

<https://www.qrleadcapture.com/terms-of-service>

Terms and conditions

These Terms and Conditions (hereinafter: TC) contain the conditions for the use of QR Lead Capture, which can be rented as an application service operated by Fluid Digital Ltd. (headquarters: 4400 Nyíregyháza, Könyves street 2/a, tax number: 32079867-1-15, company registration number: 15-09-090475, bank account number: 12052712-01853205 -00100005, represented by Dávid Kukoly – CEO). Fluid Digital Ltd. (hereinafter: Fluid Digital) reserves the right to unilaterally amend this contract. Fluid Digital will inform the Customers about the change in the form of a short notice. This warning may be included in the newsletter sent by Fluid Digital or in the notification sent to all Customers to the e-mail address provided on the profile page. By using QR Lead Capture, Customers accept that all regulations related to the use of QR Lead Capture apply to them, and recognize that they are binding on them. If the Customer does not accept this contract and its amendment, he is not entitled to use QR Lead Capture, and the Customer is obliged to terminate the contract on the day the amendment takes effect.

The contract is not a written contract, Fluid Digital does not file it, so it cannot be accessed later. Fluid Digital records the content of the TC and after modification, archives the invalid TC, which are still available to the Customers at a later date. Archived versions of the TC are available at <https://www.qrleadcapture.com/terms-of-service>. The language of the contract is Hungarian and English. In the course of possible interpretation disputes, the Hungarian text is considered primary by the parties.

The subject of the contract

QR Lead Capture service

Fluid Digital is obliged to provide the Customer with the license codes used for the QR Lead Capture application, to support the application and to share the codes with Users.

The right to use the application operated by Fluid Digital is available to legal and natural persons and business organizations that have a contractual relationship with Fluid Digital or its partners. Based on all of this, either the Customer or the User acknowledges that

- a person who has reached the age of 18 and is capable of acting, or
- representative of a business organization and
- in all cases registers on behalf of himself or the business organization he represents, by providing his real personal data and contact information.

Fluid Digital regards the Customer as the company, since even if the Customer uses the service as an individual, he does so as part of his business activities. This contract is considered a contract between businesses, the subject of which is the provision of data and information provided by Users through the application.

During the registration process, the User is obliged to provide relevant, real data. If Fluid Digital becomes aware that the range of data provided by the User contains (also) non-real elements, it is entitled to partially or completely limit its access (for clarification), or to exclude it from online use of Fluid Digital.

The Customer and User also accept that Fluid Digital assumes no responsibility for the accuracy of the information provided to it, or for changes and errors arising in connection therewith.

Duration of contract

The parties conclude the contract for a fixed period, but at least for the duration of the package chosen by the Customer.

Service Fee

The contracting parties determine the method and schedule of payment in accordance with the individually stipulated assignment contract.

In case of an order, the usage fee is paid in advance to Fluid Digital in the Customer section. Fluid Digital keeps a record of the paid amount and provides the Customer with the use of the application.

According to the assignment contract, within 5 (five) working days after the event, Fluid Digital issues an electronic invoice for the payment to the Customer, which is sent to the email address provided by the Customer. In the case of 20 (twenty) or less ordered licenses, the total usage fee will be settled in one sum, based on an invoice, prior to the event.

If, due to technical reasons, Fluid Digital is unable to provide the requested service within 15 (fifteen) days after the advance bank credit, it will inform the Customer of this in writing. The price of the service is determined by the number of usable functions and codes. Fluid Digital reserves the right to change the service fees on a non-retroactive basis, of which the Customer is constantly informed.

In case of bank transfer, Fluid Digital issues an advance invoice for the Customer based on the commission contract, which is sent to the email address provided by the Customer. The Customer must transfer the amount determined by this fee requester to Fluid Digital's bank account within 8 (eight) days. Fluid Digital issues an electronic invoice to the Customer within 5 (five) working days after the payment of the final amount, which is sent to the email address provided by the Customer.

Fluid Digital reserves the right to partially or completely limit the service or the information that can be obtained from it, if the Customer has not paid the due license fees. Additional fees or late payment interest are payable to Fluid Digital for the period of suspension due to late payment.

Obligations of Fluid Digital

Fluid Digital provides the Customer with the right to use the service specified in these TC.

Fluid Digital undertakes to fulfill its obligations in a commercially reasonable and professional manner in accordance with all applicable laws and the highest applicable industry standards.

If Fluid Digital negligently causes damage to the Customer - taking into account the nature of this service - Fluid Digital is responsible, if the Customer acted with the expected care (for example, but not exhaustively: properly regulated the system access rights, acted with the expected care in the event of damage during damage mitigation), then Fluid Digital is obliged to provide professional support for the restoration of the original condition and damage mitigation, for which it cannot charge a fee.

If, due to the late provision of information by the Customer or other reasons, Fluid Digital - as a result of circumstances beyond its control - cannot maintain the availability agreed in the TC, Fluid Digital is obliged to inform the Customer immediately, if possible.

Fluid Digital will immediately notify the Customer of any circumstance that it becomes aware of that would prevent or significantly hinder the operation of the main functions of the service for a prolonged period of time. The provision contained in this point does not automatically release the Customer from his obligation to report errors in the TC.

Fluid Digital is not responsible

- if the service is suspended in the manner prescribed by law in order to protect national defense, national security, economic and public security interests;
- due to a break due to a malfunction or inadequacy of the devices used by the Customer to use the service;
- due to incorrect, unprofessional or inappropriate use of the service, for purposes other than those specified in the TC or the commission contract;
- due to the Customer's violation of the obligations contained in the TC or legal regulations;
- due to the interruption or interruption of the service, if it results from the interruption of local access or connection provided by another service provider, especially due to the interruption resulting from the interruption, overload, malfunction or other error of the Internet service. Fluid Digital is also not responsible for any lost profits.

Fluid Digital is entitled to partially or fully limit the services in the event of illegal or inappropriate use and to suspend or terminate the service upon simultaneous notification to the Customer.

Fluid Digital is entitled to access the data managed by the Customer and to use them in order to prevent damage in the event of detection of activity that violates the law or other legislation, or in the event of suspicion of such activity, in compliance with the data and confidentiality rules.

During performance, Fluid Digital may use a subcontractor. Conditions for involving a subcontractor:

- He is responsible for the performance of the subcontractor, both in terms of quality requirements and deadlines, as if he had completed the work in its entirety;
- Fluid Digital ensures that its subcontractor acts in accordance with the business confidentiality assumed by Fluid Digital.

During the performance of this contract, Fluid Digital is not responsible for discovering and correcting the incorrect data recording of the Customer, or for the resulting error detection and correction.

Fluid Digital makes the latest updates available to the Customer and User.

Fluid Digital will use reasonable commercial efforts to correct any errors reported to it.

Obligations of the Customer

The customer is obliged to accept Fluid Digital's contractual performance and to pay Fluid Digital the fee for the service. The customer is obliged to provide Fluid Digital with the cooperation necessary for the performance of this service.

The management, recording and administration of data belonging to the Customer is always the responsibility of the Customer. Fluid Digital does not participate in the sales process by the Customer, it has no contractual relationship with the User, and only the Customer has a contract with it. The Customer is solely responsible for the veracity of the data provided in the application. Possible legal

disputes related to the authenticity or use of the data are settled only and exclusively between the Customer and the User or the Customer and the relevant authority.

The Customer is obliged to fulfill all his legal obligations related to the event and the use of the service (indication of real company data at all times, delivery and payment methods, as well as the publication of cancellation and warranty rights, etc.), and to notify Fluid Digital of any changes in his company data. In case of non-compliance with the obligation to provide information, Fluid Digital has the right to suspend the public part of the service accessible to Users until the deficiencies are filled.

The customer declares that he is aware of the rules for sending mail on the Internet. Fluid Digital is not responsible for the content of data traffic generated when using the service. Fluid Digital is entitled to fully or partially limit the service if the Customer violates the interests of third parties or the applicable laws by using the software.

The Customer does not have the right to add or delete Users or to modify the data of existing Users or to activate or deactivate Users.

Fluid Digital assumes no responsibility for the secure storage of Users' passwords or for any resulting damages.

For maintenance purposes, Fluid Digital's operating staff is entitled to log into the application at the Customer's event and access the data of registered Users. Fluid Digital is considered a data processor with regard to the data of the Users. The parties stipulate the rules of data management in the Privacy Policy (<https://www.qrleadcapture.com/terms-of-service>).

The Customer may not transfer the services provided by Fluid Digital to a third party without the express consent of Fluid Digital, the transfer without the express consent of Fluid Digital is null and void.

The Customer may use the services solely at his own risk and responsibility, and accepts that Fluid Digital is not liable for any material or non-material damage arising from the use. Fluid Digital excludes its responsibility for indirect damages, especially for lost income, profit, loss of data, loss of reputation.

Fluid Digital assumes no responsibility for the behavior shown by the Customer towards its own customers, but at the same time cooperates with the authorities in detecting possible violations of law.

Hardware and Software conditions

The QR Lead Capture service is a web-based software service that requires an Internet connection. Fluid Digital operates the application on the servers it provides. It is not possible to operate the service on servers provided by the Customer that are not owned by Fluid Digital.

The service is applied through hardware devices provided by the Customer or User.

The conditions for logging in are as follows:

- Broadband Internet connection;
- A smart device suitable for running the above application. The application is available in the Google Play or Apple App Store;
- Knowledge of active customer name and password.

The conditions for use by the User are as follows:

- Login conditions are met;
- The Customer has paid the current license fee to Fluid Digital.
- Supported operating systems:
 - o iOS 10.0+
 - o Android 7.0+

If the Customer experiences an error earlier than the versions of the operating systems listed above, Fluid Digital is not obliged to repair it. It is recommended to update the operating system version to resolve the error.

The name of the hosting provider for Fluid Digital:

Tárhelypark Kft.
1132 Budapest, Victor Hugo utca 18-22.
+36 1 700 4140
info@tarhelypark.hu

Availability

Fluid Digital guarantees the service level of the application it provides during the event. This provides pre-event downtime for Fluid Digital's service, along with pre-planned and announced maintenance times and other issues.

Customer service

The method of communication between the Customer and Fluid Digital is in writing, between the address info@qrleadcapture.com and the e-mail address provided by the Customer in the commission contract.

The e-mail address info@qrleadcapture.com can also be used to report errors. In the event of an error report, the message contains the operating system used at the time of the error, its version number, data on any updates, the name and exact version number of the hardware, the time the error occurred, the steps taken until then, and the interface on which the error can be viewed. If a service error code has also been issued, it should also be included in the message.

Use of application data

Fluid Digital is not authorized to publish or transmit or hand over to third parties the unique and identifiable data related to Users. Fluid Digital does not publish or transmit individual data and names.

Fluid Digital can only publish the data of the application in an aggregated form which means that in a form that does not allow identification, and can only name the event. The form of publication by Fluid Digital can be a public blog post, a social media post (LinkedIn) and a newsletter.

Force majeure

Force majeure is any extraordinary event that occurs after the conclusion of the contract and makes its fulfillment impossible, which the contracting parties could not have foreseen or prevented and which cannot be traced back to the blameworthy behavior of either party. Such events can be in particular: state of emergency, strike, war, revolution, terrorist acts, natural disaster, fire, flood, epidemic, quarantine restrictions, transport embargo, etc.

Cases of contract termination

The Customer may terminate the commission contract with immediate effect, in the cases stipulated therein. Termination can only be done in writing.

After the cancellation, the application assigned to the event becomes inactive. The data of the event will be deleted 90 (ninety) days after becoming inactive.

Fluid Digital may terminate the contract with immediate effect in the following cases:

- The Customer is in arrears with the payment of the due service fee by more than 30 (thirty) days;
- Force majeure exceeding 60 (sixty) days.

Extraordinary termination of a contract can only be done in writing - in an email sent to the breaching party to the email address provided during registration.

Fluid Digital is entitled to immediately suspend the operation of the application without prior notice to the Customer and, if the reason for the suspension continues, to make the application unavailable for the following reasons:

At the event, the Customer displays or sells a product or service that violates the law.

In the case of an unpaid invoice.

The Customer displays false company data in the commission contract or on other interfaces.

In case of displaying content that is violent, racist or inciting against any individual, congregation, group or organization.

In case of displaying deceptive, manipulative content.

When using harmful content.

In the case of displaying any content that discredits Fluid Digital or the application.

In the case of displaying or advertising any competing product or service of Fluid Digital or the application.

If complaints are received in relation to the Customer's event to such an extent that it already affects the reputation of Fluid Digital or the service.

If Fluid Digital deletes data related to the Customer's event for the above reasons, the Customer is not entitled to compensation or a refund of the subscription fee, and may not demand the content of its data from Fluid Digital.

The Customer may use extraordinary notice if Fluid Digital terminates or suspends the service without being entitled to do so.

In this case, the Customer may demand the current fee from Fluid Digital.

Other provisions

In order to preserve the good reputation and favorable consumer evaluation of the service, as well as to ensure uniform image, the QR Lead Capture application can only be sold by selected distributors who are obliged to continuously comply with the requirements contained in this Agreement.

When this Agreement enters into force, Fluid Digital operates the following electronic interfaces: (<https://www.qrleadcapture.com/> Fluid Digital Ltd., info@qrleadcapture.com).

If Fluid Digital opens another or a new interface instead of the existing ones, distribution of the QR Lead Capture application can only start at the new access point by Fluid Digital or with its prior consent.

Settlement of disputed issues

Fluid Digital and the Customer shall make every effort to resolve through direct negotiations any disagreement or dispute that may arise between them within the framework of this contract or in connection with the contract. The parties are mutually obliged to inform each other immediately after becoming aware of any circumstances that arise after the conclusion of the contract that prevent the performance of the contract. The legal relationship of the parties is governed by Hungarian law and the court in Debrecen which has jurisdiction to decide the legal dispute is exclusively competent.

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