

**SECTRAN KFT.**

**GENERAL TERMS AND CONDITIONS**

**ON THE DRIVER INTELLIGENCE DATABASE  
(DIDB) SERVICES**



Effective as of 1 July, 2021

Version number: GTC\_2021\_EN\_v1

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## 1. INTRODUCTORY PROVISIONS

The purpose of the present General Terms and Conditions (hereinafter referred to as the **GTC**) is to determine the rights and obligations of SECTRAN Kft. (hereinafter referred to as the **Service Provider**) and of the user (hereinafter referred to as the **Customer**) (hereinafter referred to collectively as the **Parties**) of the Driver Intelligence Database (hereinafter referred to as **DiDb**) service specified by the Service Provider in Clause 8 of these GTC.

These GTC are determined unilaterally in advance by the Service Provider for the purpose of concluding contracts, without the participation of the other party, and are not individually negotiated by the Parties. The Service Provider is a legal entity registered in Hungary, so the law of the Member State is the law of Hungary. The legal relationship established on the basis of these GTC is governed by the law of Hungary, and primarily, but not exclusively pursuant to Act No. V of 2013 on the Civil Code of Hungary (hereinafter referred to as the **Civil Code**) with regard to the nature of the legal relationship.

The Service Provider draws the Customer's attention to the fact that at the same time as accepting present GTC, the Customer acknowledges that these are binding on it and considers the provisions of GTC to be standard during the performance of the service.

## 2. COMPANY AND CONTACT DATA OF THE SERVICE PROVIDER

Name:	<b>SECTRAN KFT.</b>
Registered office:	H-5008 Szolnok, Fazekas Mihály u. 42.
Tax number:	14313965-2-16
EU Tax Number:	HU14313965
Company Registration Number:	Cg.16-09-016061
Represented by:	Tímea Garai, managing director
Contact person:	Eszter Boross, Operations Manager
Contact details:	eszter.boross@sectran.eu
Phone number:	+36 1 784 6830

## 3. SCOPE OF THE GTC

### Material scope

The present GTC cover the use of the Service Provider's services mentioned in Clause 8.

### Personal scope

The scope of the GTC extends to both the Service Provider and the Customer. A Customer can only be a legal person.

### Temporal scope

The period of validity of these GTC starts on 1 July, 2021 until revoked. With the entry into force of the present GTC, the GTC version GTC\_2020\_EN\_v1 becomes invalid.

#### 4. RULES APPLICABLE TO DOCUMENTS GOVERNING THE CONTRACTUAL RELATIONSHIP

##### 4.1. DOCUMENTS GOVERNING THE CONTRACTUAL RELATIONSHIP

The rules concerning the contractual relationship between the Customer and the Service Provider are contained in the following documents governing the contractual relationship:

- present GTC
- Specific Service Agreement
- DiDb System / User Manual
- Manual of Data Control in DiDb system
- Incident Management Rules of DiDb system

##### 4.2. UNILATERAL AMENDMENT OF THE DOCUMENTS GOVERNING THE CONTRACTUAL RELATIONSHIP

Service Provider reserves the right to unilaterally amend the following documents governing the contractual relationship:

- present GTC
- DiDb System / User Manual
- Manual of Data Control in DiDb System
- Incident Management Rules of DiDb system

If the Service Provider unilaterally amends any document governing the contractual relationship, it is obliged to notify the Customer 15 days before the amendment enters into force.

The notification of the amendment must have the following content elements:

- mention of the document to be amended,
- a reference to the fact that an amendment was performed,
- a brief substantial description of the amendment,
- the date of entry into force of the amendment.

##### 4.3. DEROGATION FROM THE GTC

The Service Provider and the Customer may deviate from these GTC in the Specific Service Agreement by mutual agreement.

##### 4.4. DEROGATION FROM ADDITIONAL DOCUMENTS

The DiDb System/ User Manual, the Manual of Data Control in DiDb System and the Incident Management Rules of DiDb System cannot be deviated from by mutual agreement.

#### 5. ESTABLISHMENT OF THE CONTRACTUAL RELATIONSHIP

The contractual legal relationship is established between the Service Provider and the Customer by signing the **Specific Service Agreement** and on the date included therein.

#### 6. DURATION OF THE CONTRACTUAL RELATIONSHIP

The contractual relationship may be established for a definite or indefinite period of time, the Parties shall specify the duration of the contractual relationship in the Specific Service Agreement.

## **7. TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

The contractual relationship may be terminated by mutual agreement, ordinary termination or extraordinary termination as follows and under the following conditions. In all other cases the rules stipulated by the Civil Code shall apply to the termination of the contractual relationship.

The contractual relationship is terminated:

- at the end of the definite period
- by mutual agreement
- by ordinary termination of the contractual relationship of indefinite duration
- by extraordinary termination
- upon dissolution of the Service Provider or Customer company without legal successor

### **7.1. MUTUAL AGREEMENT**

The contractual relationship shall be terminated on a date determined by the Parties, if the Parties mutually so agree in writing.

### **7.2. ORDINARY TERMINATION**

A fixed-term contractual relationship may not be terminated by either Party by ordinary notice.

Either Party shall have the right to terminate a contractual relationship of indefinite duration by giving 30 days' notice in writing to the other Party. The Customer or the Service Provider, based on mutual agreement, may individually agree on a notice period longer than the 30-day notice period, fixed in the Specific Service Agreement.

### **7.3. EXTRAORDINARY TERMINATION BY THE CUSTOMER**

If the documents governing the contractual relationship pursuant to Clause 4.2. contains provisions unfavorable to the Customer as a result of unilateral amendments performed by the Service Provider, the Customer is entitled to terminate the Contract in writing without further legal consequences within 15 days after receipt of the notification by the Service Provider concerning the amendments.

### **7.4. EXTRAORDINARY TERMINATION**

The Service Provider is entitled to terminate this Contract with immediate effect if the Customer repeatedly performs improper use of the Service, contrary to the regulations, and the Service Provider has instructed the Customer to comply with the provisions of the regulations in writing and the Customer has not complied with them within the deadline.

Either Party is entitled to terminate the contractual relationship by extraordinary termination with immediate effect in the event of a serious breach of contract by the other Party.

Extraordinary termination can only be submitted in writing, with a detailed explanation of the reason for termination.

## **7.5. MUTUAL RULES CONCERNING TERMINATION OF LEGAL RELATIONSHIP**

Until the last day of the termination of the contractual relationship, the Parties are mutually obliged to settle accounts with each other, including the settlement of service fees, the return of devices made available to the Parties, and the termination of access rights to use the DiDb system.

## **8. NAME AND DESCRIPTION OF THE SERVICES**

The Service Provider is the sole operator and data controller of DiDb's unique system and online database, the basic purpose of which is to reduce risks and losses related to human factor of companies using the DiDb system by registering drivers of domestic and international freight transport in the system, recording their personal data, identifying them before performing their transportation tasks and continuously qualifying the work they perform.

Service provider provides four different services related to the DiDb system:

- DiDb Database Service
- Central Membership Management Service
- E-membership Management Service
- Client Membership Management Service

The E-membership Management Service cannot be used together with the Client Membership Management Service. The Parties shall stipulate in the Specific Service Agreement which service(s) the Customer wishes to use.

### **8.1. DiDb DATABASE SERVICE AND ITS SPECIFIC RULES**

The DiDb Database Service is a service provided to a unique whitelist of verified and qualified truck drivers, which enables users (manufacturers, freight forwarders and carriers) to significantly reduce the risks and losses associated with the human factor. During the provision of the service, the Service Provider ensures the conditional transmission of the data of the drivers registered in the DiDb online system with a unique membership number, as well as the qualifications related to the performance of their transportation tasks. The Service Provider publishes a detailed description of the service on its website.

If the Customer wishes to use the DiDb Database Service, the following must be specified in the Specific Service Agreement:

- place of performance of the service
- starting date of the service
- the assets provided by the Service Provider to the Customer for the provision of the Service
- list of the functions of the DiDb system the Customer is authorized to use

### **8.2. CENTRAL MEMBERSHIP MANAGEMENT**

The central membership management service means the registration of a driver wishing to enter or maintain his / her membership in the DiDb database, as well as other administration related to DiDb membership (eg. renewal of membership, reactivation, issuance of a replacement card, etc.).

The place of service is all self-operated or outsourced customer service offices of the Service Provider.

### 8.3. E-MEMBERSHIP MANAGEMENT AND CLIENT MEMBERSHIP MANAGEMENT SERVICES

Membership management activity means the registration of a driver in the DiDb database and / or the renewal of the membership in the DiDb database.

With both the E-membership Management Service and the Client Membership Management Service, the Service Provider provides the Customer with the opportunity to perform membership management activities directly in the DiDb database instead of the Service Provider's customer service offices or outsourced customer service points.

The two services differ in the categories of data processing, see Clauses 12.2.2. and 12.2.3.!

### 9. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

The services are provided by the Service Provider as specified in these GTC.

The Service Provider shall provide the ordered service or services in accordance with the conditions specified therein from the date specified in the Specific Service Agreement. *(Hereinafter, the GTC refers to the services as a single service, which is, however, to be understood implicitly in plural in case of using several services.)*

It is not the Service Provider's responsibility to make the assets provided and / or used by the Customer suitable for the use of the service.

In cases where the Service Provider has to perform installation, maintenance or training activities in the service location specified by the Customer, the Customer undertakes to provide the necessary access and work place for the Service Provider, and undertakes to inform the Service Provider about the operational rules of the location. The Service Provider is obliged to comply with the operational rules in force at the place of service specified by the Customer.

The Service Provider is obliged to ensure the reliable, high-availability operation of the website running at the domain [www.didbapp.com](http://www.didbapp.com), which stands for the basic platform of the Service provided, and to provide and operate it with appropriate security protocols, database backup and storage capacity.

The Service Provider is obliged to provide an assistance service in connection with the provision of the service and the operation of the DiDb software. The service provider is obliged to inform the Customer about the contact details of the assistance service - simultaneously with the installation of the DiDb workstation and the training of the operators.

The Service Provider is entitled to suspend the provision of the service with immediate effect if the Customer does not use it as intended and deviates from the regulations and the Service Provider has warned it in writing and the Customer has not complied with it within the deadline.

The Service Provider has the right to apply limitation in connection with the service if the Customer runs arrears on some of its payments of due fees and has not settled them within the deadline specified in the preliminary written request for payment.

The Service Provider accepts that the information provided by the Customer regarding the Customer's business (especially related to transportation) is confidential. The Service Provider undertakes to use this information only as set out in the documents governing the contractual



relationship, not to publish, make available or otherwise disclose any part or fragment thereof to any other third party without the prior written consent of the Customer, unless it was made publicly available or required by law. The Service Provider shall endeavour, and undertakes to take all reasonable precautions to ensure that such information disclosed orally, in writing or on an electronic data storage medium or otherwise is adequately protected against unauthorized disclosure to any third party.

### **9.1. RESPONSIBILITY OF THE SERVICE PROVIDER**

The Service Provider shall not be liable for any violations committed by drivers with DiDb membership, in particular for violations of the rules, crimes or material damage.

The Service Provider shall not be liable for any damages that may arise due to the failure of the driver identification in the DiDb system.

These disclaimers are accepted by the Customer by signing the Specific Service Agreement.

### **9.2. PROVISION OF THE EQUIPMENT NECESSARY TO PROVIDE THE SERVICE**

If the Service Provider provides the Customer with equipment for the provision of the Service, an itemized list of them shall be included in the Specific Service Agreement. If such equipment is provided by the Service Provider, the following rules apply in connection with the provision of equipment:

- The Service Provider maintains and, if necessary, services the equipment necessary for the provision of the service and provided by it.
- The Service Provider provides the Customer with the training and user materials necessary for the use of the equipment.
- The Service Provider undertakes to start the necessary repair work if any of the devices provided by it malfunctions within 24 hours, i.e. twenty-four hours from the notification, or if this is not possible, it will replace the defective equipment.

### **9.3. PROVISION OF USER TRAINING NECESSARY TO USE THE SERVICE**

#### **User training rules for DiDb database service:**

In case of usage of the DiDb database service, the Service Provider undertakes to provide the training required for the usage of the functions of the DiDb software specified in the Specific Service Agreement to the person (s) designated by the Customer before the start of the service. The Service Provider provides electronically to the Customer the educational and user materials necessary for the training.

The Service Provider is obliged to hold the training once, free of charge, at a time and place agreed with the Customer, however, if the person(s) appointed by the Customer do(es) not attend, the training can only be repeated against payment of additional fee. The fees for on-site visits are included in the List of Fees, which forms as the integral part and annex of the Specific Service Agreement.

The additional special rules for the so-called *superuser* training are included in Clause 10.4.

## **User training rules for the E-membership Management and Client Membership Management Services:**

For the E-membership Management and Client Membership Management Services the Service Provider undertakes to provide the Customer with electronic training and user material for the training required for the use of the membership management function.

The Service Provider is obliged to provide a unique username and password to the operators of the Customer, who have been trained and certified the participation with a signed training register, within a maximum of two working days.

### **10. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

#### **10.1. CUSTOMER RIGHTS**

In accordance with the conditions set forth in the documents governing the contractual relationship under Clause 4.1., pursuant to Clause 8 the Customer is entitled to use the service or services specified in the Specific Service Agreement purposefully, duly and in accordance with its intended use.

#### **10.2. CUSTOMER OBLIGATIONS**

The Customer is obliged to provide the user conditions necessary for the use of the services.

The Customer is responsible for the equipment of the Service Provider given to it for use.

The Customer is obliged to use the ordered services in accordance with the regulations, and may not use them for purposes other than those specified in the Specific Service Agreement. If the Customer violates this rule, the Service Provider may apply the following sanctions together or separately, depending on the extent of the breach of contract:

- claiming a penalty,
- suspend the provision of service,
- immediate termination of the Contract.

The Customer is solely responsible for damages resulting from inaccurate or improper use. The following are considered inaccurate or improper use:

- use of the ordered services and the provided equipment, if it is done with the partial or full application of other software not listed by the Parties in the Specific Service Agreement (incompatible or not authorized SW, etc.),
- initiating or implementing unauthorized data transfer (download and upload),
- attempting or performing any unauthorized and / or unprofessional mechanical, physical action on the equipment.

Customer agrees to use the features of the DiDb software only through its trained personnel in accordance with the provisions of the training. The electronic transmission of signed training register to Service Provider is the official method of proving the participation in the training and also the essential condition for issuing the individual accesses.

Customer operators are required to keep unique IDs secret. The Customer has unlimited liability for damages resulting from unauthorized use.

If there is a change in the operating personnel using the DiDb system, the Customer is obliged to notify the Service Provider immediately. The Service Provider shall not be liable for any misuse resulting from the failure to notify, and in this case the Customer shall be liable without limitation.

The Customer undertakes not to make or attempt to make any changes to the equipment and the DiDb software provided by the Service Provider.

The Customer undertakes to report any malfunctioning to the Service Provider immediately. It shall be deemed to be an immediate report of a possible malfunctioning if the Customer:

- reports the malfunctioning on the online platform of the DiDb system,
- reports the malfunctioning via the DiDb superuser (see Clause 10.4),
- reports the malfunctioning through persons who have received operator training.

The Customer acknowledges that the Service Provider is only entitled to perform service work related to the DiDb system and the equipment provided by the Service Provider. By signing this Contract, the Customer agrees to the Service Provider using a subcontractor to fulfill its obligations under this Contract in connection with installation, maintenance and repair works.

The Customer is obliged to pay the service fee included in the List of Fees for the Service, as specified therein.

Before starting to provide the Service, the Customer is obliged to render the essential IT / technical conditions prescribed by the Service Provider.

Minimum IT requirements for using the services:

- processor: at least an Intel Pentium 4 processor or higher that is SSE2 compatible
- RAM: 8 GB
- free disk space: 1-2 GB
- browser: the latest version of Google Chrome
- adequate speed, live internet connection (fixed IP address not required)
- operating system: at least Windows 8 / Mac OS 10.13 / Linux
- optional: Teamviewer for remote debugging

If different IT requirements are required to provide the service to be used by the Customer, the detailed technical conditions shall be set out by the Customer and the Service Provider in the Specific Service Agreement.

The Customer is obliged to provide continuously, therewith during the term of the contractual relationship, all the conditions necessary for the Service to function and operate in accordance with its purpose and intended use.

### **10.3. CONTRACTUAL PENALTIES**

Customer declares that it is aware that the DiDb software, the DiDb database and the DiDb card reader are the property of the Service Provider and is fully liable for any damages caused to them. Customer acknowledges that it is not entitled to make copies of the software and the database used by it, as well as any documents containing personal data created in connection with the Service, to store the database on its own data carriers or to make it available to third parties. These activities are considered illegal conduct, for which the Service Provider may claim a penalty.

The amount of the penalty:

- in case of unauthorized data received from the DiDb system: 100, i.e. one hundred euros / data
- in case of unauthorized copied data from the DiDb system: 100, i.e. one hundred euros / data
- in case of use of data from the DiDb system obtained by the Customer for purposes other than those specified in this contract: 50,000, i.e. fifty thousand euros / use

#### **10.4.SPECIAL RULES FOR DiDB SUPERUSER**

The rules detailed in this subsection only apply when using the DiDb Database Service.

The Client undertakes to appoint at least one person to perform DiDb superuser tasks within its organization, who participates in the DiDb user and superuser training held by the Service Provider and who is responsible for special tasks related to the day-to-day operation of the DiDb system.

In the event of changes in the Service the Service Provider undertakes to provide the DiDb superuser with training related to the areas affected by the change.

The special tasks of the DiDb superuser are in particular:

- monitoring changes in personnel and recording them in the DiDb system as soon as possible or, if this is not possible, reporting the changes to the Service Provider,
- training new operators of the DiDb system,
- incident management in accordance with the provisions of the current Incident Management Rules of the DiDb system,
- keep contact with the technical assistance and DiDb system administrators.

According to data in the signed training register certifying the training, the Service Provider undertakes to prepare all individual usernames and passwords for the trained operators as soon as possible, but within a maximum of 2 working days, and forward them to the DiDb superuser via the DiDb system or by e-mail.

The Service Provider undertakes to provide a free training to the DiDb superuser each time a new client function is added to the DiDb system. The superuser can attend the training in person or online.

DiDb Supersuer is entitled to provide a user training to the other users of Customer. This operator trainings is equivalent to the training provided by the Service Provider.

The Customer is obliged to provide training to the all of new operators by its DiDb superuser, to prepare a report on the training with the content specified by the Service Provider and to send it electronically to the Service Provider. The DiDb superuser is obliged to send the usernames and passwords received from the Service Provider to the operators as soon as possible. The DiDb superuser is responsible for ensuring that operators only get their own username and password.

The Service Provider declares that it is up to the Customer to decide solely who it will nominate to become the DiDb superuser. However, the Service Provider reserves the right to notify the Customer if the proposed person is not suitable for the performance of DiDb superuser tasks and thereby jeopardizes the fulfillment of the contractual relationship.

## 11. FEES AND PAYMENT FOR SERVICES

The currently applicable service fees charged by the Service Provider can be found on the website ([www.didb.eu](http://www.didb.eu)) of the Service. The Service Provider may specify discounts from the applicable service fees, the amount of the discounts and the period covered by the discount can be found in the List of Fees attached to the Specific Service Agreement signed by the Parties.

The Customer is obliged to pay the Service Provider for the services ordered by the Customer and invoiced by the Service Provider in due time. Customer agrees that in case of late payment, the Service Provider is entitled to:

- charge default interest at the rate specified by the Civil Code in force,
- limit to provide the service upon expiry of the period stipulated in the prior written notice for late payment until fees has been settled.

### 11.1. LEGAL CONSEQUENCES OF NON-PAYMENT OF FEES

If the Customer fails to pay the due fees for more than 8 days after the unsuccessful expiry of the payment deadline, the Service Provider reserves the right to suspend the Customer's rights and access under these GTC and the Specific Service Agreement until the arrears are settled.

## 12. DATA PROTECTION, DATA MANAGEMENT

The terms used in these GTC are the same as defined in Article 4 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the **GDPR**).

### 12.1. LEGAL RELATIONSHIP BETWEEN DATA CONTROLLERS AND DATA PROCESSORS

The GDPR allows the data controller to entrust certain data controlling tasks to a third party, who thus becomes a data processor and performs certain operations on behalf of the data controller.

The personal data processed during the operation of the DiDb system are at the disposal of the Service Provider falling into other legal relations that are outside of the present legal relationship between the Service Provider and the Customer, therefore, the Service Provider qualifies as a data controller independent of the Customer. The purpose of the processing of these personal data, all the circumstances of the data processing and all the rights and obligations governing the data processing are determined by the Service Provider.

The Customer takes part in the data controlling performed by the Service Provider only and exclusively by carrying out the data processing task detailed in these GTC and the Specific Service Agreement.

By establishing the contractual legal relationship the Customer becomes the data processor of the Service Provider, thus, as stipulated in these GTC and the Specific Service Agreement, a legal relationship between the data controller and the data processor is established between the Service Provider and the Customer, in which the Service Provider is the data controller and the Customer the data processor.

Customer declares that it has not joined the data certification mechanism under Article 42 of the GDPR. The Service Provider acknowledges this.

**12.2. DETAILS OF THE DATA PROCESSING LEGAL RELATIONSHIP**

According to the provisions of the GDPR, the Service Provider and the Customer shall record the details of data processing as follows.

**12.2.1. DiDb DATABASE SERVICE**

If the Customer orders the DiDb Database Service from the Service Provider in the Specific Service Agreement, the Customer shall become the data processor of the Service Provider as follows:

- *the name of the data controlling task in which the Customer manages data on behalf of the Service Provider as a data processor:* operation of the DiDb system
- *subject of data processing:* retrieval, recording and / or modification of personal data within the application of the DiDb system available at [www.didbapp.com](http://www.didbapp.com)
- *duration of data processing:* until the termination of the contractual relationship
- *nature and purpose of data processing:* operation of the DiDb system, retrieval of data stored in the DiDb system, recording or modification of data to be stored in the DiDb system with the approval of the parties concerned and in compliance with the provisions of the "Manual of Data Control in DiDb system", the "DiDb system / User Manual" and the "Incident Management Rules of DiDb system".
- *type of personal data involved in the data processing (the names of data types for each category can be found in the Manual of Data Control in the DiDb system):*
  - o data for personal identification
  - o data for verification of professional competence and authorised eligibility for the fulfilment of transport assignment
  - o data related to the transport assignment
  - o data of an extraordinary event related to the fulfilment of transport assignment
  - o DiDb membership related data
- *categories of individuals concerned:* a driver who is already a member of the DiDb database

Customer will have access to the following categories of data as well as may carry out a data processing operation as referred to in Article 4 (2) of the GDPR in connection with the following categories of data:

Categories of personal data	personal data		
	retrieval	recording	modification
<i>data for personal identification</i>	yes	no	no
<i>contact data</i>	no	no	no
<i>financial data</i>	no	no	no
<i>data for verification of professional competence to the fulfilment of transport assignment</i>	yes	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	yes	no	no
<i>data of Certificate of Good Conduct (CR)</i>	no	no	no
<i>data of Naturalization certificate</i>	no	no	no
<i>data related to transport assignment</i>	yes	yes	yes
<i>data of an extraordinary event related to the fulfilment of transport assignment</i>	yes	yes	yes

DiDb membership related data	yes	yes	no
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The rules defining the obligations and rights and responsibilities of the Service Provider's data controllers and the Customer's data processors are contained in the further subsections.

**12.2.2. E-MEMBERSHIP MANAGEMENT SERVICE**

If the Customer orders the E-membership Management Service from the Service Provider in the Specific Service Agreement, the Customer shall become as the beneficiary of the service the data processor of the Service Provider as follows:

- *the name of the data controlling task in which the Customer manages data on behalf of the Service Provider as a data processor:* operation of the DiDb system
- *the subject of the data processing:* data recording for the drivers wishing to enter into or renew their membership in the DiDb system
- *duration of data processing:* until the termination of the contractual relationship
- *nature and purpose of data processing:* the data of the driver, wishing to be registered or renew membership, is verified and recorded by the Customer on didbapp.com platform for the purpose of SECTRAN's further data processing and / or membership recruitment process, and is entitled to perform data management operation by processing data with regard to the recording of data in the registration and / or membership validation process. Customer receives unique access to the didbapp.com platform from the Service Provider
- *type of personal data involved in the data processing (the names of data types for each category can be found in the Manual of Data Control in the DiDb system):*
  - o data for personal identification
  - o contact data
  - o financial data
  - o data for verification of authorised eligibility for the fulfilment of transport assignment
  - o data of Certificate of Good Conduct (CR)
  - o DiDb membership related data
- *categories of individuals concerned:* a driver who is already a member or wishes to become a member of the DiDb database

Customer will have access to the following categories of data as well as may carry out a data processing operation as referred to in Article 4 (2) of the GDPR in connection with the following categories of data:

Categories of personal data	personal data		
	retrieval	recording	modification
<i>data for personal identification</i>	yes	yes	yes
<i>contact data</i>	yes	yes	yes
<i>financial data</i>	no	yes	no
<i>data for verification of professional competence to the fulfilment of transport assignment</i>	no	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	yes	yes	yes
<i>data of Certificate of Good Conduct (CR)</i>	no	yes	no
<i>data of Naturalization certificate</i>	no	no	no

<i>data related to transport assignment</i>	no	no	no
<i>data of an extraordinary event related to the fulfilment of transport assignment</i>	no	no	no
<i>DiDb membership related data</i>	yes	yes	yes

The rules defining the obligations and rights and responsibilities of the Service Provider's data controllers and the Customer's data processors are contained in the further subsections.

**12.2.3. CLIENT MEMBERSHIP MANAGEMENT SERVICE**

If the Customer orders the Client Membership Management Service from the Service Provider in the Specific Service Agreement, the Customer shall become as the beneficiary of the service the data processor of the Service Provider as follows:

- *the name of the data controlling task in which the Customer manages data on behalf of the Service Provider as a data processor:* operation of the DiDb system
- *the subject of the data processing:* data recording for the drivers wishing to enter into or renew their membership in the DiDb system
- *duration of data processing:* until the termination of the contractual relationship
- *nature and purpose of data processing:* the data of the driver, wishing to be registered or renew membership, is verified and recorded by the Customer on didbapp.com platform for the purpose of SECTRAN's further data processing and / or membership recruitment process, and is entitled to perform data management operation by processing data with regard to the recording of data in the registration and / or membership validation process. Customer receives unique access to the didbapp.com platform from the Service Provider
- *type of personal data involved in the data processing (the names of data types for each category can be found in the Manual of Data Control in the DiDb system):*
  - o data for personal identification
  - o contact data
  - o financial data
  - o data for verification of authorised eligibility for the fulfilment of transport assignment
  - o DiDb membership related data
- *categories of individuals concerned:* a driver who is already a member of the DiDb database or wishes to become a member of the DiDb database

Customer will have access to the following categories of data as well as may carry out a data processing operation as referred to in Article 4 (2) of the GDPR in connection with the following categories of data:

<b>Categories of personal data</b>	<b>personal data</b>		
	<b>retrieval of data</b>	<b>data recording</b>	<b>modifying data</b>
<i>data for personal identification</i>	yes	yes	yes
<i>contact data</i>	yes	yes	yes
<i>financial data</i>	no	yes	no
<i>data for verification of professional competence to the fulfilment of transport assignment</i>	no	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	no	yes	yes
<i>data of Certificate of Good Conduct (CR)</i>	no	no	no
<i>data of Naturalization certificate</i>	no	no	no



<i>data related to transport assignment</i>	no	no	no
<i>data of an extraordinary event related to the fulfilment of transport assignment</i>	no	no	no
<i>DiDb membership related data</i>	yes	yes	yes

The rules defining the obligations and rights and responsibilities of the Service Provider's data controllers and the Customer's data processors are contained in the further subsections.

### **12.3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER AS A DATA PROCESSOR**

As a data processor, Customer warrants that it complies with the requirements of the GDPR in the course of its data processing activities.

As a data processor, the Customer undertakes to fulfill the following obligations during data processing:

- handles personal data only on the basis of written instructions from the data controller. The document governing the contractual relationship, as well as the training materials provided during the training are qualified as written instructions under Clause 4.2. of the present GTC. As a general rule, the Customer may only carry out its data processing activities on the basis of these documents.
- The Customer warrants that during the data processing it does not perform any operations regarding the personal data beyond the written instructions of the Service Provider.
- Customer warrants that all individuals personally participating in the performance of the data processing activity are subject to the obligation of confidentiality.
- The Customer undertakes to handle personal data only on the www.didbapp.com interface provided and operated by the Service Provider, thus ensuring that its data processing activities comply with Article 32 of the GDPR and the rules on data security contained in the “Manual of Data Control in the DiDb system”.
- The Client develops its organizational system and procedures in such a way as to support the Service Provider in ensuring the rights of the data subject and in complying with the legal regulations related to data protection incident.
- If the GDPR supervisory authority contacts the Customer in connection with the contractual relationship, the Customer is obliged to cooperate with the authority. The Service Provider may not object to the cooperation.
- The Customer undertakes to provide the Service Provider with all the information necessary to prove the fulfillment of the obligations related to the present legal relationship of data processing within 5 working days upon the written request of the Service Provider.
- Contrary to the provisions of Article 30 (5) of the GPDR, the Customer is obliged by all means to keep a written data processing register of the data processing operations performed on behalf of the Service Provider in accordance with Article 30 (2) of the GDPR. Keeping records is the responsibility of the Customer.

### **12.4. INVOLVEMENT OF AN ADDITIONAL DATA PROCESSOR IN DATA PROCESSING**

The Service Provider states that the Customer is entitled to use an additional data processor. If the Customer wishes to use an additional data processor, it shall notify the Service Provider in writing no later than 15 days prior to the planned use. The Service Provider shall decide within 5 days from the receipt of the notification whether to accept the data processor requested by the Customer as an additional data processor.

The rules applicable to the Customer apply to the additional data processor, as the observance by the additional data processor and the enforcement by the Customer of these rules is the responsibility of the Customer, moreover, is fully liable to the Service Provider.

#### **12.5. EXERCISING THE RIGHTS OF THE DATA SUBJECTS**

The Service Provider is obliged to ensure the rights of the data subjects provided in Chapter III of the GDPR with regard to data controlled by it. Ensuring these is the obligation of the Service Provider, and the data subject may submit his / her request to the data controller for the exercise of data subject rights.

If the data subject wishes to exercise a right that requires the Customer, the Service Provider and the Customer are obliged to carry out the following procedure:

- the Service Provider examines whether the data subject's claim to enforce rights applies to personal data, the data processing of which is performed by the Customer,
- the Service Provider then examines whether it is able to ensure the right of the data subject without the involvement of the Customer,
- if the Service Provider is able to secure the right of the data subject only with the involvement of the Customer, it shall address a written request to the Customer indicating the specific right of the data subject and describing what measures the Customer is obliged to take to ensure the right of the data subject.
- In connection with action indicated by the Service Provider the Customer shall take action and record it within 5 working days of receiving the request, unless the implementation of the action indicated by the Service Provider would violate the provisions of GDPR or Hungarian data protection legislation, in which case it shall draw the Service Provider's attention to this fact.

#### **12.6. INCIDENT REGARDING DATA PROTECTION**

In the event that the personal data processed by the Customer becomes involved in a data protection incident pursuant to Article 4 (12) of the GDPR, the Customer shall notify the Service Provider without undue delay after becoming aware of it.

#### **12.7. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER AS DATA CONTROLLER**

The Service Provider is obliged to indicate the Customer as a data processor in all regulatory documents related to its data controlling activity (including in particular, but not exclusively, the information provided pursuant to Article 13 of the GDPR). If the Service Provider does not do so, the Customer shall not be liable for the damages caused by the present violation of the rights of the data subject.

By concluding this Contract, the Service Provider declares that it can only legally have resort to the Customer's data processing activities in connection with all personal data. If the Service Provider violates this rule and thereby violates the data protection legal regulations or its legal relationship with any other party, it is obliged to bear the full responsibility arising from this. The Service provider acknowledges this.

The Service Provider is obliged to keep records of the data processing activities covered by this Contract in accordance with Article 30 (1) of the GDPR.

## **12.8. FINANCIAL AGREEMENT**

Customer is not entitled to remuneration for the performance of its data processing tasks.

## **12.9. RESPONSIBILITY**

If the Customer acts in compliance with the provisions of the present GTC during the performance of its activities, the Service Provider shall be liable for the Customer's activities as if it had acted itself. In case the Customer causes any damage in the course of its activity:

- the Service Provider and the Customer are jointly and severally liable for the total damage in connection with the compensation of the data subject.
- For the damage suffered by the Service Provider, the Customer is obliged to act in accordance with the general rules regarding damages, unless it can prove that the damage was caused by an improper instruction given by the Service Provider.

The parties are obliged to fully compensate the other party for all pecuniary and non-pecuniary damages caused to each other as a result of the breach of contract.

## **12.10. COOPERATION WITH THE SUPERVISORY AUTHORITY**

The Service Provider and the Customer agree to cooperate with their supervisory authority in the performance of their tasks, upon request.

## **13. CONFIDENTIALITY**

The parties are obliged to keep secret and keep all facts, information, data, solutions known to them during the performance of the contract as business secrets, both during the term of the contractual relationship and after its termination, without any time limit. Parties may not disclose, make available or use for their own purposes information obtained from the other Party without the prior written consent of the other Party. The Parties are also liable with regard to their employees for non-disclosure who are not entitled to be aware of the confidential nature of information concerned. The Parties accept and comply with the Hungarian Act No. LIV. of 2018 on The Protection of Business Secrets with regard to the processing and protection of business secrets.

## **14. MISCELLANEOUS PROVISIONS, GOVERNING LAW, JURISDICTION**

In matters not regulated in these GTC, the Service Provider and the Customer are subject to the relevant legal regulations in force, in particular the provisions of the Civil Code and the GDPR.

The Parties agree that the disputes arising from this Contract shall be settled primarily by negotiations, consultations or other amicable means. In the event of failure to do so, the Parties shall submit their dispute to the proceedings of a court of general jurisdiction specified in the Hungarian Code of Civil Procedure.