GENERAL TERMS AND CONDITIONS

SOFTWARE AND THE RELATED SERVICES

version 1.3.	
Entry into force: … November 2023	

BUDAPEST, 2023

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Please, read the General Terms and Conditions (hereinafter referred to as GTC) of the Courze&Cloud SaaS provided by Nitrolearning Zrt. (hereinafter referred to as Service Provider) via https://courzencloud.com carefully.

1. SERVICE PROVIDER

Name: Nitrolearning Zártkörűen Működő Részvénytársaság

Company registration number: 01-10-140941

Taxation number: 28739348-2-43

Registered office: 1119 Budapest, Andor utca 21/c. fszt. 1.

2. PURPOSE AND SUBJECT OF THE GTC

The purpose of this GTC is to regulate the legal relationship between the Service Provider and the party subscribing to the service, i.e. a natural person with legal capacity and the legal person on whose behalf the natural person with legal capacity uses and makes use of the service (hereinafter referred to as the Subscriber).

The legal relationship shall be governed by the service agreement between the Service Provider and the Subscriber (hereinafter referred to as the Service Agreement), this GTC and the relevant service policy/policies (Privacy Policy and Service Level Agreement) (hereinafter referred to as the Policy), as well as other declarations between the Parties.

In the event that the GTC or the Service Regulations do not provide for any matter, the provisions of the applicable Hungarian laws, in particular Act V of 2013 on the Civil Code (hereinafter: Ptk.) shall apply.

The Service Provider makes this GTC and the applicable service policies mentioned above available to everyone via the website of the service.

This GTC shall cover the services provided by the Service Provider via the Courze&Cloud softver:

2.1. Framework

The framework provides opportunity to manage the users of the system and their authorization. The Courze&Cloud softver identifies 4 roles:

- Organization administrator: has access to the settings of the organization, and manages the further users' access.
- Chief editor of the learning material: is entitled to edit all the learning material created in the system.
- Editor of the learning material: has the right to create own learning material, can add content to it, edit it and publish the created learning material.
- Student: has the right to view the learning material shared to him/her.

2.2. Learning material editing service

The learning material editing service provides opportunity to create, edit, modify, delete and publish the learning material (and its content).

2.3. Learning material player service

The learning material player service provides opportunity to display learning materials published in the Courze&Cloud player service and to follow up the students' performance.

By using the above service/services, the Subscriber agrees to be bound by the terms and conditions set out in this GTC without any further conditions or legal acts.

The more accurate and more detailed explanation of the operation, functionality and the use of the above services is included in the User Manual.

3. THE TERM OF THE GTC

The GTC shall be effective from the date of entry into force indicated on the front page of the document until the entry into force of the following version or the repeal of the present document.

4. PERSONAL SCOPE OF THE GTC AND THE CONDITIONS FOR CONCLUDING AN AGREEMENT

4.1. Subscription by ordering the service

Generaly, an agreement between the Service Provider and the Subscriber as defined in section 2 of this GTC may be concluded as follows:

4.1.1. The legal relationship between the Subscriber and the Service Provider regarding the use of the Services covered by this GTC shall be established by signing the Service Agreement by all Parties. Based on section 6:70 (2) and (3) of the Ptk., the Subscriber accepts the opportunity of concluding an agreement electronically.

4.1.2. If the Parties do not sign the Service Agreement all at once, the date of the last signature by either Party shall be considered as the date of the conclusion of the agreement.

4.1.3. By signing the Service Agreement, the Subscriber expressly accepts the provisions set out in this GTC and the relevant Service Policy/Policies.

4.1.4. A person wishing to subscribe can, as a general rule, compile the services and package they require based on the pre-defined terms set by the Service Provider on the https://courzencloud.com/hu/prices website. Following the expiration of the demo option or trial period, the Service Provider will send the necessary documents for concluding the contract to the Subscriber electronically.

4.1.5. If the Subscriber requests an offer from the Service Provider to meet its specific needs, the Subscriber and the Service Provider shall, after the Subscriber has accepted the offer made by the Service Provider and concluded an individual subscription service agreement based on the offer, separately determine the terms and conditions of the provision of the service, which may differ from those set out therein.

4.1.6. The effective date of the Service Agreement is either the date of full payment of the invoice issued based on the fee specified in the contract by the Subscriber, or the date specified in the customized Service Agreement. The Service Provider, from the effective date – i.e., from the payment of the fee specified in the invoice – ensures access to the subscriber's account and provides the services defined in these GTC starting from this date. The invoice for the subscription fee is also issued with this date.

4.1.7. If the Subscriber fails to fulfill their payment obligation by the due date indicated on the invoice, the Service Provider will terminate the subscriber's account in addition to the provisions defined in the Service Agreement.

4.1.8. Following the registration by the Subscriber, the Service provider grants the Subscriber non-exclusive and non-transferable rights limited by the below conditions to use the above services to the extent of the number of users and the amount of learning materials set out in the Service Agreement.

4.1.9. The Service Provider is obliged to provide the services specified in the Service Agreement with respect to the Service Level Agreement (hereinafter referred to as SLA) included in Annex 4 to the current Service Agreement.

4.1.10. The Subscriber shall pay the subscriber fee for the services in advance. In the case of a monthly performance, the Subscriber shall perform the payment within 5 working days from the receipt of the invoice issued by the Service Provider. In the case of a yearly performance, the payment shall be performed according to the invoice specified in section 4.1.6. of this GTC.

4.1.11. The Service Agreement is concluded for a fixed term, unless otherwise agreed by the Parties in the Service Agreement: for 12 months from the effective date in the case of an annual subscription, and for 30 days from the effective date in the case of a monthly subscription.

4.1.12. In view of the provisions set out in point 4.1.11, the Service Provider excludes the right of ordinary termination.

4.2. Subscription via an agent, a third party

4.2.1. The subscription may be created via a third party, a so-called agent, when a third party sells the software and the services to the Subscriber. In such cases, the Service Agreement, or the legal connection between the Service Provider and the Subscriber with the content specified in this GTC is concluded and enters into force when the agent pays the fee to the Service Provider, or the Subscriber paid the fee via the agent. In a separate agreement, the parties may agree otherwise.

4.2.2. If the Agreement is concluded in accordance with the provisions set out in section 4.2.1., section 4.1.8 - 4.1.13. of this GTC shall be applied.

4.2.3. The Parties may derogate from the above by a separate agreement.

4.3. **Registration**

4.3.1. The Subscriber shall be responsible for ensuring that the information provided during the registration process or during the use of the service is correct, complete and accurate.

4.3.2. The Subscriber shall be responsible for modifying the password associated with the subscriber's administrator account specified in section 4.1.6. of this GTC following the first entry. The Subscriber shall bear exclusive responsibility for ensuring the inaccessibility of the subscriber's ID and password provided during the course of registration.

4.3.3. The Subscriber shall take all the reasonable steps to keep its ID and the associated password, and other identifications and passwords associated with the subscriber's administrator account confidential and to provide the appropriate protection of the aforesaid. The Subscriber shall be solely liable for the unauthorized use of the identifier and the associated password by any third parties and for any damage resulting therefrom. If the Subscriber causes damage to the Service Provider, the Subscriber shall be liable for such damage in accordance with the liability rules for breach of contract specified in the Ptk.

4.3.4. The authorization for the use of the ID and the associated password as well as the other identifiers is non-transferable. The Subscriber must notify the Service Provider immediately at support@nitrolearning.hu if it realizes that any unauthorized third parties presumably misuse its ID and password, or any unauthorized parties use its account/profile and the associated authorizations.

5. PAYMENT CONDITIONS

5.1. The payment deadline for the electronic invoice issued by the Service Provider is the 15th calendar day following the issuance of the invoice. The payment is considered fulfilled when the invoice amount is credited to the Service Provider's bank account.

5.2. The Subscriber, as the addressee of the invoice, hereby accepts the issuance of electronic invoices.

5.3. The payment of the invoice might be performed by wire transfer to the bank account indicated in the invoice.

5.4. In the case of monthly payments, the due date of the invoice is the day of the month on which the first invoice was paid. If this due date falls on 30th or 31st of the current month, than the due date will be the last date of each month.

5.5. If the payment of the invoice fails to be performed by the Subscriber within 15 days following the due date, the Service Provider considers it as late payment and charges the default interest specified in section 5.9. of the GTC to the Subscriber. Moreover, it notifies the Subscriber to perform the payment within another 5 days; otherwise its access to the services will be limited.

5.6. If the Subscriber fails to pay the subscription fee within the additional deadline specified in point 5.5 of this GTC, the Service Provider will make all services provided through the software inaccessible to the Subscriber and the users authorized by them until the subscription fee is paid.

5.7. If the Service Provider has previously granted a discount on the subscription fee to the Subscriber, the Subscriber will lose their entitlement to the discount along with the above-mentioned restrictions, and the Service Provider becomes entitled to invoice the full fee, calculated without discounts to the Subscriber.

5.8. If the Subscriber fails to pay the service fee within 15 days of the limitations, it is considered as a material breach of the agreement and the Service Provider will be entitled to terminate the agreement with immediate effect according to section 6:140 of the Ptk. and to terminate the registration and the account of the Subscriber and all the user authorized by the Subscriber and to delete all the content created by the Subscriber.

5.9. In the case of late payment, the Subscriber is obliged to pay a default interest in accordance with section 6:155 of the Ptk.

5.10. The Subscriber may lodge a complaint against the amount of the invoice until the due date specified in the invoice. In the case of a legitimate complaint, the Service Provider issues a new invoice with the correct amount, which shall be paid by the Subscriber until the new due date specified in the new invoice. If the Subscriber lodges a complaint against the unpaid invoice issued incorrectly only after the due date specified in the invoice, it is obliged to pay the default interest on the correctly determined amount according to the original due date. If the Subscriber lodges a complaint against the amount of an already paid invoice and the Service Provider considers it legitimate, the Service Provider must credit or refund the amount to the Subscriber within 3 working days of the examination of the complaint. To the extent of the unpaid balance, the Subscriber shall be liable to pay the above default interest in the case of an unfounded complaint. In the

case of late payment by the Service Provider, the Subscriber is entitled to charge default interest set out in the Ptk. to the Service Provider.

5.11. Generally, the termination of the Service Agreement does not affect the fee already paid by the Subscriber, the Service Provider will not provide a refund of the fees already paid unless the Service Agreement is terminated due to the Service Provider's breach of the agreement or the Parties have not agreed otherwise.

5.12. If the Subscriber has chosen an annual subscription, the Service Agreement will automatically be extended for an additional 12 months, unless the Subscriber notifies the Service Provider in writing, through the contact person specified in the Service Agreement, 30 days prior to the expiration of the subscription, that they do not wish to extend the Agreement. The Service Provider will notify the Subscriber of this 15 days before the deadline by sending an information email to the contact person's email address provided in the Service Agreement. If the Subscriber does not cancel the extension, the Service Provider is entitled to issue an invoice for the next year, i.e., 12 months, according to the fee schedule determined for that year, as specified above.

5.13. In the case of the termination of the Service Agreement, the unpaid fees will be invoiced in the next invoicing period of the Service Provider, pro rata temporis and broken down by month.

5.14. If the Subscriber uses the Services through an agent, the Subscriber, unless the Agreement between the Service Provider and the agent specifies otherwise, shall pay the fee for the Services to the agent.

6. AMENDMENT, TERMINATION AND CANCELLATION OF THE SERVICE AGREEMENT

6.1. Amendment of the Service Agreement

6.1.1. The Parties may amend this Agreement by mutual consent in writing, except for the GTC, which might be amended by the Service Provider following a prior notification to the Subscriber.

6.1.2. If the Service Provider amends its GTC, it shall publish the amended version on its website 5 days prior to its entry into force.

6.1.3. If the Subscriber reject the amendment, it has the right to terminate the service agreement with immediate notice within 30 days of the publication or the notification, with the following exceptions:

- in the case of the introduction of a new service if it does doe affect the conditions referring to the already existing services, taking into account that the provision of any new services to the Subscriber is only possible on the basis of an order;
- in the case of an extension of the service, if it does not result in any extra burden to the Subscriber;
- in the case of an amendment to law, a decision by the authorities or the changes of the economic and/or the technical circumstances due to which the Service Provider can only provide its services to the Subscriber under conditions differing from those previously accepted, and it does not result in any extra burden to the Subscriber;
- in the case of such amendments which does not qualify as substantial amendments;
- in the case of the amendment of the use of services which is beneficial only to the Subscriber.

6.1.4. The Subscriber can only initiate an amendment to the agreement if it does not have any arrears with regard to the package specified in the effective Service Agreement.

6.1.5. The Service Agreement may be suspended upon the Subscriber's request. 30 days prior to the beginning of the suspension, the Subscriber must notify the Service Provider of its intention to suspend the Service Agreement. Under the term of suspension, the service cannot be used and the service fee does not have to be paid, but the contractual relationship is maintained and the Subscriber's profile will not be deleted.

6.1.6. If the Subscriber chooses to suspend the provision of the services, it must pay the so-called availability fee, which is equivalent to 10% of the service fee calculated on the basis of the plan it uses for a definite term, up to a maximum of 12 months.

6.1.7. In the case of an annual subscription, the Service Provider does not refund the already paid fee to the Subscriber if it chooses the suspension of the services before the expiration of its subscription. The availability fee will be credited from the already paid service fee.

6.1.8. The maximum term of the suspension shall not be longer than 12 months of the beginning of the suspension. If the Subscriber does not initiate the reactivation of the subscription during the above period of time, the service or services included in the package will be closed definitely resulting in the termination of the Service Agreement.

6.2. Cancellation of the Service Agreement

6.2.1. The agreement between the Service provider and the Subscriber terminates:
   a) upon the termination of the Subscriber without a legal successor,
   b) upon the termination of the Service provider,
   c) by the written notice of an ordinary or extraordinary termination by each Party,
   d) by mutual consent,
   e) in other cases regulated by this GTC.

6.2.2. The termination of the Subscriber without a legal successor
   The Service Agreement terminates with immediate notice in the event of the termination of the Subscriber without a legal successor.

6.2.3. The termination of the Service Provider
   If the Service Provider terminates, it shall notify the Subscriber in due time about the fact of termination, and shall ensure that the content stored by the Service Provider, but created by or belonging to the Subscriber or over which the Subscriber exercises user rights, is delivered to the Subscriber in such a way that the Subscriber can fully exercise their user rights.

6.2.4. Written notice of termination by the Parties
   a) Subscriber may terminate the agreement as specified in Section 6.1.3 of the GTC..
   b) Either Party may terminate the agreement with immediate notice with justification in the event of a serious breach of the agreement by the other Party.
   c) If the Service Provider terminates the Service Agreement due to a serious breach of the agreement by the Subscriber, it will not refund the already paid fees to the Subscriber.
   d) If the Subscriber terminates the Service Agreement due to a serious breach of the agreement by the Service Provider, the Service Provider is obliged to reimburse the already paid fee and to treat the Subscriber as set out in section 6.2.3. of this GTC.
   e) A serious breach of the agreement by Service Provider shall be deemed to be, in particular, but not exclusively, if the Service Provider is unable to fulfil its obligations under the SLA for two consecutive months and the Subscriber suffers damage as a result.

6.2.5. If, for any reason, the Agreement terminates or is terminated by one or both Parties, the Service Provider, concurrently with the termination of the Agreement, shall ensure the deletion of the registration and accounts of the Subscriber and the users authorized by the Subscriber, as well as all content owned by the Subscriber. In addition to the above, the Service Provider is obliged to destroy any data related to the Subscriber for which the preservation is not prescribed by law or a regulatory decision

6.3. **The invitation of subcontractors**
   6.3.1. The Service Provider invites the following subcontractors during the performance of the service:

Subcontractor	Performed duties	Place of performed duties
Infotecha Kft. (Registered office: 1037 Budapest, Zay u. 1-3, Company registration number: 01-09-361929);	Server hosting	Hungary
Nitrowise labs Zrt. (Registered office: 1117 Budapest, Gábor Dénes u.4. Infopark C.ép., Company registration number.: 01-10-140842)	Support	Hungary

   6.3.2. With regard to the subcontractors, the Service Provider
   a) shall be liable for their performance as if it had performed the Service provided by that subcontractor in its entirety,
   b) shall ensure that the subcontractor performs its activity in harmony with the assumed obligation of confidentiality.

6.4. **Complaint management**

6.4.1. Any questions, objections and complaints regarding the Services may be submitted in writing to the contacts of customer service specified below, including the communication by e-mail.

6.4.2. The Service Provider is obliged to respond to the notifier in writing (including the communication by e-mail) within 15 (fifteen) days of the receipt of the notification, question or complaint submitted in writing. If the SLA defines another period for reply in the case of a specific complaint, the SLA shall prevail. The Service Provider may ask for the provision of the information necessary for the response from the notifier.

6.4.3. The Service Provider does not provide customer service personally.

6.5. **Force Majeure**

6.5.1. Unavoidable events, such as war, civil unrest, explosion, strike, natural disaster, or other force majeure events, which are beyond the control of the Parties and significantly hinder or make the fulfillment of the GTC and the Service Regulations impossible, qualify as force majeure. It is assumed that these circumstances arise after the effective date of the Service Agreement or, if they occur before the effective date of the Service Agreement, their consequences affecting the fulfillment of the GTC and the Service Regulations were not foreseeable at that time, except for the illness of any natural person cooperating with the Service Provider.

6.5.2. If the force majeure event would delay the performance of the Service Agreement by more than 1 (one) month, the Parties must negotiate the necessary amendments to the Service Agreement through negotiations. If these negotiations do not yield results within 15 (fifteen) days, either Party has the right to terminate the Service Agreement with immediate effect.

6.6. **Communication**

6.6.1. The language of the Software, as well as the language in which the Service Provider communicates with the Subscriber, is determined jointly by the Subscriber and the Service Provider in the Service Agreement, as well as the form of communication and other conditions."

7. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER AND THE USERS

7.1. The Subscriber – if it is a legal person – may use the Courze&Coud software and the services provided through it in the ordinary course of its business, solely for the purpose of providing the functionality specified in section 2 of this GTC and for its own internal purposes.

7.2. With regard to the trainings created by the Subscriber and published in the player, the Subscriber shall bear complete responsibility for:
   a) the management and control of the created trainings;
   b) the facilitation of the users' participation regarding any trainings;
   c) ensuring with regard to the created and published trainings that the trainings and the material used in them do not harm copyright or any rights of any third parties;
   d) ensuring with regard to the created and published trainings that the trainings and the material used in them do not harm personal rights and they include no defamatory, pornographic, racist, xenophobic, hateful, violent or disorderly content, or such content which may harm the intactness of Courze&Cloud or any services provided by the Service Provider in the framework of this GTC.

7.3. The Subscriber shall be responsible for determining which users have access to the trainings and under what conditions, in respect of the trainings it creates and publishes. The Subscriber shall take all the reasonable measures to ensure that the copyright and other intellectual property rights related to the trainings are not infringed.

7.4. The Service Provider shall be liable for the damage resulting from the infringement of the training created and published by the Subscriber, or of the copyright or other intellectual property rights thereto, only to the extent that the damage results from the tort of the obligations undertaken by the Service Provider as set out in the GTC and the SLA.

8. RESPONSIBILITIES OF THE SERVICE PROVIDER

8.1. The responsibility of the Service Provider shall cover the damage caused by it.

8.2. The Service Provider shall not be responsible if the training or the learning material created or published or being under publishing and editing gets lost, damages, disappears or modifies due to any reasons not attributable to the Service Provider.

8.3. The Service Provider shall not be liable for any dispute arising between the Subscriber and the User that falls outside the scope of the Service Provider's activities and responsibilities, particularly but not exclusively, if the User publishes content that violates copyright or other related rights, uploads materials infected with viruses, resulting in harm to the Subscriber, or if the Subscriber abuses the copyright or other intellectual property rights of any other Subscriber or User, causing harm to another Subscriber or User.

8.4. The Service Provider shall be responsible for ensuring that the trainings edited by the specified Users of the Subscriber can be published and disclosed in a specified manner and that the published trainings can only be accessed and played by Student Users invited by the Subscriber as specified in the SLA. The Service Provider shall be also responsible for ensuring access to the data, processed according to the Privacy Policy and the relevant legal regulations, requested by the Subscriber relevant to the trainings published and playable by the Subscriber.

8.5. The Subscriber acknowledges that, in relation to the Software, they cannot claim:

    a) the total amount of monthly subscription fees invoiced in the previous 12 months in the case of monthly performance,
    b) damages exceeding the one-year subscription fee in the case of annual subscription (Damages Limit).

The Service Provider is not obliged to reimburse the Subscriber's damage related to the use of the Software to an extent exceeding the Damages Limit.

8.6. In the case of natural person subscribers, the provisions of Government Decree 373/2021 (VI. 30.) on the detailed rules of contracts between consumers and businesses for the sale of goods, and the provision of digital content and digital services shall apply.

8.7. For the purpose of establishing, documenting, and proving its financial liability, its own responsibility for damages caused by it, as well as the right to compensation for damages caused to it, the Service Provider logs its activities, protects the integrity and authenticity of log entries, and preserves (archives) them for the long term (for a period of 1 year from their creation).

8.8. The Service Provider will only reimburse the damage resulting from the use of the Software if, in order to assess the compensation claim, all documents necessary to establish the responsibility of the Service Provider, the time and amount of the damage, are provided by the Subscriber seeking compensation, and it is clearly determined from these documents that the Service Provider is responsible.

8.9. The Subscriber is obliged to report their compensation claim to the Service Provider in writing immediately following the discovery of the damage (but no later than 15 working days) and is also obliged to fulfill their general duty to mitigate the damage.

8.10. The Service Provider excludes its liability for damages arising from the delayed notification of a compensation claim.

8.11. The Subscriber is also obliged to act in good faith and fairness in relation to their compensation claim and expressly and clearly substantiate the circumstances to the Service Provider in accordance with the provisions of Section 8.7 of the GTC.

8.12. The Service Provider can only be held liable for a violation of essential obligations formulated in the GTC or if a legal provision requires it.

8.13. In this GTC, the following are considered essential obligations:
    a) All obligations applicable to all Service Providers as defined in the Courze&Cloud Service Level Agreement,
    b) All obligations specific to the Service Provider as defined in the Courze&Cloud Data Protection Notice, with particular regard to obligations related to data security and incident handling,
    c) Intentional or grossly negligent violation of obligations related to the contract-based performance of services defined in the individual Service Agreement.

8.14. The Service Provider's liability for the Software, whether contractual or non-contractual, or under any other legal basis, does not extend to:
    a) Indirect or consequential damages,
    b) Lost profits,
    c) Loss or reduction of reputation,
    d) Data loss, data theft, data breach, data destruction, unless it is attributable to a breach of contract or a damaging event within the Service Provider's liability scope,

e) Use of the Software in violation of this GTC and the Service Regulations, and any consequences or results thereof,

f) Any damage to any person caused by the compromise of the username and/or password used within the framework of the Service Agreement with the Subscriber, where third parties, through the unauthorized access to and modification of data owned by the Subscriber or by the user,

g) Any damage resulting from any conduct that violates the obligations defined in Section 10.3 of this GTC.

9. OTHER CONDITIONS RELATED TO THE EDITORIAL PROFILES OF THE LEARNING MATERIAL AND THE STUDENTS

9.1.   Based on the order by the Subscriber, the Service Provider shall provide the services specified above to a maximum number of Users, according to the number of editorial profiles of the learning material and student, as specified in the Service Agreement, according to the type of user.

9.2.   The number of the types of users may not exceed the maximum number of the types of users set out in the Service Agreement during the period of use of the service. If you have both an editorial and a student type under one profile, this will only be counted in the number of the editorial users.

9.3.   A User profile may be accessed from 5 different devices.

9.4.   With regard to the user profiles, the obligations set out in section 4.2.2. – 4.2.3. of this GTC shall be borne by the user of the user profile.

9.5.   One user profile may be used by only one natural person. Sharing, shared use and the transfer of use of the user profile is strictly prohibited.

9.6.   In the case of sharing the user profile, the Service Provider becomes entitled to limit or restrict the access of the user profile to the services.

9.7.   The Subscriber has the right to create a user profile or grant user rights to a specified person, as well as to terminate and disable a user profile associated to the subscription.

10. FURTHER RIGHTS AND RESPONSIBILITIES ARISING FROM THE USE OF THE SERVICES

10.1.   By means of this GTC, the Service Provider grants limited (without a territorial limitation), and non-exclusive user rights (hereinafter referred to as User rights) to the Subscriber referring to Courze&Cloud.

10.2.   The Subscriber is entitled to use the services according to the provisions of this GTC and/or an individual Service Agreement.

10.3.   In the framework of the use of the services and the software underlying the services, the Subscriber and the Users associated to the Subscriber are prohibited:
   a)   to modify or copy the software, to create derivative works and to conduct such activities which are deemed as the breach of copyright by the effective Hungarian legal regulations in any ways;
   b)   to decrypt the principles of operation of the software or the source code (reverse engineering) or to get the source code or its structure, idea or algorithm;
   c)   to link or intend to link the software with another software without the consent, approval or knowledge of the Service Provider;
   d)   to distribute, resell, lease out, or disclose the software or otherwise make it available to any third parties directly or via a reseller beyond the provisions of this GTC and/or the individual Service Agreement;
   e)   to copy or to reuse the HTML/CSS or the Javascript partially or entirely or the visual concept or any of its specific elements (including the design of the software or any of its elements);
   f)   to conduct a benchmark or any test or tests in relation to the performance of the software, or to disclose the result of such tests without the expressed approval of the Service Provider;

g) to store or disclose any harmful codes, or otherwise use them in relation to the services (viruses, worms), which might endanger the provision of the services according to the Service Provider;

h) to conduct any behaviour which can substantially limit or discontinue the effectiveness and the operation of the services in particular but not limited to the followings: the unauthorized testing of the system, the network integrity and the vulnerability of the Service Provider, unauthorized access to the above systems or any attempts to do it;

i) the decryption of the information coming from or received by the servers operated to provide the services;

j) the deliberate overload of the system or infrastructure operated to provide the services or any attempts to do it;

k) the infringement of the copyright of the Service Provider or any third parties;

l) storing, uploading or displaying in any ways, or transmitting to the public, any content that violates the privacy rights of any natural people, or is defamatory, pornographic, racist, xenophobic, hateful, violent or incites disorder, or such content which may harm the intactness of Courze&Cloud or any services provided by the Service Provider in the framework of this GTC.

10.4. The Service Provider deems any infringement of the provisions set out in section 4.5.2. as a material breach of the agreement, and it is entitled to terminate the Service Agreement with immediate notice.

10.5. **Warranty, Software guarantee, legal warranty**

10.5.1. The Service Provider guarantees that the Software fundamentally complies with the Documentation and the terms in the GTC and the Service Regulations at the time of contracting (hereinafter referred to as 'Documentation'). In the absence of differing terms specified in the Service Agreement, the Service Provider offers a warranty (hereinafter referred to as 'Warranty Period') for the Software during the validity of the Service Agreement, and at most from the provision of the Software until the termination of the Service Agreement.

10.5.2. In the case of faulty performance by the Service Provider, meaning that the Software is not suitable for executing the functions described in this GTC, the Service Provider will correct the reported errors during the Warranty Period, as well as any operational irregularities causing these errors, without additional charges, unless the error can be attributed to actions carried out by the Service Provider. The Subscriber is obliged to provide the necessary conditions for the Service Provider to fulfill this correction obligation, if necessary.

10.5.3. The provisions in section 10.5.2 do not apply in cases where the error arises in the Software or related services because the Subscriber fails to fulfill obligations specified in the GTC or Service Regulations.

10.5.4. The Service Provider reserves the right to modify, improve, complement, or discontinue the operation, content, and functionality of the Software, as well as the content and functionality of related services at any time without prior notice. The Service Provider also reserves the right to make available certain functions and service packages related to the Software for an additional fee

10.5.5. The Service Provider shall be entitled to all the property and user rights regarding the Software and any other intellectual property created in its framework by the Service Provider or its employees or any people in any contractual relationship with it (if the agreement is for the creation of the present software or any other intellectual property protected by copyright). In the case of employment, it is based on section 30 of Act LXXVI of 1999 on Copyright, and in the case of other employment relationships, it is based on the agreement referring to the legal relationship. The Service Provider may dispose the above rights freely without any restrictions.

10.5.6. The Service Provider hereby warrants that with regard to Courze&Cloud and any intellectual property created by the Service Provider in the framework of Courze&Cloud no third parties have such rights, including in particular the right to intellectual works (intellectual property rights) (e.g. copyright, patent, innovation or trademark), which may limit or prevent the Subscriber's right of use specified in this GTC i.e. the use of services defined in section 2 of the GTC.

11. COPYRIGHT

11.1. The Subscriber takes note that the personal and property rights regarding the software is owned by the Service Provider, who authorises the Subscriber to exercise only the user rights set out in this GTC.

11.2. The Service Provider shall retain ownership of the copyright, design rights, trademarks, patents, trade names, know-how and trade secrets, development, parameterization, reverse engineering, translation and all other rights related to the Software, in any case regardless of whether such rights are already registered or not, including the right of Nitrolearning to initiate their registration.

11.3. The Service Provider exercises the intellectual property rights in connection with all the elements of the services – except for the trainings created and published by the Subscriber – in particular, but not exclusively, the source code, the associated documentation (e.g. developer documentation, documents of preparation), URLs, portals, display and design.

11.4. Beyond the use of the services – under the term set out in the Service Agreement – the Subscriber and the users do not have any other rights to the intellectual property specified above.

11.5. The Subscriber shall notify the Service Provider immediately if any third parties make a claim against the Subscriber in relation to intellectual rights referring to the services.

12. PROVISIONS RELATED TO SOFTWARE UPDATES

12.1. The Service Provider continually develops, improves, and optimizes the Software, ensuring that the latest version of the Software is available to all Subscribers simultaneously.

12.2. As part of software updates, the Service Provider makes essential modifications, enhancements, and developments to ensure that the Software operates without errors and securely, and to meet the ever-changing requirements of technology.

12.3. Before software updates, prior to launching a newer version, the Service Provider informs all Subscribers about the current update and the changes in functional and technical features. Software updates are carried out by the Service Provider, and Subscribers have no obligations in this regard.

12.4. The Service Provider commits to preserving the fundamental functionality of the Software during all software updates, while retaining the right, taking into account the provisions of Section 10.5.4, to phase out outdated or less widely used features.