

GENERAL TERMS OF SERVICE AND DATA CONTROLLING PRINCIPLES  
– RIPOORT –

13 January 2014

**Greetings from Riport!**

Thank you for choosing the services of RIPOORT APPLICATIONS Kft. (the "Services"), and for deciding on using the Riport application or interface. Our main priority in the course of the provision of our Services is the satisfaction and convenience of our users, and most importantly, the security of their data. To ensure this, however, it is important that we provide our Services in compliance with clear and easy-to-understand rules, which are included in this statement.

**By registering and using our Services, you declare that you accept these contractual terms; therefore, we ask you to read the following carefully.**

**THE DESCRIPTION OF THE RIPOORT SERVICE**

Riport is a business report generating tool, which can be used on an online interface ([www.riport.co.hu](http://www.riport.co.hu)) as well as by way of an iOS application. With the help of the Services, by way of uploading general ledger information exported from your accounting software, you can make the accounting and financial data of your company more visual, transparent and easier to understand. Riport can be used to generate business reports on the financial data of your company, which can then be shared with your colleagues, business partners, or your accountant.

**USING RIPOORT**

**Registration**

In order to be able to use Riport, you need to register on our website. It is important that in case you register in the name of a company, you must also declare simultaneously that you are properly authorised in connection with this company, and that in this case the company also accepts the present Terms of Service as binding.

It is also important that you must take proper care of the data entered in the course of the registration, especially the user name and the password. Protecting these data is also your responsibility, and we will not be responsible if you lose them or unauthorised persons get access to them. After your registration, you will be required to let us know if the security of your account has been compromised, or the data you used for logging in is in danger.

By way of registering, you also consent that the data necessary for the provision of the Service (these are typically the data related to the company, enabling us to identify it) may be stored by us in connection with and for the purpose of providing the Services.

This consent is terminated when your registration is deleted (either by you or by us), but we will not be responsible for any use of the reports or other data you share with others related to the Service by others or for the further keeping of those data.

By registering you also agree that you will only share with us or upload only such data that you have lawful access to, and that you are authorised to share these data with us or upload them to our Service.

In connection with the registration, we undertake to ensure that the data you make available to us – whether it is data serving for the purpose of identifying the company or related to its business – will not be made available or accessible by us to any third party, unless we are required by law to do so.

**The data you made available to us**

We will handle all data you made available to us confidentially, and we will only share them with third parties at your express request and with your consent.

An important exception to the above is when you create a "DEMO" company. When you create a DEMO company, you acknowledge that any data uploaded in connection with that company will be public, and anyone may have access and get to know those data. **Therefore, we ask you never to upload real data related to your business, or data that can be traced back to you or your company, to a DEMO account.** The purpose of these DEMO accounts is to give everyone an opportunity to test our Services and to become familiar with them without registering, and we undertake no responsibility for any data uploaded here.

In order for us to be able to provide our Services, we need certain consents by you. Such a consent, for example, is your consent to the copying of your data, which is necessary in order to ensure that your data is safely stored on our servers. Further, we also need your consent so that we can modify the data you upload or otherwise make available to us, in the interest and to the extent necessary for the provision of the Services, for the reason, for example to ensure that the format of the data fits into our system.

By registering and using the Services, you grant us revocable, non-exclusive and non-transferable consents, only for the purpose and to the extent necessary for the provision of the Services, which consents are terminated when your account is deleted.

It is important that, in the interest of improving the quality of our Services, we can also keep certain data after the deletion of your account, in such a way that the data cannot be traced back either by us or by any third parties to you or the company in the name of which you registered.

**The RIPORT application**

In case of the use of our iOS application, you also acknowledge that you accept our Terms of Service. We grant you a free-of charge, royalty-free, non-transferable and non-exclusive license to use the Riport application for the purpose of accessing our Services via that application as well.

It is important that we undertake no responsibility for, and also do not warrant the operation of the application, and we cannot be held responsible if the application causes any damage in your device.

You are not entitled, under any circumstances, to copy, duplicate, distribute, sell or modify the application in any way. Naturally, you are also not entitled to reverse-engineer the application or to attempt to obtain the source code in any other way either.

The application may, in the course of its development, be updated or modified, from time to time also, also without your separate consent.

**Free period**

RIPORT grants all users a one-time free (trial) period of thirty days. All users may use the free period once only.

**Subscription to our services, terms of payment**

	<b>Starter</b>	<b>Monthly</b>	<b>Semi-annual</b>	<b>Customized</b>
Number of users that can be invited	2	5	5	unlimited
Taxation module	Yes	Yes	Yes	Yes
Reporting module	No	Yes	Yes	Yes
Comment module	No	Yes	Yes	Yes
Type of support	Basic	Full	Full	Full
Monthly service fee	Free of charge	EUR 39 / month	EUR 29 / month	According to agreement
Payment terms/invoicing	n/a	Due when service is ordered, bank transfer	Due when service is ordered, bank transfer	Due when service is ordered, bank transfer

**Riport's intellectual property**

The graphic design, user interface of Riport, the Riport application and the Service, all photographs, images, logos, videos, sounds and other content on our site, as well as implementations and programme codes are the intellectual property of RIPORT APPLICATIONS Kft., and are protected by copyright laws.

We consent that you, as the user of our Service, may in that connection also use the name and logo of Riport, in their original form and without any modification, as well as the appearance of the same on business reports prepared in the course of your use of the Service.

**Your intellectual property**

The reports and connections prepared in the course of the use of our Service, from data entered by you, with your participation, is and will remain your intellectual property also after the deletion of your account.

**Confidentiality**

Your trust in our Services is important for us. We warrant that, in the absence of your express request for this purpose, we will not disclose to third parties any economic data related to you or any company registered by you, and that we will prevent the data to become available to others, unless required by law.

**MODIFICATION, SUSPENSION OR DISCONTINUING OF OUR SERVICES**

In your interest, we will improve and develop our Services continuously, or add new functions to them, but may also restrict, suspend or even discontinue them at any time.

If you decide to stop using our Services, we will be sorry to see that you are leaving, but it is also important that you know that we may suspend the provision of our Services at any time.

**OUR LIABILITY AND THE EXCLUSION OF THIS LIABILITY****The availability and accessibility of our Services**

Despite our aim to provide you access to our Services at all times, we cannot guarantee this. By registering and using our Services you accept and acknowledge that there may be cases when you are unable to access your account and to use our Services. We will strive to provide you with timely information of these cases, but we undertake no responsibility for the occurrence of such cases, nor for any damage you may suffer as a consequence.

We undertake no responsibility and provide no warranty that our Services satisfy your needs, or that the provision of the Services will be continuous and error-free, but we will do our best in the interest of the above.

**Use at own risk**

By using our Services, you declare that you understand and expressly accept that you will only use the Services at your own risk and in a way that is according to your choice. We will not be responsible for any damage or non-pecuniary injury suffered or sustained by use as a result of or in connection with the use of the Services.

You will have to use all data or files downloaded in the course of the use of the Service at your own risk, and we will not be responsible for any deficiency or error of any data downloaded, and will also not be responsible if such data or file cause any damage to your computer.

**BREACH OF THE TERMS AND CONDITIONS, AND THE DELETION OF THE ACCOUNT**

You accept and consent that our company may delete your account or make it inaccessible to you, also without giving prior notice or providing reasons, or to permanently delete the data uploaded by you, but in such a case we will reimburse the relevant part of the subscription fee paid by you in advance, except when the account was deleted due to the fact that you have breached these Terms of Service.

We will delete your account, for example, if we find you in any breach of our Terms of Service, or in case we conclude that you used the account in violation of our Terms of Service or the provisions of law, or used it for such purpose.

**AMENDMENT AND MODIFICATIONS OF THE TERMS OF SERVICE**

We may amend or modify the present Terms of Service in the interest of the development or improvement of our Services, or alignment with the relevant provisions of law, or for other purposes. We will inform you of any amendments and modifications on this page. Your continued use of our Services after information was provided in accordance with the above will be interpreted as the acceptance of the modifications. Modifications will never have retroactive effect.

**OUR DATA CONTROLLING PRINCIPLES****The relevant provisions of law**

RIPORT APPLICATIONS Kft. stores and controls (i.e. handles) the clients' data in compliance with the following provisions of law:

Act CVIII of 2001 – On certain issues of electronic commerce services and information society services;

Act XLVIII of 2008 – On the basic requirements and certain restrictions of commercial advertising activities;

Act CXII of 2011 – On informational self-determination and freedom of information;

Act VI of 1998 – On the promulgation of the convention for the protection of individuals with regard to automatic processing of personal data done at Strasbourg on 28 January 1981;

Act V of 2013 – On the Civil Code of Hungary.

#### **Data protection**

We control data on the basis of the voluntary statement and consent provided by our users based on appropriate information and registration.

The data made available to us by our users are used in the interest of the provision of our Services and in compliance with the present principles, for the following purposes only:

- the performance of the contract between the Subscriber, the Data Subject and the Service Provider
- the provision of the Services:
- giving proof of the rights and obligations related to the concluded contract;
- the enforcement, collection and sale of any claims potentially emerging in connection with the contract;
- statistical analysis;
- the handling of complaints;
- the giving of business offers;
- market research;
- customer satisfaction surveys;
- use for marketing purposes;
- maintaining contact:
- the supply of data based on an obligation under law.

Data controlled by us is always stored and used for a specific purpose, in connection with the provision of our Services and the performance of our related obligations, enforcement of our rights, as well as giving proof of the above.

#### **Access to and forwarding of data**

We do not use our user's data for any purposes beyond what is specified in these principles, and will only forward them to third parties or the authorities – in the absence of different and mandatory provisions of law – with your prior, written and express consent. Without your consent, your data will only be accessible to our company and its internal staff members.

#### **The accuracy of the data provided**

We do not check the personal data provided for us, neither do we have a way to check them. The person alone who provided the data will be responsible for its accuracy and suitability. When providing an e-mail address, however, the user also undertakes responsibility that only they will use the Services from the given e-mail address. With a view to this undertaking of responsibility, the person who registered a given e-mail address will have exclusive responsibility in all respects related to accessing the Services from that e-mail address.

#### **The control of personal data**

Any personal data may only be controlled, subject to the relevant provisions of law, for a specific purpose as defined, the exercise or a right or the performance of an obligation, and only with the consent of the data subject. In all its stages, the data controlling must be in compliance with the specific purpose, and the entry and controlling of data must be fair and lawful.

By registering for and subsequently using our Services, you declare that you accept our Data Controlling Principles, and you also consent to the controlling of personal data.

#### **The scope of personal data controlled**

At the time of registration, users are required to provide the following personal data:

- user name;
- own e-mail address;
- password;
- invoice address (invoicing name, street address, settlement, postal code);
- telephone number.

Our system also records certain data automatically. These are typically data related to the computers of our users, which are generated in the course of the use of our Services, and which are recorded by our system as an automatic result of certain technical processes. The data recorded in accordance with the above are, in the absence of a separate statement or action on the part of our users, automatically recorded at the time users log in and out. These data cannot be linked with other personal data of our users, with the exception of the cases when required by law.

RIPORT APPLICATIONS Kft. controls the natural personal identification data and address for the purposes of concluding the contract for the provision of the Services, defining and amending its provisions, keeping track of its performance, invoicing the fees based on it, as well as enforcing any claims related to it.

Further, for the purpose of invoicing the fees arising from the contract for the provision of our Services, we also control natural personal identification data and addresses, as well as the data related to the time, duration and place of the use of the Services.

In addition to the above, we also control the personal data that are technically indispensable for the provision of our Services. In case all other conditions are identical, we choose and in all cases we operate all devices used in the course of the provision of our Services in such a way that personal data should be only controlled if indispensable for the provision of our Services and the achievement of the other objectives specified in the law, but even in these cases only to the extent and for the duration absolutely necessary.

The data related to the use of the Services are only used for any purpose other than specified above – including in particular, the improvement of the efficiency of the Services, the sending of electronic advertisement or other targeted content to the Subscriber or the Data Subject, market research – if the given data controlling objective is specified in advance and your consent was obtained at the time of using or registering for the Services.

#### **The rights of our users in connection with data controlling**

Our users always have the following rights in connection with our data controlling activities:

- a. to be informed about the automated file containing their personal data, its main objectives, as well as the person and usual address or residence or registered seat of the data controller;
- b. to be notified with reasonable frequency and without any excessive delay or expense as to whether their personal data are stored in the automated data file, and to be informed of such data in a format understood by them;
- c. to have their data corrected or deleted in justified cases, in the most simple and fastest implementable way possible;
- d. to have legal recourse in case we do not fulfil our obligation to inform or, in a justified case, to comply with their request for notification, correction and deletion.
- e. at the request of our users, we to be provided with information on their data controlled by us and/or processed by the data processor commissioned by us, the purpose, the legal basis and the duration of the data controlling, the name and address (registered seat) of the data processor, its activities related to the data controlling, as well as on who and for what purpose have received or will receive the data.
- f. in connection with the data control, to be provide with information by the data controller as soon as possible after the request for the same is submitted, but in any case not later than 30 days, in writing, in an easily comprehensible form.

#### **Prohibition of the data controlling activity**

At any time in the course of the use of our Services, we provide you an opportunity to prohibit our data controlling activity, as described above.

The prohibition of the data processing activity may be requested by writing to the info@riport.co.hu e-mail address.

#### **Deletion of data**

We delete the data recorded by us in case the contract is not concluded or it is terminated for any reason. In these cases, in the absence of a provision of law to the contrary, the data are deleted without delay.

**Data security**

We make provisions for the security and protection of your data, and will take all necessary technical and organisational measures, and introduce procedural rules that are necessary for compliance with the relevant provisions of law and other rules for the protection of data and confidential information. Data are protected especially against unauthorized access, modification, publication or deletion as well as against damage and destruction.

**The use of cookies**

Our Services rely on the use of "cookies".

The reason for the use of cookies is to improve user experience, to make our Services more comprehensive, as well as to examine and analyse the customs of our users related to the use of the Services.

These cookies are not suitable and cannot be used for the individual identification of the users.

You can reject cookies by way of the appropriate settings in your browser; however, without those cookies you will not be able to utilize our Services or all of the services.

**The handling of the e-mail addresses provided**

In connection with the quality of our Services, we devote special attention to the handling of the e-mail addresses provided by our users. We only use the e-mail addresses provided for the sending of advertisements and newsletters in case of the prior and express consent of our users, and even then only in full compliance with the relevant provisions of law.

However, we do primarily use these e-mail addresses provided, also without a separate consent, for the purposes of sending information on changes to the Services, certain notifications, invoices, as well as for making contact as necessary in connection with our Services. No different provisions may be made, and it is not possible to unsubscribe from this e-mail list.

**The handling of complaints:**

Our aim is to fully satisfy the expectations of our users, at all times and in all respects in the course of our mutual cooperation and the provision of our Services. If, however, you have any objection or complaint in connection with our data controlling principles, you can contact the National Authority for Data Protection and Freedom of Information.

Registered address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c

Mailing address: 1534 Budapest, Pf.: 834

Telephone number: +36 (1) 391-1400

Fax number: +36 (1) 391-1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

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Thank you for reading this material.

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