

GENERAL TERMS AND CONDITIONS

As a telemarketing service contracted by Lépéselőny Média Kft as a data processor.

I. General rules

1. Provider:

Lépéselőny Média Kft.

cgisz .: 01-09-386390

Home: 1221 Budapest, Kapisztrán u. 7.

Tax number: 13356356-2-43

Represented by: Zoltán Németh Managing Director

Data processor based on the act of information on self-determination and freedom of information

Hereinafter referred to as "the Provider"

2. Service:

The Service Provider gives a telemarketing service to the Client, through its call center for a specific fixed term contract (processor), in which it initiates calls for direct marketing purposes to the Client's request (hereinafter referred to as "the campaign"). The Client is solely entitled to determine the date of commencement and termination of the campaign, the duration of the data handling, the requesting text to be communicated by the Service Provider to the called people and the target group (s) to which the campaign is directed. In all cases the detailed conditions are contained in the specific contract of assignment.

3. Status and Responsibility of Parties

3.1. For the data managed during the campaign, the Client is considered a data controller. The Service Provider may not make a substantive decision on data management, process personal data that he or she is aware of, except as directed by the Client, for the purpose of processing data and for storing and retaining personal data according to the Client's instructions. Recorded personal data (including sound recordings) may only be handled with a purpose, as defined in the specific contract of assignment, and shall be communicated by the Service Provider to the Client after processing the contract. The Service Provider may not use any additional data processor without the prior or general written permission of the Client Data Controller. In the case of a general written authorization, the Service Provider informs the Client of any planned changes affecting the use or replacement of additional processors, thereby providing the Client with an opportunity to raise objections to these changes. The Service Provider is responsible for the further processing of the data that the Client uses as a data controller for his own activities. The Client agrees to provide the Service Provider with additional data processors and subcontractors. The Service Provider has full responsibility for the further processing of data in this section and in the violation of the legal provisions.

3.2. The Client acknowledges that the Service Provider only handles or transfers the personal data to the Client to which the express and prior consent of the data subject has been obtained. The Service Provider is responsible for ensuring the legality of the database used and the data recorded by it, as well as the security of the processed data, but no other responsibility, given the quality of its data processor, is not charged. All data controllers involved in data management are responsible for any damage caused by data handling violating EU Regulation 2016/679. The Service Provider shall only be liable for damages caused by data processing if it has not complied with the obligations imposed on data processors as defined in EU Regulation 2016/679 or has ignored or otherwise violated the lawful instructions of the Client's data controller. The Client Data Controller or the Service Provider shall be exempt from liability if he or she proves that he or she is not liable in any way for the incident. The Client Data Controller or the Service Provider shall be exempt from liability if he / she proves, that he or she is not responsible in any way for the event giving rise to the damage.

The Client is responsible for the correctness of the data, information provided and the lawfulness of data management. The Service Provider is obliged to keep confidential business secrets during the execution and to educate its employees and subcontractors.

II. Phone Call Rules

4. Group of Targets

According to the Client's request, you can select the campaign target group from a database that is legally compiled / purchased by the Service Provider. The client acknowledges that the accuracy of a database never reaches 100%, so the Service Provider does not assume responsibility for the accuracy of the data contained therein.

5. Script

During the telephone calls, the content to be provided by the Service Provider (hereafter referred to as script) is determined by the Client. The Service Provider will assist you in writing the script if the Client requests. Prior to starting the campaign, the Client makes the script and his/her web site address available to Provider. The Client acknowledges that a slight deviation from the script that does not change the content to be communicated by the provider can not serve as a basis for breach of contract.

6. Required Informations

At the beginning of the telephone calls, the Service Provider inform the called person:

- the company name and data processing quality;
- the name of the Client as the data controller and the address of the website to whom the data is processed;
- the purpose of data management (direct marketing activity on behalf of the Client);
- the fact of making a phonogram and the duration of its preservation;
- requests the voluntary consent of the called person for data handling (including voice recording).

7. Make a Voice Recording

The consent of the called person to make a phonogram is voluntary, without the consent of a person, no recording may be made. The called person has the right to request the replay of the recorded voice recording or to request a copy free of charge, the request of which must be fulfilled by the Service Provider or the Client within 30 days. The called person also has the right to withdraw or to object to the processing of his or her personal data, which may be spoken orally (during a telephone call) or in writing. In the event of a protest or cancellation of the consent, the Service Provider shall immediately discontinue the recorded data and voice recording and record the data necessary for the identification of the subject on a prohibition list.

8. Call time

The Client acknowledges, with regard to the call time, the following:

- During the campaign - unless otherwise provided by contractual provision- the Service Provider will divulge the days / periods in which you make phone calls.
- The Client and the Service Provider may agree that during the campaign, the Service Provider may only make calls on specific days; In this case, the Service Provider will initiate at least 20 telephone calls on certain days, depending on the type of campaign and the type of database.
- The Service Provider freely divide its operators during the campaign.
- The Service Provider does not aggregate telephone calls initiated by a second-time measurement;
- The recording of unsuccessful telephone calls and the response of the called person, as well as any reconciliation, training, correction made by the Client, is included in the call time, be done by word, e-mail, personally or otherwise, the person making the call or the service manager.

III. Fulfillment Rules

9. Right of instruction

The Service Provider give services on the basis of the specifications of the individual contract and the written instructions of the Client. At the request of the Service Provider, the Client is obliged to write down the instructions, only the word verbose statement shall not bind the Provider. The instruction shall be sent simultaneously to the Service Provider's Supervisor and the Seller. The Service Provider must draw the attention of the Client to the improper-unsuitable instruction. If the Client reserves the instruction despite the warning, the Service Provider may terminate the contract or execute the instruction upon the Client's risk - after written confirmation. The Service Provider must refuse the illegal instruction

10. Send Reports to the Client

10.1. Prior to the campaign, the Service Provider give to the Client a list drawn up from his database to the target group specified by the Client. The list contains only company names (with activities, sales, headcount), but no company contact details and other personal information. Based on the list, the Client has the opportunity to further restrict the list. This point does not apply if a database containing the contact details of the target group is provided by the Client to the Service Provider.

10.2. During the campaign, the Service Provider sends a scoreboard periodically to the Client in excel format. The scoreboard contains a list of all calls initiated since the last scoreboard and their partial results (for example, the match was successful, the called person has blocked the request, the person's contact details and recorded voice etc.). In case of an effective telephone call, the Service Provider sends the updated scorecard to the Client within 48 hours of the call. Within three (3) business days of receipt of the scoreboard, the Client may object in writing to the content thereof, after the expiry of that deadline, the Service Provider shall be deemed to have been accepted without further legal notice.

10.3. At the end of the campaign, the Provider will send the report to the client with a full call list that includes all calls made during the campaign and their final results in excel format. The call list contains the contact details of the called person, only when the person is invited. The Service Provider shall attach a voice recording (mp3 format) of the telephone calls to the call list, for which the called person has consented to recording and handling. Within three (3) business days of receipt of the call list, the client may object in writing to its content, after the expiration of this deadline, the Service Provider shall be deemed to have been accepted without further legal notice.

10.5. The Service Provider shall not be liable for the outcome of the communication initiated by the Client on the basis of the data provided or for failure to do so. The Service Provider shall not be liable for any consequential, indirect damages suffered by the Client (such as, but not limited to, breach of goodwill, loss of market, loss of profit, loss of data). The Service Provider does not check the information provided by the people party for their correctness.

11. Communication

The parties designate contact persons in the individual contracts. In the absence of a different provision (eg, point 9), the Parties shall communicate with each other through their contact persons and shall immediately inform each other of any change in their contact person or contact details.

12. Fees

The amount, due date, payment method and billing of the order fee are governed by the provisions of the specific contract of assignment.

IV. Final provisions

13. Termination

With respect to the termination of the contract, the provisions of the individual contract shall prevail, provided that the Service Provider is entitled to the consideration of the service already provided.

13.1. Should Client terminate the contract before it is being fully met, he acknowledges, that

- all services already provided will be reckoned without any discounts,

- Provider can keep an extra 50.000 HUF + VAT for managing and setting up databases, campaign.

13.2. Should Client not give proper information for starting the campaign after the contract starts, and Provider asks him to do so 3 times, Client accepts that the whole fee is being kept by Provider, no payback is valid after this.

14. Valid

The present GTC shall apply only to the specific services contracted by the Service Provider as specified in point 2, after the date of May 15, 2018.

15. Applicable law

In addition to the provision of the service, the provisions of the Information Act on the Data Processing Officer and the Rules of the Advertising Act and the CXIX. are governed by the provisions of the Act.

Budapest, May 15, 2018

Lépéselőny Média Kft.

Service Provider

