Cloud Computing Services Policy

§ 1

General provisions

1. These Regulations govern the rules for the provision of cloud services by Senetic Magyarország Kft., Soroksári út 44. II. em., 1095 Budapest, Magyarország, Magyarország
2. Senetic Magyarország Kft. represents that it is authorized to resell, market or otherwise further resell the Products and, in particular, has entered into the relevant agreements with the Manufacturers that permit it to do so.
3. The provisions of these Terms and Conditions shall apply to all Orders placed on or after January 27, 2022.

§ 2

Definition

1. Whenever terms beginning with a capital letter, as indicated below, appear in the Terms and Conditions, they shall have the following meanings:
   1) **Service Provider, Vendor, Senetic or we** – Senetic Magyarország Kft., Soroksári út 44. II. em., 1095 Budapest, Magyarország, Magyarország Vat No.: 25991820-2-41;
   2) **Customer** – a natural person, a legal person or another organizational unit with legal capacity, which concludes a contract with the Seller or uses other services of the Store;
   3) **Party** – Senetic or Customer;
   4) **Senetic EU Group Company** – any of the companies listed at www.senetic.net;
   5) **Consumer** – a natural person making a legal transaction not directly related to his/her economic or professional activity;
   6) **Entrepreneur** – a natural person, a legal person or an organizational unit which is granted legal capacity by the law, conducting business or professional activity in its own name;
   7) **Individual Entrepreneur** – an individual who enters into a contract directly related to their business, if the wording of the contract indicates that it is not professional in nature for them;
   8) **Remote agreement** – an agreement concluded between the Parties within an organized system for concluding remote agreements, without the simultaneous physical presence of the Parties, with the exclusive use of one or more means of remote communication up to the moment of concluding the agreement;
   9) **Business days** – days from Monday to Friday excluding public holidays;
   10) **Terms and Conditions** – these Cloud Services Terms and Conditions;
   11) **Store** – the Internet service available at https://www.senetic.hu/, through which the Customer may purchase Products;
   12) **Portal** – Internet service available at https://portal.senetic.com, used for purchasing and managing Products by the Customer;
   13) **Account** – a part of the Store or Portal, where the Customer can, among other things, manage his/her personal data, receive notifications about changes in the Order status, control and manage the status of his/her Orders;
   14) **Manufacturer** – The entity that provides the Product made available as part of the Cloud Services;
   15) **Product** – The Cloud Service or any other item, right (e.g. license) or benefit, offered, sold or made available to Customer by Senetic;
   16) **Cloud Service** – a service provided using cloud computing, in particular under the model: Software-as-a-Service, Platform-as-a-Service or Infrastructure-as-a-Service;
   17) **Microsoft Cloud Services** – Cloud Services provided by Microsoft;
   18) **Subscription** – entitlement to use the Product by the Customer for a specified period of time;
   19) **Perpetual License** – the right to use the Product by the Customer in perpetuity, subject to the provisions of §7 of the Terms and Conditions;
   20) **Digital content** – data produced and delivered in digital form, whether transmitted on a tangible medium or by any other means;
   21) **Order** – Customer's declaration of will constituting an offer to conclude an agreement with Senetic, aiming directly at concluding an agreement specifying the type and number of Products subject to the agreement and the proposed price of the Products.

§ 3

Portal

1. The Client registers an account on the Portal.
2. The Website is a sales and contact platform used to facilitate communication and cooperation between the Parties; in particular, the Website does not offer functions related to account management in the Manufacturer's services or centers, such as Microsoft 365 admin center.
3. Access to the Portal is free of charge.
4. Registration takes place by completing and approving the registration form. Portal account registration process includes:
    1) account creation;
    2) account verification;
    3) account authorization.
5. During the process of registration and authorization of the Account, the Customer is obliged to provide true data concerning the Customer.
6. The portal allows the user to use the following features:
    1) Creating a Microsoft Account;
    2) Ordering Products and managing Subscription renewals;
    3) Modifying account information;
    4) Granting permissions to additional users to use the account;
    5) Viewing order history;
    6) Viewing the Microsoft Azure resource consumption inventory.
7. To use the Portal it is required to have a device with access to the Internet, equipped with Google Chrome web browser in the latest version, with cookies and Javascript enabled. The Service Provider does not guarantee the correct operation of all functions in the case of other browsers or their non-standard configuration.
8. It is not permitted to use the Portal for a purpose that violates applicable law. Senetic has the right to withhold access to the Portal to the Customer in the event that:
    1) use the Portal for purposes incompatible with its purpose or to the detriment of third parties;
    2) violation of applicable law, these Terms and Conditions or good morals.
9. Senetic shall not be liable for damages resulting from:
    1) technical limitations resulting from the characteristics of the hardware or software used to use the Portal Service;
    2) events that Senetic, in the exercise of due diligence, was unable to foresee or prevent;
    3) force majeure events;
    4) use the Portal contrary to the provisions of the Rules;
    5) loss of data, equipment or system failure, or other damage unless caused by the sole fault of Senetic.

§ 4

Ordering conditions

1. In order to purchase a Product, the Customer is obliged to place an Order via the Store or Portal. Placing an Order constitutes an offer to conclude a contract submitted by the Customer to the Service Provider.
2. After placing an Order, the Seller will confirm its receipt in the form of an e-mail message, containing confirmation of all its essential elements.
3. After considering the Customer's offer, the Seller will send the Customer a message about accepting the Order for execution. The conclusion of the contract occurs at the time of receipt of this message by the Customer.
4. If it turns out that the execution of the Order in whole or in part will not be possible, the Seller will immediately inform the Customer about it via e-mail. In this situation, the contract is not concluded, and if it has already been concluded - it expires, and Senetic immediately returns to the Customer the funds received.
5. The prerequisite for using the Product is:
    1) acceptance of the provisions of these Regulations;
    2) acceptance of the Microsoft Customer Agreement (for Microsoft Products) https://www.microsoft.com/licensing/docs/customeragreement or other agreements, understandings, documents between Customer and Manufacturer as required by Manufacturer.
6. After concluding the agreement, the Seller shall provide the Customer with information necessary to use the Product, unless this information was provided under the previous Order. If the ordered Product includes software

installed on the Customer's premises, the Customer is obliged to download and install it on their own, unless stated otherwise.

§ 5

Order Settlement and Conditions for Accessing the Product

1. Microsoft Cloud Services may be ordered in the form of monthly, annual, and triennial subscriptions, and the billing periods for triennial and annual subscriptions may be annual or prepaid. Monthly billing periods for three-year and annual Microsoft Cloud Services Subscriptions may be agreed upon through negotiation with Senetic, and Senetic reserves the right to verify the Customer's payment reliability.
2. For Microsoft Cloud Services, the Customer may extend the term of the Subscription during the term of the Subscription, i.e., change from a monthly Subscription to an annual or three-year Subscription or change from an annual Subscription to a three-year Subscription. In such event, the new Subscription period shall start from the beginning of the Subscription Period at the time of the extension.
3. Product prices are subject to change, with the new price effective from the next subscription period. Senetic will inform the Customer of the price of the Product for the next subscription period via email or using the Portal.
4. If the Customer has agreed to receive invoices electronically, they will be sent to the e-mail address provided by the Customer. In such a situation, the Client resigns from receiving invoices in paper form.
5. In order to offer Customers the best possible prices and to maintain continuity of services, Senetic may provide services using other Senetic EU Group Companies, in particular by establishing a partnership relationship with another Senetic EU Group Company on behalf of the Customer, to which the Customer agrees. To the extent that it proves necessary to perform the contract in the manner described in the preceding sentence, the Customer authorizes Senetic to establish such a relationship and to make use of the offers of other Companies of the Senetic EU Group on its behalf and for its benefit, such authorization being limited by the scope of the Order.
6. If the Services are to be provided by Senetic using another Senetic EU Group Company, the Customer shall accept such Senetic EU Group Company as a partner. The Customer shall have no claim against Senetic or any other Senetic EU Group Company relating to the lack of access to the Service if the Customer refuses to agree to establish a partner relationship. The Customer shall not be entitled to request the establishment of a partner relationship exclusively with Senetic.
7. The Customer shall not incur any additional costs in connection with Senetic's use of other Senetic EU Group Companies.

§ 6

Customer account management in the Manufacturer’s services

1. If Cloud Services are purchased, the Vendor will be assigned the role of Delegated Administrator unless otherwise specified by the Customer.
2. The Customer may change the roles assigned to the Vendor at any time; however, for Microsoft Azure Products, changing the default roles may change the Subscription price.
3. If the Delegated Administrator role assignment is waived, it is not possible for the Vendor to provide the extended support services and, in some cases, the basic support services referred to in §9 below.
4. Detailed information regarding the administration of Vendor roles and the scope of the Delegated Administrator's authority can be found on the website at this link.
5. With respect to access to the Customer's resources, the processing entrustment agreement set forth in §14 below shall apply.
6. Reservation of Microsoft Azure platform resources is based on a separate agreement.
7. The Customer is responsible for all instructions and changes carried out in the Portal and on the Manufacturer's website, in particular for any changes to the type and number of Subscriptions, Perpetual Licenses or other services, accesses and Customer account details.

§ 7

Perpetual license

1. If perpetual licenses for Products are purchased, the Customer will make a one-time upfront payment.
2. The Perpetual License entitles the Customer to use the Product under the terms and conditions specified by the Manufacturer.
3. The term of the Perpetual License is indefinite unless otherwise specified.

4. For Perpetual Licenses, Senetic does not guarantee access to Product updates or support. This does not preclude the Parties from making separate arrangements or providing updates or support from Manufacturer.

§ 8

Use of the Product

1. The customer receives access to the Product upon payment of the upfront price for the agreed subscription period unless otherwise specified by the Parties or the Product information provided by Senetic.
2. The Customer is responsible for renewing and paying for the Subscription. The Customer may manage the auto-renewal feature through the Portal.
3. If auto-renewal of Subscriptions is enabled, Senetic will automatically charge the assigned payment card 5 business days prior to the expiration of the applicable Subscription.
4. If it is impossible to charge the payment card or the Customer fails to pay the price, Senetic may contact the Customer to arrange another payment method, cancel the Subscription or suspend the access to the Product.
5. The customer is responsible for the number of resources used (specifically in the Azure platform), including any changes to the configuration of the Products that may result in increased use of those resources. The customer is obliged to pay the amount due for the resources used during the billing period. Payment of the amount due shall be made to Senetic's bank account or by payment card and shall be ascertained by an invoice issued by Senetic.
6. The Customer is responsible for violations of the terms of use of the Product as defined by its Manufacturer, including license provisions, and for compliance of the Product's use with the applicable law.
7. If the Customer is found to be in violation of the terms of use set forth by the Manufacturer, Senetic may either suspend the access to the Product or revoke it and cancel the Subscription with immediate effect.
8. In the case referred to in Section 7 above and concerning Customers who are Consumers or Individual Entrepreneurs, Senetic may suspend access to the Product and cancel the Subscription only if the Consumer or Individual Entrepreneur grossly or persistently violates the terms of the Product Agreement, in particular, if they provide illegal content, after an ineffective request to cease or remove the violations with the setting of an appropriate deadline. The breach of contract relating to the Product must be objective and unlawful in nature. The subscription in such a case will expire 14 days after the date on which Senetic provides the Consumer or Individual Entrepreneur with a statement of intent to cancel the subscription.
9. Suspension of the Microsoft Cloud Services Subscription for cause shall not suspend the Subscription and shall not relieve the Customer of the obligation to pay for the Subscription Period.
10. If the Subscription is suspended or cancelled, Microsoft will delete the data collected by the Customer within 90 days. The Customer will have no claim, including but not limited to a claim for damages for loss of data.

§ 9

Support

1. For certain products, Senetic provides basic support services. Products covered by these services are described accordingly.
2. Extension of support services provided by Senetic is available through a separate agreement.
3. Basic support services are provided under the terms of this paragraph.
4. Customer support requests may include:
    1) irregularities related to the availability of services;
    2) information regarding the validity of purchased licenses;
    3) settlements;
    4) the purchase of Products on behalf of the Customer.
5. To the extent set forth in Section 4 above, Senetic's support services shall consist of performing actions for the Customer and resolving problems that occur if the cause is attributable to Senetic or the Manufacturer. Senetic shall work cooperatively and in dialogue with the Producer to correct the deficiency or otherwise address the request in an appropriate manner.
6. Senetic shall respond to the Customer's support request within two Business Days.

§ 10

Cancellation of Subscription by the Customer

1. The Customer may enable or disable in the Portal the option to automatically renew Microsoft Cloud Services Subscriptions for subsequent periods.

2. Customer shall not be entitled to cancel any Subscription or license (including any reduction thereof) of Microsoft Cloud Services during the term thereof.

§ 11

Senetic's responsibility

1. Neither Senetic nor any other Senetic EU Group Company guarantees the correct operation of the Products provided.
2. The Products are provided to Customer as received by Senetic from the Manufacturer and the Parties agree to exclude Senetic's liability for the correctness of operation, quality, fitness for purpose and warranty. Senetic makes no warranty of any kind with respect to the Products.
3. The Manufacturer may provide established levels of performance for the Products. The performance levels are contained in the Manufacturer's published documents. The Customer has the right to report to Senetic any noticed irregularities in the functioning of the Products. Senetic shall report to the Manufacturer the Customer's submitted comments regarding the proper operation of the Product. In the event that the Manufacturer is satisfied with the comments submitted and the Manufacturer provides a refund for the Product's malfunction, Senetic shall provide an appropriate refund to the Customer in an amount equal to the amount of the refund granted by the Manufacturer.
4. If a cash refund is granted by the Manufacturer, it will be made in the billing period following the month in which the applicable refund by the Manufacturer occurred. The refund will be documented by the issuance of a correction invoice by Senetic. Issuing the invoice and sending it to the email address indicated by the Customer confirms that the refund has been granted.
5. Senetic shall not be liable to Customer for the granting of a refund by Manufacturer to Customer and any liability of Senetic under the subject matter is excluded.

§ 12

Termination of the agreement for the provision of electronic services

1. The Customer may terminate the contract for the provision of services (i.e. the contract for an Account) at any time without specifying the reasons by sending an appropriate statement, in particular by e-mail or in writing to the address of the Seller. Customer's Store and Portal accounts will be deleted unless other provisions of the Terms and Conditions or active subscription agreements indicate that the Portal account must be maintained until the Subscription expires.
2. Senetic shall have the right to unilaterally terminate the Agreement effective upon delivery (in writing, by email or through the Portal) and to suspend Customer's access to the Services in the following cases:
   1) Customer's failure to pay any amount due to Senetic, in particular on the basis of issued invoices;
   2) Senetic becomes aware of the Client's insolvency;
   3) a material breach of the terms and conditions of the agreement by the Customer and failure to remove the consequences of the breach within 14 days from the date of the call made by Senetic using the Communication System;
   4) violation by the Customer of the anti-corruption provisions of law and the anti-corruption provisions referred to in documents published by the Manufacturer, among others in: "Anti-Corruption Policy for Microsoft Representatives U.S. Foreign Corrupt Practices Act" available at: http://www.microsoft.com/en-us/Legal/Compliance/anticorruption/Default.aspx.
3. In the case of Clients who are Consumers or Individual Entrepreneurs, the Service Provider may terminate the contract for the provision of services only if the Consumer or Individual Entrepreneur grossly or persistently violates the Regulations, in particular when he provides illegal content, after an ineffective request to cease or remove the violations, setting an appropriate time limit. The violation of the Terms and Conditions must be objective and illegal in nature. The contract for the provision of services in such a case expires after 14 days from the date of submission by the Service Provider to the Consumer or Individual Entrepreneur of a statement of intent to terminate it.

§ 13

Complaints

1. Complaints regarding the use of the Portal and Products shall be filed by Customers at rma.senetic.com.
2. The complaint should include at least: name, surname or name and the exact address of the complainant, as well as the exact description and reason for the complaint.

3. The Customer shall be informed of the manner of processing the complaint by e-mail sent to the address from which the complaint was made.
4. Neither Senetic nor any other Senetic EU Group Company shall be liable for applications made by the Customer directly to the Manufacturer.

§ 14

Personal Data

1. All information, especially access data (credentials), to which Senetic has gained access in connection with the provision of services, shall be treated by Senetic as confidential and in accordance with the law and security rules. The data provided will not be used for any purpose other than the performance of the services and Senetic's obligations to the Customer.
2. Clients' personal data are processed by the Service Provider under the terms of the Privacy Policy.
3. If the fulfilment of a Product Order requires Senetic to process personal data on behalf of the Customer, of which it is the controller, the following provisions will apply.
4. In order to carry out the Order, the Customer entrusts Senetic with the processing of personal data. For the removal of doubt, the Parties declare that Senetic does not decide on the purposes and means of processing such data.
5. The entrusted processing includes personal data such as name, email address, phone number, position information, ID, email correspondence information, credentials, controller data.
6. The entrusted processing includes personal data such as name, email address, phone number, position information, ID, email correspondence information, credentials, controller data.
7. Senetic is entitled to process the personal data specified in paragraph 5 above on behalf of the Customer only for the purpose and to the extent necessary for the performance of the Agreement and any other documented instructions from the Customer. Senetic is entitled to process the personal data specified in paragraph 5 above on behalf of the Customer only for the purpose and to the extent necessary for the performance of the Agreement and any other documented instructions from the Customer.
8. Senetic ensures that the personal data entrusted will only be processed by authorized persons who are bound to secrecy.
9. Senetic declares that it uses adequate technical and organizational measures within the meaning of the GDPR to ensure the security of the personal data entrusted.
10. Customer agrees, in general, to continue to outsource the processing of Personal Data to another processor, with the other processor providing the same guarantees and fulfilling the obligations that were imposed on Senetic. Senetic will notify Customer of intended changes to add or replace other processors, giving Customer the opportunity to object to such changes.
11. Senetic undertakes, to the extent possible, to assist the Customer in meeting its obligation to respond to requests from individuals in exercising their rights under Chapter III of the GDPR.
12. Senetic undertakes to cooperate with and provide all assistance to the Customer in order to comply with the obligations set out in Articles 32 to 36 of the GDPR.
13. Upon completion of the processing of personal data, Senetic undertakes to delete or return the personal data entrusted for processing, as decided by the Customer, unless applicable law dictates the continued storage of the data.
14. Senetic shall make available to the Customer all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR.
15. Senetic agrees to promptly notify Customer of any security incidents, including data breaches within the meaning of GDPR immediately.
16. The Customer shall be entitled to audit or inspect Senetic's processing of personal data for compliance with the GDPR, which audit shall be carried out by providing Senetic with a questionnaire prepared by the Customer containing questions regarding the processing of personal data and returning the completed questionnaire within 30 days. In particularly justified cases, an audit or inspection may be carried out in another mutually agreed manner.

§ 15

Final provisions

1. Any potential disputes related to the provisions of the Regulations, the Parties shall first resolve amicably through bilateral discussions and negotiations.
2. If the Parties fail to reach an agreement, they may refer the case for settlement to a common court of law, with jurisdiction over the registered office of Senetic, if binding law does not state otherwise.

3. Customers may access the Rules and Regulations at any time and free of charge via an Internet reference (i.e. link) placed on the homepage of the Store and make a printout of it.
4. Information about the Products given in the Store, in particular their descriptions, technical and usable parameters and prices, constitute an invitation to conclude a contract .
5. If any provision of these Terms and Conditions is held to be invalid by reason of being contrary to law, to the principles of social intercourse or for any other reason, or is held to be ineffective or unenforceable, the remaining provisions of the Terms and Conditions shall remain in full force and effect and shall continue to be binding. In such a situation, the parties agree to cooperate and to replace the invalid provision with another valid provision that reflects as closely as possible the parties' intention as expressed in the invalid provision.
6. Exclusive rights to content made available within the Shop, in particular copyright to photos, descriptions of Products and categories, the name of the Shop, Service Provider's trademarks and those of Products' manufacturers, graphic elements contained therein, software and database rights are protected by law and belong to Service Provider or to entities with which Service Provider has concluded appropriate agreements. It is prohibited to copy or otherwise use any elements of the Store without the consent of the Service Provider.
7. Senetic reserves the right to amend these Terms and Conditions. All contracts entered into prior to the effective date of the new Terms and Conditions will be performed under the Terms and Conditions that were in effect on the date the contract was entered into. The amendment to the Terms and Conditions shall become effective on the date specified by Senetic, not earlier than 7 days after its publication in the Store. Senetic will inform the Customer of the change to the Terms and Conditions by means of electronic communication at least 7 days before it comes into force. If the Client does not agree with the new content of the Regulations, he is obliged to inform Senetic about it, which will result in termination of the contract for electronic provision of services.