

**TERMS OF CONTRACT FOR DRIVERS
ON ESTABLISHING AND MAINTAINING MEMBERSHIP IN THE DIDB DATABASE**

These terms and conditions are unilaterally determined in advance by SECTRAN Kft. (registered office: H-5008, Szolnok, Fazekas Mihály u. 42.; EU tax number: HU14313965; represented by Tímea Garai, Managing Director; hereinafter referred to as "SECTRAN") for the purpose of concluding several contracts, without the involvement of the other party and without individual negotiation by the Parties, and the conclusion of the contract is made electronically, therefore these terms and conditions are considered general terms and conditions.

1. CONTRACTING PARTIES

SECTRAN, the exclusive operator of the DiDb (Driver Intelligence Database, hereinafter: DiDb) system, and any driver who is a natural person, has the capacity to act, and wishes to establish and maintain a DiDb membership for a limited period.

2. SUBJECT-MATTER OF THE CONTRACT

One type of services provided by SECTRAN is the registration of drivers as members in the DiDb database. The basic aim of the DiDb system and the associated online database is to reduce human factor risks and losses for companies using the DiDb system by registering in a common database the drivers who carry out domestic and international goods transport, identifying them before they carry out their transport task and continuously qualifying the work they perform, as well as to gain widespread appreciation for the drivers who are trusted by DiDb and who carry out their work conscientiously.

SECTRAN draws the attention of the drivers to the fact that DiDb is neither a professional chamber, nor a union, membership in it is not obligatory! Before concluding the contract, the driver is free to consider whether it wishes to become a member of the DiDb database and benefit from the advantages it offers. The driver and SECTRAN may decide to conclude a contract with each other within the framework of the freedom of contracting expressly acknowledged by the driver.

3. DOCUMENTS PERTAINING TO THE CONTRACT

By concluding the contract, the driver expressly accepts that the following documents form an integral part of this contract:

- DiDb e-card user and data management manual (hereinafter referred to as the "*E-card manual*")
- Incident Management Rules of DiDb system

The current versions of both documents are available on the website didb.eu. SECTRAN reserves the right to amend these documents unilaterally, but it shall notify the driver 30 days before the amendment takes effect. No legal statement is required to accept the amendment, thus unless the driver expressly states his/her refusal to accept the amendment within the 30-day deadline, SECTRAN will consider the amendment accepted.

The driver shall be deemed to have refused the modification if he/she declares an intention to terminate the contract within this 30-day period.

4. DATE AND FORMALITY OF THE CONTRACT TAKING EFFECT

The contract is concluded on the basis of the voluntary decision of the parties. A contract may be concluded with SECTRAN by any driver whose identity is certified.

The contract is concluded at the moment when the driver declares by way of the SECTRAN DiDb mobile application (hereinafter: "Application") that he/she has accessed the following:

- content of the *E-card manual*,
- content of the document entitled Incident Management Rules of DiDb system,
- content of this contract,

and accepts the above as binding on him/her. By making the statement, the driver becomes a member of DiDb or, in the case of an existing membership, his/her membership is extended.

The contract is considered to be made in writing according to section 6:7 (3) of the Civil Code in force in Hungary, as a contract concluded electronically is suitable to:

- reproduce in unchanged form the content of the contract,
- identify the persons who concluded the contract,
- identify the date of concluding the contract.

These conditions are fulfilled by this contractual relationship in such a way that one of the contracting parties is always SECTRAN, while the other contracting party is the driver with a certified identity, and the conclusion of the contract and the acceptance of the contractual conditions is only possible by using the Application linked to the person. The Application will record the date of acceptance of the contractual terms and conditions, as well as the version number of the E-card manual on the basis of which the acceptance was made.

5. TERM OF THE CONTRACT

The contract is concluded for a fixed term of two years.

6. TERMINATION OF THE CONTRACT

The contract will terminate by the expiry of the fixed term. As the contract is for a fixed term, it cannot be terminated by ordinary notice.

The contract however shall be terminated prior to expiry of the fixed term in the following cases:

- by mutual consent between SECTRAN and the driver, according to the terms and conditions specified therein;
- upon the termination of SECTRAN without a legal successor;
- upon the termination of the driver's capacity to act;
- upon the driver's death;

- if a new contract is concluded between the driver and SECTRAN by renewing the membership during the contract period;
- if SECTRAN unilaterally amends the E-Card Handbook or the Incident Management Rules and the driver rejects the amendment;
- by termination with cause addressed by the other Party to the defaulting Party specifying the reasons for termination upon severe, repeated or willful misconduct, on the day of receipt.

7. FEES

The service provided by SECTRAN is subject to a fee, the fee for which is set out in the Price List published on www.didb.eu. In the case of pre-registration or registration prior to the conclusion of a contract, as well as in the case of renewal of a membership subject to a fee, the driver must declare whether the fee is to be paid by the driver or by someone else (e.g. an employer).

8. LIABILITY

By entering into the contract, the driver acknowledges that he/she is fully liable under civil and criminal law for the data he/she provides. If the data have not been provided by the driver to SECTRAN but have been uploaded to the DiDb system by a third party, the driver acknowledges under penalty of perjury, by entering into the contract, that the driver's data have been verified by the driver and found to be correct.

SECTRAN draws the attention of the driver intending to sign up for a contract to the fact that if he/she intentionally provides false data to the DiDb administrator or SECTRAN during the pre-registration or registration process, it may even count to committing a criminal offence.

9. DATA PROCESSING

In the contractual relationship between SECTRAN and the driver, SECTRAN informs the driver on the data processing to be carried out as follows:

Data controller: SECTRAN Kft.

Data protection officer contact: dataprotection@sectran.eu

Scope of data subjects: the drivers

Purpose of data processing: operation of the DiDb system

Legal basis of data processing and preliminary information: SECTRAN shall process the driver's personal data primarily pursuant to Article 6 (1) (b) of the GDPR for the purposes of establishing and maintaining the contractual relationship set up by this contract. However, SECTRAN shall process certain personal data on the basis of Article 6 (1) (a) (consent of the driver), (c) (performance of a legal obligation) and (f) (legitimate interests of its own and its contracted partners) of the GDPR. Detailed rules on data processing are set out in the E-card manual:

- the legal bases are presented in [Section 7.3](#).
- in the case of data processed pursuant to Article 6 (1) (f) of the GDPR, the legitimate interests underlying the processing are set out in [Section 7.3.4](#).

Categories of processed data:

SECTRAN shall process the following categories of data about the driver in connection with DiDb membership:

- personal identification data necessary for the conclusion and maintenance of the contract (personal identification data)
- contact data
- financial data
- data for verification of authorised eligibility for the fulfilment of transport assignment
- data of Certificate of Conduct (CR)
- data related to the transport assignment
- data concerning complaints
- data connected to extraordinary event during the fulfilment of transport assignments
- data in association with DiDb membership

A list of the specific data included in the categories is set out in *Annexes 7/A and 7/B* of the E-card manual.

Source of personal data:

E-card registration is carried out by a SECTRAN employee, the source of the data is the driver, who provides the data directly to SECTRAN.

In the case of e-card e-registration, the registration is carried out by a SECTRAN contracted partner, who provides SECTRAN with the driver's data. In this case, the source of personal data is SECTRAN's contracted partner.

Data processing

Pursuant to relevant laws, SECTRAN may contract data processors for data processing. The list of data processors can be found in *Annex 4* of the E-card manual.

Duration of data processing, data deletion deadline

Personal data will be stored by SECTRAN for 2 years from the date of termination of membership. Certain personal data are stored for a different period of time for the purposes of its legal obligations or the enforcement of legal claims, and are listed in detail in *Annexes 7/A and 7/B* of the *E-card manual*.

Data security measures

SECTRAN has implemented data security rules in accordance with Article 32 of the GDPR to protect personal data.

Rights of the data subjects relating to the processing of their personal data. Enforcement and remedies

SECTRAN informs the driver that he or she may request access to, rectification, erasure or restriction of the processing of personal data concerning him or her, object to the processing of such personal data and exercise his or her right to data portability. If the driver has provided data that is not required for concluding the contract and the legal basis for the processing of the data was the driver's consent, he or she may withdraw that consent at any time. However, such withdrawal shall not affect the lawfulness of the processing carried out on the basis of the consent before its withdrawal.

SECTRAN further informs the data subjects that:

- to become or remain a member of DiDb, a contractual relationship must be established between the driver and SECTRAN, therefore if the driver does not wish to provide the data necessary for the establishment of the contract or deletes them from SECTRAN's data processing, the contract will not be established or will be terminated as a result of the foregoing,
- SECTRAN will not transfer data stored in the DiDb system to third countries or international organisations
- SECTRAN will not carry out any automated decision-making or profiling, as data relating to the assessment of a DiDb member does not constitute profiling

By entering into the contract, the driver also declares that he/she is aware of the conditions of data processing and enters into the contract with this information in mind.

10. MISCELLANEOUS, GOVERNING LANGUAGE

This contractual relationship shall be governed by Hungarian law irrespective of the nationality of the driver. This is accepted by the driver by concluding the contract. Terms and conditions not covered by this document are governed by Hungarian law, primarily the provisions of the Civil Code.

The present contract is concluded in the language used in the contract, but SECTRAN draws the driver's attention to the fact that the documents set out in Section 3 are only available in Hungarian and English. By signing the contract, the driver accepts this and declares to be aware that these documents also contain binding rules for the contractual relationship that will be established.

Dated: the date of signature of the contract, which is recorded in the metadata of the pdf file