tr>
<td>Personal opinion tied to registration data, and all personal data disclosed by the User in this regard.</td>
</tr>
<tr>
<td><strong>Location of data processing:</strong></td>
</tr>
<tr>
<td>Electronic processing, see: Data processors</td>
</tr>
<tr>
<td><strong>Legal basis of data processing:</strong></td>
</tr>
<tr>
<td>Art. 6 (1) a) of Chapter II, GDPR</td>
</tr>
<tr>
<td>‘By accepting the present Policy, User hereby declares to acknowledge this provision.’</td>
</tr>
</tbody>
</table>

### Specification of processing purpose

<table>
<thead>
<tr>
<th>7. Performance and certification of the requirements of Article 8 GDPR -parental consent to the processing of a minor’s data-</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Describing processes and tasks:</strong></td>
</tr>
<tr>
<td>To process the data of a minor person, the consent of their legal representatives exercising custody rights over them (hereinafter: parents) becomes necessary. To provide adequate information and to enable giving consent, the Provider - upon receiving the electronic</td>
</tr>
</tbody>
</table>
And for sensitive personal data under the following points of Article 9(2) of Chapter II GDPR

<p>| a) – “the data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except...” | Y/N |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject:</strong> –</td>
<td>Y/N</td>
</tr>
<tr>
<td>**b) – „processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;“ –</td>
<td>Y/N</td>
</tr>
<tr>
<td>**c) – „processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;“ –</td>
<td>Y/N</td>
</tr>
<tr>
<td>**d) – „processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects;“ –</td>
<td>Y/N</td>
</tr>
<tr>
<td>**e) – „processing relates to personal data which are manifestly made public by the data subject“ –</td>
<td>Y/N</td>
</tr>
<tr>
<td>**f) – „processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity“ –</td>
<td>Y/N</td>
</tr>
<tr>
<td>**g) – processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject; –</td>
<td>Y/N</td>
</tr>
<tr>
<td>**h) – „processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3;“ –</td>
<td>Y/N</td>
</tr>
<tr>
<td><strong>i) – „processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of Union or Member State law which provides</strong></td>
<td>Y/N</td>
</tr>
</tbody>
</table>

1 (1) Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited.

21 „Personal data referred to in paragraph 1 may be processed for the purposes referred to in point (h) of paragraph 2 when those data are processed by or under the responsibility of a professional subject to the obligation of professional secrecy under Union or Member State law or rules established by national competent bodies or by another person also subject to an obligation of secrecy under Union or Member State law or rules established by national competent bodies.”
for suitable and specific measures to safeguard the rights and freedoms of the data subject, in particular professional secrecy"; –

| j) – “processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1)\(^2\) based on Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.”; – | Y/N |

**Method of recording data**

Data Controller receives or acquires all data of Data Subjects indicated in this Policy in every case through the Seyu Application, based on the voluntary consent of the registering or already registered Data Subjects. Registering or already registered Data Subjects shall always warrant for the authenticity of personal data provided. Data Controller does not authenticate the personal data provided to it.

By accepting the present Policy, Data Subjects shall accept all provisions of this Policy and give consent to the Data Controller to process their personal data.

By using the Seyu Application and the Services, or by entering to a contract for the provision of Services, Data Subjects expressly accept this Policy as well.

**Principles of data processing**

Personal data shall only be acquired and processed fairly and lawfully.

Personal data shall only be stored for a definite, intended and lawful purpose, and it shall not be used for a purpose different from this.

The scope and extent of the personal data processed shall be in proportion to the purpose of their storage, and they shall correspond to the purpose, they shall not extend beyond it.

All appropriate security measure shall be taken to protect personal data stored in automated datasets to prevent accidental or unlawful destruction, accidental loss, unlawful access, alteration or dissemination.

**Register of data processing activities**

Because Data Controller employs less than 250 people, it shall not keep a dedicated register regarding its data processing activities.

Taking para. (13) of the preamble of the GDPR into consideration, the Regulation includes a derogation for organizations with fewer than 250 employees with regard to record-keeping, therefore, the Data Controller is not obliged to keep a dedicated register of its data processing.

**Data Protection Officer (DPO)**

Due to the fact that the mandatory case under Article 3, Chapter IV GDPR – processing of sensitive data, regular and systematic monitoring of data subjects on a large scale – shall apply, a DPO shall be appointed on 5 April 2020.

Data Controller hereby informs Data Subjects that if - in connection with the Service and regarding data protection - they notice problematic procedures, incidents or other such circumstances, the legality or the technical and/or organizational aspects of which are objectionable or at least they

Name and contact information of DPO, see: above.

---

\(^2\) „Processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, shall be subject to appropriate safeguards, in accordance with this Regulation, for the rights and freedoms of the data subject. Those safeguards shall ensure that technical and organisational measures are in place in particular in order to ensure respect for the principle of data minimisation. Those measures may include pseudonymisation provided that those purposes can be fulfilled in that manner. Where those purposes can be fulfilled by further processing which does not permit or no longer permits the identification of data subjects, those purposes shall be fulfilled in that manner.”
should justifiably be investigated, they may report these via the below contact information to the DPO, with simultaneously informing the responsible employee or executive of Data Controller.

Data transfer

Data Controller is entitled and shall be obliged to transfer all such data to the competent authorities, which are at its disposal and lawfully stored by it and for the transfer of which it is obliged by law or by a final decision of an authority. Data Controller cannot be held liable for transferring such data or for any consequences thereof.

In addition to the above, Data Controller transfers data to its Partners, in connection to whom it is bound by an obligation to render Services to the Users. Accordingly, Data Controller shall exclusively transfer data to its Partners in order to perform the Service and to the extent necessary for this performance, in accordance with the data processing purposes specified above.

Data Controller transfers data, in addition to the above, exclusively to its contracted data processors, including exclusively those, who are under contractual obligations regarding the Seyu Application, the Services and the support systems. Accordingly, Data Controller shall only transfer data to third parties exclusively for the purpose of achieving the intended data processing purposes specified herein. Such data transfer may not cause the Data Subject to end up in a more disadvantageous situation than prescribed by the data processing and data security provisions in the effective text of the present Policy.

<table>
<thead>
<tr>
<th>Data processors of Data Controller</th>
<th>Scope of data concerned</th>
<th>Data processing purposes concerned</th>
<th>Physical location(s) of data processing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seyu Solutions Limited Liability Company (Kft.)</td>
<td>See: data processing purposes 1-7.</td>
<td>Servicing the automated cloud of the Seyu System; Executing backup tasks for the Seyu System; data processing purposes 1-7.</td>
<td>Online SAS, BP 438, (75366 Paris CEDEX 08) Cloud-based data processor For more information see the official website of the company</td>
</tr>
<tr>
<td>Szerencsejáték Ltd.</td>
<td>See: data processing purposes 3-4.</td>
<td>data processing purposes 3-4.</td>
<td>For more information see the official websites of the respective sports partners.</td>
</tr>
</tbody>
</table>

See: data processing purposes 1-7.

Servicing the automated cloud of the Seyu System; Executing backup tasks for the Seyu System; data processing purposes 1-7.
<table>
<thead>
<tr>
<th>Club Name</th>
<th>Registered seat</th>
<th>Mailing Address</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telekom Veszprém</td>
<td>5. rd. Kulso-Kadartai</td>
<td>Veszprem 8200 Hungary</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debreceni VSC</td>
<td>12. Nagyerdei park</td>
<td>Debrecen 4032 Hungary</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DVSC-Schaeffler</td>
<td>32-34. Kassai rd</td>
<td>Debrecen 4032 Hungary</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOL Fehérvár FC</td>
<td>10. Csikvari rd</td>
<td>Szekesfehervar 8000 Hungary</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Telephone</td>
<td>Email</td>
</tr>
<tr>
<td>-----------------------</td>
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<td>---------------------------</td>
</tr>
<tr>
<td>Szekesfehervar</td>
<td>8000 Hungary</td>
<td>+36 22 379 493</td>
<td><a href="mailto:titkarsag@molfehervarfc.hu">titkarsag@molfehervarfc.hu</a></td>
</tr>
<tr>
<td>ZF-Eger</td>
<td>Registered seat: 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Frank Tivadar str. Eger</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3300 Hungary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact: Mailing address: 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Frank Tivadar str. Eger</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>3300 Hungary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone: +36 36 414 104</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:info@egerwaterpolo.hu">info@egerwaterpolo.hu</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SZTE-Szedeák</td>
<td>Registered seat: 5/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Beke str. Szeged 6722</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hungary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact: Mailing address: 5/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Beke str. Szeged 6722</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hungary</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Controller undertakes to be bound by the general obligation that no data transfers executed by Data Controller shall cause the Data Subject to end up in a more disadvantageous situation than the one prescribed by the data processing and data security provisions in the effective text of the present Policy.

Data Controller shall not transfer Data Subjects' personal data to a third country international organization (outside of the EU, to a non-EEA state), except upon Data Subjects' express authorization and approval, based on conditions set forth in a declaration concluded in writing between the Parties, by assuring guarantees in accordance with the provisions of the GDPR.

The above shall not extend to cases regulated under Article 45 GDPR, which sets forth that if the target of the data transfer is such a state and/or international organization, regarding which the European Commission issued and adequacy decision. No separate permission is necessary for such data transfers. At the time of drawing up this document, the following third countries fall under adequacy decisions currently in effect: Andorra, Argentina, Faroe Islands, Guernsey, Israel, Canada, Isle of Man, Switzerland, Uruguay, USA (Privacy Shield), New Zealand – for Japan and South Korea, adequacy proceedings are in progress.

The security of data processing

In compliance with the requirements set forth under Article 32 GDPR, keeping it in mind as its obligation, Provider shall take all measures to ensure the safety and security of Data Subjects' data and shall take all those technical and organizational measures and create such procedural
rules, which are necessary to enforce the GDPR and other data- and classified data protection rules.

Data Controller primarily processes data through automated means – Seyu Application, the Services and the systems supporting these – provided that with regard to data processing purpose 3, preliminary moderation of the selfie photos indexed for sending will be carried out by the personnel of Data Controller designated for this purpose.

In all their activities, Data Controller and the data processors engaged by it comply with all requirements of
- organizational safety and security;
- employee safety and security;
- security relevant to third parties and external environment;
- classifying and controlling assets and equipment ensuring data security (especially during risk assessment);
- communication and operations management;
- controlling access;
- managing continuous operation and workflow;
- systems development and maintenance.

Cloud applications are also part of the support System (see: *currently effective General Terms and Conditions of Data Controller*) behind the Application Seyu and the Services. Data Controller shall exercise utmost care in selecting its partners supplying cloud services – see: among indicated data processors – and shall take all reasonable measures as to be expected to contract them with an eye on safeguarding the data security interests of Data Subjects. This extends, moreover, to measures that ensure that the data processing principles of the partners be transparent and that data security be regularly checked. The data of Data Subjects is physically stored in the cloud. By accepting the present Privacy Policy, Data Subjects expressly consent to any data transfers necessary to use cloud services.

Partners may process personal data exclusively for the purpose of exercising a right and/or performing a statutory obligation – e.g. *keeping records of accounts* – and the present Policy shall apply to this data processing as well. Otherwise, Partners may only engage in data processing as processors in connection with the provision of the Service.

Data Controller shall protect the data, in particular, against unlawful access, alteration, transfer, publication or disclosure, deletion, erasure or destruction and accidental destruction or corruption. Data recorded automatically for technical purposes in the course of the operation of Data Controller’s system(s) will be stored on the System from the time they were generated until such storage is justified to ensure the operation of the System. Data Controller ensures that such automatically recorded data may not be linked with other personal data – unless otherwise prescribed by law as mandatory exceptions. If Data Subjects withdrew their consent to the processing of their personal data or have initiated the erasure of their data from both the Seyu website and application, then after this their person will not be identifiable based on this technical data – except by investigative authorities and their experts.

**Duration of data processing**

For Registered Users, until Registration is deleted.

Data of Non-Registered Users are deleted from the system of Data Controller by closing the relevant Service.

Data given for the purpose of newsletter or direct marketing subscription are deleted without delay when Data Subjects unsubscribes or the Registration terminates.

Otherwise, Data Controller deletes the data upon the request of Data Subjects to that effect, except such data that needs to be further processed due to an accounting or other dispute.
between the Parties – until it is concluded – and/or due to a statutory requirement. As for the latter, this means without limitation:

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data pursuant to Article 78(3) of the Act on the order of taxation (Art.)</td>
<td>for 5 years</td>
</tr>
<tr>
<td>Data pursuant to Article 169(1)-(2) of the Act</td>
<td>on accounting for 8 years</td>
</tr>
</tbody>
</table>

Or for a longer period, if prescribed by law.

Data Controller reserves the right to process relevant data to the extent necessary and in excess of the above deadlines until a deadline is open to enforce any claims justified by rights and obligations arising out of the activity giving rise to data processing.

**Sources of data processing**

Data processed is recorded directly from registered Users, with regard to which Data Controller only begins processing data provided to it – i.e. those will exclusively only be recorded in its systems at that time – if and when registered Users using the service declare, fully aware of their criminal liability, that data has been provided, for the purposes of identification and using the Service, with the knowledge and express consent of the Data Subject indicated as the person entitled to use the given Service.

**Possibility to amend the Privacy Policy**

Data Controller reserves the right to unilaterally amend the present Policy for the future. The new Policy shall be made public via the Seyu Application.

**Information, right to object, data erasure, restriction of data processing**

Data Subjects may request information about the processing of their personal data, and may request their correction and – except for data processing made mandatory by law – their deletion based on the present Policy, particularly via the contact information provided above.

Upon the request of the Data Subjects submitted via e-mail, Data Controller provides information on the data processed by it, on the purpose of data processing, its legal basis and duration, on the name, address (registered seat) and the relevant activities of the data processor, and on who and for what purpose will be provided with Data Subjects’ data. Data Controller shall provide information within the shortest possible time following the submission of the request, but at most within fifteen (15) days in writing, in an intelligible, plain and simple-language format and free of charge.

If information cannot be denied from the Data Subject by law, Data Controller shall provide the Data Subjects information on the following: their data processed by Controller or those processed by a data processor contracted by him or based on his instructions; the source of that data, the purpose of data processing, its legal basis, duration; the name and address of the data processor and its activity relevant to data processing; on the circumstances and effects of and measures taken to prevent the personal data breach, and – in case the Data Subjects’ data has been transferred – on the legal basis and addressee of the data transfer. Otherwise, information covers all information under Article 13-14, Section 2, Chapter III of GDPR.

False personal data not corresponding to reality shall be rectified by the Data Controller. Data Controller erases the personal data if: its processing is unlawful; the Data Subjects so request – in this case, at most, within five (5) days; it is incorrect or incomplete and this state cannot be lawfully rectified, provided that erasure is not prohibited by law; if the intended purpose of data processing ceased or was achieved; the statutory deadline for storing said data expired; or it has been so ordered by a court of law or by the National Authority for Data Protection and Freedom of Information (hereinafter: Authority). Data Controller shall notify Data Subjects and all others, to whom it has previously transferred data for the purpose of processing about any rectification and erasure. Such notification can be omitted if in view of the purpose of data processing it would not violate the legitimate interests of Data Subjects.
If Data Subjects use personal data unlawfully or in a deceitful manner or they commit a crime, then Data Controller reserves the right to retain relevant data used in such a manner for purposes of evidence in any eventual (non-)litigious proceedings, until these shall be concluded. This latter shall also apply in the case if Data Subjects request the erasure of personal data from Data Controller to foil but at least hinder the enforcement of any legitimate claims of Data Controller.

Data Subjects may object against the processing of their personal data, in particular
- if processing or transferring personal data is necessary for the sole purpose of performing the legal or statutory obligations of Data Controller or enforcing the legitimate interests of Data Controller, data processor or a third party, except for cases of mandatory processing;
- if the use or transfer of personal data takes place for the purpose of direct marketing, taking a survey or poll or for scientific research; and
- if prescribed by law.

Data Controller shall examine the objection within the shortest possible time, but at most within fifteen (15) days of its submission and shall decide whether it is well-founded and shall inform the objector about its decision in writing. Data processing shall be suspended for the duration of the examination of the objection, but at most for five (5) days. If the objection is well-founded, the head of the department processing the data shall act based on the provisions of the GDPR. Moreover, Data Subjects may exercise their right to object via automated means based on technological specifications by selecting (i) the relevant option set forth in the Seyu GTC provided for the cancellation of Service or for the deletion of registration, and/or (ii) any relevant other option available in the System. (Article 21(5) GDPR)

Should the Data Controller find Data Subjects’ objection well-founded, it shall terminate data processing – including any further recording of data as well as data transfers –, block access to the data and inform anyone – regarding the objection and the measures taken based thereon – to whom Data Controller has earlier transferred the personal data subject to objection, and who are obliged to act in the interest of enforcing the right to object. Should Data Subjects disagree with Data Controller’s decision, and if Data Controller omits the deadline, Data Subjects then shall have right to turn to a court within thirty (30) days from communicating the decision or the last day of the deadline.

Data Controller shall cover the damages caused to others by the unlawful processing of the personal data of Data Subjects or by violating requirements of technical data protection. Data Controller shall be exempted from liability if it proves that the damage occurred due to a reason beyond the scope of data processing that was unavoidable. No such damages shall be compensated, which were incurred as a result of the deliberate or negligent conduct attributable to the one incurring the damages.

Information of Data Subjects can be refused/rejected or restricted in accordance with the provisions of Articles 13(4) and 14(5) GDPR, based on the reasons set forth therein, with a detailed justification, if:
- the Data Subject already has the information;
- the provision of such information proves impossible or would involve a disproportionate effort, in particular for processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the conditions and safeguards referred to in Article 89(1) or in so far as the obligation referred to in paragraph 1 of this Article is likely to render impossible or seriously impair the achievement of the objectives of that processing. In such cases the Data Controller shall take appropriate measures to protect Data Subjects’ rights and freedoms and legitimate interests, including making the information publicly available;
- obtaining or disclosure is expressly laid down by Union or Member State law to which the controller is subject and which provides appropriate measures to protect the data subject’s legitimate interests;
- personal data must remain confidential subject to an obligation of professional secrecy regulated by Union or Member State law, including a statutory obligation of secrecy.
Otherwise, Data Subjects shall be entitled to get access to personal data relevant to them and to the following information:

- A copy of the personal data (fees can be set for additional copies)
- Purposes of data processing
- Categories of data processed
- Data regarding automated decision-making and profiling
- If data was received/transferred from somewhere, information regarding their source
- Names of addressees who have been or will be provided with the data
- Information and warranties regarding data transfer to a third country
- The conditions and duration of storage
- The rights of Data Subjects
- The right of turning to the Authority

Complying with its obligation under Article 14(3), Section 2, Chapter III GDPR, the Data Controller – if it did not acquire the personal data from the Data Subject, in particular if the data has been provided by a registered User regarding the Data Subject entitled to use the Service – shall, via the contact information known to Data Controller, preferably via e-mail, inform the Data Subject without delay, but at most within one month on any such information, knowledge of which is regulated by the present Policy.

The manner of exercising the right to access: If Data Subjects have filed their requests electronically, then information should be provided to them in a widely used electronic format, except if otherwise requested by Data Subjects.

The right to request copies might not affect the rights and freedoms of others detrimentally.

If the Data Controller made the data public, it shall be obliged to erase it by taking account of the costs of its feasibility and of the available technology and taking reasonable measures as can be expected to inform other data controllers regarding the erasure of links, copies, second copies.

Data Subjects may not exercise their right to erasure and to be forgotten if data processing is necessary: for the freedom of expression; for the performance of legal obligations, for the enforcement of legitimate claims or the exercise of official authority; in the field of popular healthcare in the public interest; for public-interest archiving or scientific or historic research.

Data Controller shall restrict data processing upon the request of Data Subjects, if:

- Data Subjects contest the accuracy of personal data
- Data processing is unlawful but the Data Subjects object to the erasure of data
- Data Controller no longer needs the personal data, but the Data Subjects require them to file, enforce or defend against legitimate claims
- Data Subjects have objected to data processing and Data Controller is in the process of examining such objections.

**Obligation to notify**

Data Controller shall notify all such addressees regarding rectification, erasure or restriction, whom have been provided with the data – except if this proves impossible or would require disproportionately huge efforts.

**Data portability**

Regarding their data provided to the Data Controller, Data Subjects shall be entitled:

- to receive this data in an articulate, widely used and machine-readable format
- to transfer this data to other data controllers
- to request the direct transfer of said data to another data controller – if it is technologically feasible

Except for data processing carried out in the public interest or for the purpose of exercising official authority.
Possibilities of enforcing rights

In case their rights are violated, Data Subjects may exercise or enforce their rights against Data Controller according to the effective General Terms and Conditions of Data Controller in front of a court of arbitration, and – based on the provisions of Infotv. and relevant other laws – can turn to the National Authority for Data Protection and Freedom of Information. (Mailing address: P.O.B.: 834 Budapest 1534 Hungary, Address: 22/c Szilagyi Erzsebet fasor Budapest 1125 Hungary)

Date: Szeged, Hungary, 1 May 2020

Seyu Solutions Limited Liability Company (Kft.)
Represented by: Vecsernyes, Tamas, Executive
Data Controller