

# General Conditions and Terms for Hosts

Appartman PMS Technologies Korlátolt Felelősségű Társaság

## VERZIÓKÖVETÉS

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## **1 PURPOSE, SCOPE, PUBLICATION, MODIFICATION OF THE GENERAL TERMS AND CONDITIONS**

### **1.1 Purpose of the General Terms and Conditions**

The General Terms and Conditions (hereinafter referred to as: GTC) shall regulate the terms of the legal relationship established by the registration between the Host providing accommodation services thus applying the accommodation features of the system and Appartman PMS Technologies Korlátolt Felelősségű Társaság (Seat: H-3557 Bükkszentkereszt, Dózsa utca 2. tax number: 27441792-2-05), as the operator of the System (hereinafter referred to as: Operator). The purpose of the GTC is to define and the method and terms of the registration in the System and the use of the services provided by the Operator.

### **1.2 The Operator of the System**

The Operator of the System (hereinafter referred to as: the Operator) is **Appartman PMS Technologies Korlátolt Felelősségű Társaság**.

Seat and post address: H-3557 Bükkszentkereszt, Dózsa utca 2.

E-mail address: hello@appartman.hu

Phone number: + 36306938819

Company registration number: 05-09-034686

Tax number: 27441792-2-05

### **1.3 Scope**

The Operator shall make the services provided available without any geographical territorial constraint. However, different GTC apply to hosts that perform their activities in Hungary and in regions other than Hungary. These GTC apply to the host services provided in regions other than Hungary.

The personal scope of these GTC shall extend to the Operator and the Hosts.

The GTC shall apply for an indefinite period from the date of the front page of the document. To the use of service, the terms of GTC effective at the date of the registration shall prevail.

The Operator is entitled to revise and modify the terms of GTC and its Annexes. The modifications of the GTC shall be effective from the date of its publishing on the website of the operator.

The agreement of data-processing between the Operator and the Host shall be concluded for an indefinite period, from the date of the acceptance of GTC by the Host.

### **1.4 Law applicable**

The effective legal rules of Hungary and the European Union shall apply to the use of the System. The Hungarian regulation is in accordance with the regulations of the relevant EU legislation.

The Host is responsible for the natural and legal persons as users of the System to correspond with the regional legally binding legal regulation (e.g. consumer protection rules). The activities necessary for corresponding with the regional rules are performed by the Host via their own devices (e.g. website, e-mail and other communication devices). That is not provided support by the System.

The Host shall bear the responsibility for the performance of the obligations required by the regional regulation thus, the Host is not entitled to claim any indemnification against the Operator.

Method and procedure of the acceptance of GTC

The Host is obliged to accept the GTC effective at the date of registration in order to be entitled to use the System.

The Operator is entitled to unilaterally modify the GTC and the Annexes. The modification shall be approved by the person legally representing the Operator.

The modified GTC shall be published by the Operator on the website by indicating the date of publishing.

### **1.5 Publication**

The Operator shall publish the GTC, the Annexes and the previous versions in electronic format, and by enabling the option of searching in the texts and distinguishing between the effective versions of 5 years prior.

## **2 CUSTOMER SERVICE, COMPLAINTS POLICY**

### **2.1 Customer Service**

The Operator shall operate a customer service in person, on telephone and an electronic helpdesk in order to ensure the direct contact with the Hosts.

#### **Duties of the Customer Service:**

- providing general information on the services of the System, the terms of use,
- managing the inquiries via e-mail, electronic notification system and telephone,
- managing, analysing, answering remarks, fault reports, complaints,
- forwarding operational errors concerning the application to the experts,
- coordinating the reservations for appointment of personal custom service.

#### **Contacts of the Customer Service:**

Contact us in person, via notification system on the website, via e-mail, post or phone.

**Address of the personal Customer Service:** H-3557 Bükkszentkereszt, Dózsa utca 2.

**Hours of operation:** Mondays 10.00- 11:00 am

**Post address:** H-3557 Bükkszentkereszt, Dózsa utca 2.

**Phone number:**+ 36306938819

The call center is available in the hours of operation.

Website: <http://www.godirect.website> or [Appartman.io](http://Appartman.io)

Should the Hosts send their questions, notifications via e-mail or post, the notification shall include in each case the name and contact (e-mail address, telephone number) of the notifier, the detailed description of the notification, in case of an error, other information that facilitates to localize the error e.g., print screen, defined identification.

The Operator shall register the error report and the fact of the correction of error in a separate register and shall store it for 5 years.

Information on the possibility of proceeding before the Arbitration Committee, the name, seat and post address of the arbitration committee competent based on the seat of the company:

Arbitration Committee operated by Borsod-Abaúj-Zemplén Megyei Kereskedelmi és Iparkamara (Chamber of Commerce and Industry of Borsod-Abaúj-Zemplén County)

H-3525 Miskolc, Szentpáli u. 1.

Telephone.: +36-46-501-091, 501-090

E-mail: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

<http://www.bekeltetes.borsodmegye.hu/>

In case of legal dispute in court, Parties shall proceed before the court with jurisdiction competent based on the seat of the Operator.

## **2.2 Complaints Policy**

The Host is entitled to file a complaint, should their individual rights or interest be infringed upon by the Operator in connection with the obligations regulated in the GTC, and should the complaint not fall within the scope of other procedure – especially of public administration or court.

The Host is entitled to file a complaint in person, via telephone, via post and in writing via official electronic mail via the contacts of the Customer Service (see Section 2.)

The oral complaint shall be examined immediately by the Customer Service and, if possible, remedy that. In every other case, the Customer Service shall record the official point of view and measures on the complaint and justification in writing and send it to the Host.

The Customer Service shall respond the incoming complaints within 15 days. In case of on-site inspections or application to any authorities the deadline may be extended one time by maximum 15 days. The Host shall be informed in writing by the Operator on the extension of the deadline for response before the deadline.

Should the Host not be able or willing to identify themselves, the Customer Service shall reject the examination of the complaint. The Customer Service shall notify the complainant on that and cease to perform any further measures. Should the Host does not file the complaint in their name, their right of representation shall be verified authentically. The examination of a complaint identical with the content of an earlier answered complaint by the same Host containing no new information shall be neglected by the Operator.

## **3 DEFINITIONS**

The expressions in this document and the agreement of data-processing shall have the following meaning:

Agreement on data-processing	The agreement on data-processing as the Annex of this document concluded through accepting this document.
Data-processor	The Operator is the data-processor concerning the personal data uploaded by the Host in the System.

Controller	The Controller of the personal data uploaded in the System by the Host is the Host.
GTC	THESE GTC
Parties	The Host and the Operator together
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
System	The system and all the services on <a href="http://www.godirect.website">www.godirect.website</a>
Force Majeure	Uncontrollable event (such as natural disasters, fire, flood, provision of the authorities, war, labor stoppages, or extreme weather) that is not the fault of the Operator state of emergency, riot, civil war, war, strike, hacker attack by computer hackers, unlawful access, etc.

#### **4 SYSTEM REQUIREMENTS, TERMS FOR USE OF THE SYSTEM, AVAILABILITY**

Supported browsers:

- Latest version of Google Chrome,
- Latest version of Firefox,
- Latest version of Opera,
- Latest version of Microsoft EDGE.

Other conditions

- Web browser with SSL authentication.
- Permission to run Java script.
- Setting up a web browser security at the „medium security level” is recommended. Applying the high security level and certain supplements might block the scripts from running.
- Recommended screen resolution: 1280 \* 720 pixel.
- Attachment size limit per file:

- picture: 2 MB,
- other file: 25 MB.

#### **4.1 Availability of the System**

The availability of the System is 90 %. The normal maintenance is usually at night (between 10 pm and 6 am). The system notice on the date and duration of the normal maintenance shall be published on the Operator's website. The information on the malfunction of the System is also published on the Operator's website. The duration of the normal maintenance is not included in the period of guaranteed availability. The service may be temporarily unavailable in case of force majeure. In this case, the Operator shall subsequently inform the Host. The Operator does not provide constant access to the System, thus excludes the responsibility related, and the Host may establish no such claims against the Operator.

#### **4.2 Quality, security of the System**

The Operator shall provide the security of the service and the protection of the data processed by taking technical and organizational measures. Furthermore, the Operator strives to hinder the unlawful access to and application of those data. Within the data security concerning the processing of personal data, the Operator hereby guarantees that the data processed are only accessible to the ones entitled and the data are unaltered and protected against any unlawful access. The Host is responsible for providing correct data that are necessary to the use of the System and uploaded in there.

### **5 REGISTRATION OF HOSTS**

The registration of the Hosts may be managed in the System either by the owners of the accommodation or the guests willing to book an accommodation. The registration is free and established exclusively by the acceptance of the GTC.

During the registration of the Host, the System records the following data:

- a) personal identification data of natural persons (i.e. name, birth name, mother's name, place and date of birth),
- b) optionally telephone number, address, post address (in case of preference for the contacts to be available for the Operator for communicational reasons).
- c) mandatorily the contact details.

The Host may initiate the cancellation of their registration at the Operator. The cancellation of the registration does not relieve the Host from paying any overdue, not paid fees.

### **6 GENERAL INTRODUCTION OF THE SYSTEM/SERVICE**

#### **6.1 Purpose of the System**

The System provides the following services, via internet:

- registration of Host profile;
- uploading and display of the data of accommodation (text and picture)
- providing booking of accommodation;
- administration of booking of accommodation by the Host.



**6.2** Request for accommodation service, booking, modification and cancellation on the Internet website

## **7 RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **7.1 Rights and obligations of the Host**

The Host is entitled to use the System in accordance with the GTC and the relevant laws, including

- a) upload data in the System, modify and erase them,
- b) to use the data in the System for purposes defined in the GTC concerning the System.

The Host is obliged to:

- a) obey the GTC and the laws concerning the System,
- b) use solely by themselves the System and protect the unique identifier for the service from unauthorized access,
- c) ensure that the data uploaded in the System are accurate and up to date,
- d) use the services for solely lawful purposes and accordingly, and respect the intellectual and industrial property rights concerning the data in the System,
- e) refrain from misuse of another person's name, e-mail address, of other personal data and from collecting information regarding other persons,
- f) immediately indicate any technical problems, operational malfunctions during the use of the system,
- g) refrain from hiding their identity,
- h) refrain from making any statement in the name of the Operator,
- i) refrain from spreading any viruses or malicious programs via the System,
- j) respect the intellectual and industrial property rights concerning the System, refrain from decoding the source code,
- k) pay the fee in the amount and method stated in Annex 2,
- l) respect the rules of the Guest GTC relevant to the Host.

The Host is responsible for the consequences of omitting and infringing upon the obligations mentioned above.

Host hereby confirms the lawfulness of uploading any picture or other content in the System by doing so. The content uploaded:

- reflects reality,
- does not contain any harmful codes,
- entitled to use it,
- does not infringe upon other people's rights.

Host acknowledges that Operator is entitled to remove any content not eligible for the criteria mentioned above.

### **7.2 Rights and obligations of the Operator**

The Operator is entitled to:

- a) monitor the lawful use of the System by Hosts and proceed in accordance with sections 14 and 15 of GTC in case of unlawful use,

- b) charge fees for the services to be paid in accordance with Annex 2,
- c) log modifications concerning personal data.

The Operator is obliged to:

- a) ensure the services of the System to the Host from the completion of the registration,
- b) take measures of data security in accordance with this document,
- c) prepare backup data of the System.

### **7.3 Liability of compliance with GTC**

The Host is responsible for the total amount of damage caused by misuse of the service, and breach of the duties required by the GTC or the agreement of data-processing.

The Operator is not responsible for the damages concerning free services.

In case of services to be paid, should there be any delay or fault concerning the performance, the Operator – as the consequence of the delay or fault – is responsible for the decrease of value of the Host's assets, and up to the double amount of the monthly fee to be paid by the Host. Thus, the Operator shall not compensate the lost revenue of the Host due to delay or default in performance. Neither is the Operator obliged to compensate the financial loss of the Host or the expenses to mitigate the loss.

The Operator is responsible only in case of misconduct. The Operator shall be relieved of liability if they are able to prove to have been acted in a manner that can generally be expected in the given situation. It does not constitute misconduct of the Operator, if the default in the service appears in the network of other service provider or for any reasons attributed to the Host.

The Operator provides the Host with a sample of data privacy information in accordance with the GDPR regulation. It contains the information on processing of personal data in the godirect.website System processed by the Host.

The Host is responsible for and obliged to provide the data subjects with information on further processing of data not known by the Operator. The Host is also obliged to ensure the compliance with the regulation of countries other than Hungary. The Host is responsible for that, the Operator shall bear no responsibility in regard with that. The Operator is responsible solely as data-processor concerning the processing of personal data, in accordance with Annex 1.

## **8 SERVICES SUBJECT TO PAYMENT OF FEE**

By accepting these GTC, the Host hereby accepts that a fee defined in Annex 2 shall be paid for the use of the System. The list of the total of fees is available on the website of the Operator.

The fee based on the booking become due after the use of the accommodation, on the date of availability of the next month. Date of availability means the day the Host has registered in the System. E.g. the Host registered on January 5<sup>th</sup>, the invoices are issued on February 5<sup>th</sup>, March 5<sup>th</sup> etc. based on the commission travelled. If a guest arrives between January 20-24<sup>th</sup>, the invoice or proforma invoice will be given by the Host on February 5<sup>th</sup>, if the arrival is between March 3-6<sup>th</sup>, the invoice is issued on April 5<sup>th</sup>.

The Host hereby accepts the use of electronic invoice and proforma invoice.

Method of fee payment: via transfer, to the bank account of the company.

Deadline of fee payment: 7 calendar days of the date of proforma invoice.

The Operator shall issue an invoice of the fee within 10 calendar days of the date on which the provided account is credited. It is electronically sent to the e-mail address of the Host, in case previously a proforma invoice was sent on the obligation of payment.

The bookings through the System have to be paid for, even if the Host terminates the use of the System (e.g. by deleting the user account) after the date of the booking, before the use of the accommodation. E.g., a guest reserves an accommodation on January 10<sup>th</sup> from June 20<sup>th</sup>. The Host deletes the account and ceases to use the system. Regardless, the fee becomes due on June 31<sup>st</sup>, considering that the reservation has been established via the System.

The Operator may perform the online payment using bank card system, as well. During the payment with bank card, the Operator forwards data to the terminal provider that processes the data (individual transaction identifier, client's name, product its quantity and the title of the transaction.) The invoice data are provided by the Host to the Operator prior to the performance of the payment transaction. The invoice issued is forwarded to the e-mail address provided by the Host. The system will ensure the possibility of downloading the invoice later.

## **9 FORCE MAJEURE**

Should the Parties - because of a force majeure event – be hindered to perform their duties established in these GTC and consequently they cause damage, the party hindered is exempted from the consequences of the performance of the obligation to an amount in which the party was hindered in his performing of duties by the force majeure event. Parties shall inform each other on the force majeure event hindering the performance of the service. Parties shall cooperate to a reasonable extent in order to restore the adequate performance and the mitigation of the consequences of the force majeure event.

## **10 TERMINATION OF RIGHT FOR SERVICE**

The right for service is terminated:

1. by terminating the registration of the Host either by Host or Operator,
2. based on legal regulation,
3. by termination of the Operator without legal successor,
4. by termination or permanent intermission of activities by the Operator,
5. by the death of the natural person Host.

## **11 TERMINATION OF REGISTRATION**

### **11.1 Termination of registration by the Host**

The Host is entitled to terminate the registration and the agreement of data-processing with immediate effect without any cause.

### **11.2 Termination of registration by the Operator**

The Operator is entitled to terminate the registration of the Host by 15 days period of notice, should the Operator be for any causes not entitled to provide the services established in GTC.

The Operator is entitled to terminate the registration with immediate effect in case of breach of the GTC provided the Host was previously warned in writing by the Operator by 8 days period of notice to to cease the unlawful conduct of the infringement of GTC.

GTC are being seriously infringed upon and thus leading to the immediate termination of the registration, if the Host

- unduly records data in the System, furthermore, records personal data of another person in the System, does not verify the entitlement to do so within 2 days of receipt of the written notice of the Operator,
- violates the rules of Section 7.1. or performs unlawful behavior based on the GTC or the relevant legal rules specified in the GTC.

A regisztráció azonnali hatályú megszüntetése nem mentesíti Szállásadót a jogviszonyból eredő esetleges tartozásai kiegyenlítésének, így különösen az esetleges díjak megfizetésének a kötelezettsége alól.

## **12 INTERMISSION OF SERVICES**

The Operator may suspend the services of the System if the GTC is infringed upon by the Host. In case of suspension, the services shall remain in intermission until the Host ceases the unlawful situation. or the Operator terminates the registration with immediate effect, in accordance with the regulation on the termination of registration.

## **13 ANNEX**

The following Annexes constitute an integral part of the GTC:

- a) Annex 1: Agreement of data-processing
- b) Annex 2: Fee Chart

### 13.1 ANNEX 1: AGREEMENT OF DATA-PROCESSING

The agreement of data-processing (hereinafter referred to as: „**Agreement**”) shall be concluded by and between the Operator as data-processor established in the General Terms and Conditions regarding the godirect.website Systems (hereinafter referred to as: „**Processor**”), and the Host, and the organization represented by the Host as Controller (hereinafter referred to as: „**Controller**”) (hereinafter referred to separately as: „**Party**”, and together as: „**Parties**”) at the place and date written below, under the following conditions:

#### 1. Background

1.1. The legal relationship between the Parties initiated by the Host as Controller via registration (hereinafter referred to as: „**Host Agreement**”) should be extended with regards to the processing of personal data, respectively Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Should any of the provisions of the Host Agreement be contrary to the Agreement, the provisions of this Agreement shall prevail.

#### 2. General terms

2.1. Based on this Agreement, the Processor shall perform the activities of processing of data based on the instructions of the Controller, the relevant legal rules and this Agreement and the Host Agreement.

2.2. The Controller and the Processor shall cooperate to proceed in accordance with the provisions of the regulations concerning processing of personal data, and other possible standards.

The place of the activity of data-processing (storage of data):

- Amazon AWS, Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855, Luxembourg, ATTN: AWS EMEA Leg
- Microsoft Azure, Microsoft Ireland Operations Limited. One Microsoft Court, South County Business Park, Leopardstown, Dublin 18, D18 DH6k.

#### 3. Scope of the Agreement

3.1. The Controller, in accordance with Article 28 GDPR, hereby appoints Processor to perform the tasks of processing of data in Section 4 of this Agreement.

#### 4. Tasks concerning Data-Processing

The scope of this Agreement (the tasks of Processor in accordance with the processing of data based on this Agreement) is to support the following activities of processing of data as Processor:

Activity of processing of data	Brief description of the activity of processing of data	Purpose of processing of data	Category of personal data (set of data)
Processing of Guest's data for the purpose of accommodation booking	The request for the accommodation service, the booking, the modification of the booking, the cancellation of the booking are conducted on the internet.	Performing the accommodation service	Name, e-mail address, telephone number, country, postal code, city, special services number of guests

<b>Processing of guests' data for the purpose of performing accommodation service</b>	The administration of the accommodation service is conducted on the internet.	Booking the accommodation for the guest indicating request for service, managing the use of accommodation service.	Name, e-mail address, telephone number, date of arrival and departure, number of guests, remarks, special services
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## 5. Tasks and obligations of the Controller

- 5.1. The Controller guarantees that the processing of data is conducted on an adequate legal basis and for lawful purpose.
- 5.2. The Controller shall give instructions to Processor concerning the implementation of the decisions of Controller on processing of data, to perform the tasks established in this Agreement. The Controller shall forward the instructions in writing or other form of reproduction e.g., via e-mail to the Customer Service of the Processor.
- 5.3. The Controller shall be responsible for the lawfulness of the instructions in connection with the tasks established in this Agreement. However, the Processor is obliged to immediately indicate in writing to the Controller – justifying with the necessary details – should the instruction of the Controller or its realization interfere with any law. In case of interference of the instruction with the law, the Processor is entitled to deny the performance of the Controller's instruction.
- 5.4. The Controller shall make decisions that concern requests from natural persons as data subjects in connection with this Agreement's tasks or requests of any authorities. With regards to these decisions, the Controller is entitled to give instructions to the Processor.

## 6. Tasks and obligations of the Processor

- 6.1. The Processor shall process the personal data of data subjects in the name of the Controller, exclusively based on the written instructions of the Controller and this Agreement. The Processor is solely entitled to execute the technical operations of processing of data necessary to perform the tasks listed in this Agreement – except for Sections 5.4. and 6.7-6.8. of this Agreement. The Processor may not proceed by themselves in the absence of the Controller's relevant instructions as regards to the personal data processed. The Processor may not forward the data towards third person, or process personal data based on this Agreement to an instruction of a third person. The Processor hereby guarantees that the processing of data shall be separated from the other processing of data performed.
- 6.2. The Processor is entitled to process personal data for purposes established in this Agreement. The Processor is not entitled to make any substantive decisions concerning processing of data. The Processor is entitled to elaborate the personal data known solely based on the instructions of the Controller. The Processor is obliged to store, preserve, and eliminate while documenting the personal data. Processing personal data for purposes other than those, for own purposes, or using activity of processing of data and personal data for a third party is qualified as a serious breach of this Agreement.
- 6.3. Sections 6.1. and 6.2. shall not apply to activities of processing of data that are established by the law regarding the Processor. In that case, the Processor shall inform the Controller on the law to be applied prior to the activity of processing of data, except for the law prohibiting the notification of the Controller.

- 6.4. The Processor shall have persons with adequate knowledge and experience perform the tasks established in this Agreement. The Processor shall guarantee that the persons are prepared concerning the rules of data protection, data security, the obligations of this Agreement and the purpose and the method of the processing of data performed by them. The Processor shall guarantee that any person under his supervision with access to personal data shall process the data in Section 4 exclusively in balance with the instruction of the Controller, except for the obligation of differing from it based on EU or Member State law. Furthermore, the Processor shall guarantee that solely persons under their supervision shall have access to the personal data established in Section 4 that are authorized.
- 6.5. The Processor shall ensure that the persons/employees participating in the processing of data have participated in eligible education of data protection. The Processor hereby guarantees that the employees and other persons authorized to perform this Agreement, possess proper knowledge on the risks concerning processing of data and the obligatory provisions of the GDPR.
- 6.6. The Processor is obliged to – in accordance with Section 7 – ensure the proper protection of the data processed by them, stored on paper and electronically. The Processor shall be responsible for the total amount of the damage in case of breach of duty.
- 6.7. The Processor shall forward to the Controller the claims or requests by any authority in connection with processing of data based on this Agreement immediately but 3 workdays of the receipt the latest. The Processor is obliged to provide all the necessary information and support including a copy of the personal data if the claim by the data subject or the authorities require a copy – to the request of the Controller and within the deadline set by them – so that the Controller could prepare the answer.
- 6.8. In case the Controller is obliged to perform a data protection impact assessment, The Processor should provide all the necessary information and cooperate with the Controller for the purpose of the execution of the impact assessment.
- 6.9. In case a circumstance arises at the Processor during the performance of the Agreement, that hinders the performance in time, the Processor shall immediately - but the next workday the latest – inform in writing the Controller on the delay, its period expected and causes. The Parties shall cooperate in connection with the circumstances arisen and agree upon the remedy of the claim and the deadline.

## **7. Data security**

- 7.1. Parties declare that requirement system of data security includes the support of the personal data protection with technical and organizational measures, and physical and IT solutions based on Article 32 GDPR for the purpose of preventing the personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed. The ability of the ongoing confidentiality, integrity, availability and resilience of processing systems and services must be ensured.
- 7.2. The Processor shall comply with the following provisions concerning data security:

The Processor shall apply measure proportional to the risk in order to protect the personal data processed during the processing of data based on Section 4 while taking into consideration the followings:

- a) the control of the access to IT systems that stores, and process personal data shall comply with the requirements of the effective regulation and the best practice of the industrial field.
- b) The principle of smallest entitlement shall be applied in connection with the access to IT systems that store and process personal data, the separation of responsibilities shall be ensured and the persons entitled to access and their form of entitlement should be regularly examined.
- c) The IT system storing and processing personal data shall be protected with eligible network border protection and segmentation, and the protection of the network communication shall be ensured, as well.
- d) The regular backup and storage of the IT system storing and processing personal data shall be regulated and shall be eligible to the best practice of the industrial field.
- e) For ensuring the continuance of the course of business, the redundant operation of the system shall be ensured.
- f) The comprehensive log of each activity in connection with the personal data, the confidentiality, availability, intactness and undeniability of the log information, shall be ensured.
- g) An ability eligible to process adequate security events in case of the IT system storing and processing personal data shall be developed, which includes the proper preparations, observation, analyze, localization, restoration, and the management of answers by the Hosts.
- h) A protection against harmful codes shall be introduced, operated, and updated.
- i) The measures written above shall be documented in a proper level, which transparently ensures that the realization of the requirements for data security may be pursued.

The Processor shall ensure the protection of personal data through the following organizational measures:

- a) The Processor shall possess inner regulation (policy, order) or process description on the protection of personal data and the details of the activities of processing of data, and applies those above during the everyday activities.
- b) The Processor has achieved the requirements of data protection in the planning phase of the operation of introducing the IT system that stores and processes personal data, or has performed data protectional revision on the system and the procedures.
- c) The Processor shall appoint a DPO who shall integrate the principles of data protection into the business and technical procedures of the Processor, supervise the compliance with GDPR, laws on data protection and data security and regulation of inner orders, and the compliance with provisions of data protection during the operation of the IT systems.
- d) The Processor shall ensure that the colleagues possess adequate knowledge on the requirements of the protection of personal data and organize regular trainings to them concerning data protection and data security.
- e) The Processor shall eliminate the persons with access to personal data by managing the access.
- f) The Processor shall elaborate, introduce, and maintain ISMS (Information Security Management System) and follow the activity of IT security.



### 7.3. The Processor

- a) shall ensure that personal data processed by this Agreement should be accessed via inner system or direct access exclusively by the persons authorized, solely in connection with the purpose of the activity established in this Agreement;
- b) shall ensure that the devices applied for the activity of processing of data should be regularly maintained and developed;
- c) shall place the device containing the personal data in a closed place provided with physical protection and ensure the physical protection of the storage device.

## 8. Confidentiality

- 8.1. The Parties shall treat all Business Information as secret and confidential for an indefinite period.
- 8.2. The Processor ensures that the persons entitled to process personal data commit themselves to a non-disclosure obligation equivalent in the Host Agreement and this Agreement or proves that the non-disclosure obligation applies. The obligation of non-disclosure does not refer to the number of data subjects or the information provided in the Agreement or the laws binding the Party.
- 8.3. The Processor is bound by the obligation of non-disclosure irrespectively of the completion, termination of the Agreement, without any deadline. The Party is responsible for the total amount of the damage caused by infringing upon the obligation of the non-disclosure. Should a person entitled to processing personal data by the Processor violate that obligation, it is should be considered that the non-disclosure obligation was infringed upon the Processor.
- 8.4. In case of the procedure of the National Authority for Data Protection and Freedom of Information the Processor is obliged to provide information necessary for the procedure of the authority, or to perform other activities within the deadline established by the authority, or with a deadline the Controller may also fulfill the deadline of the authority.

## 9. Appointment of other Subprocessors

- 9.1. The Subprocessor is entitled to appoint Subprocessor, that is authorized by the Controller by signing this Agreement. The list of the Subprocessors appointed by the Processor is available at [www.appartman.hu](http://www.appartman.hu). The Processor is entitled to modify the Subprocessors after 15 days of informing the Controller, in the absence of the objection of the Controller. The Processor shall conclude an agreement with the Subprocessor on data-processing with identical content to this Agreement, fulfilling the requirement of written agreement.
- 9.2. The Subprocessor shall undergo to execute the necessary technical and organization measures ensuring the compliance with the provisions of the law.
- 9.3. The Processor shall bear full responsibility for performing the obligations of the Subprocessor. The Processor shall bear responsibility for all damages caused by the Subprocessor.

## 10. Processing of data in third countries

- 10.1. Should the activities of processing of data or its part performed by the Processor in third countries, the Processor is obliged to verify to Controller that the processing of data in the third country shall comply with the provisions of Section V GDPR.

## 11. Procedure during the exercise of rights of data subjects

- 11.1. It is exclusively Controller's obligation to answer the requests of data subjects concerning their exercise of rights on processing of data and data protection and to inform

the data subjects. The Processor shall provide full support to the Controller concerning the performance of that task.

- 11.2. The Processor shall inform the data subject by forwarding in accordance with Section 6.7 that the request shall be answered by the Controller.
- 11.3. In case of a request of data subject on copy of personal data undergoing processing in accordance with 15(3) GDPR, the Processor may charge a reasonable fee based on administrative cost and established by the Parties from the second copy on. The fee for the second and further copies shall be paid to the Controller who shall reimburse it to the Processor based on this Agreement.
- 11.4. The request of the data subject on rectifying, erasing, restricting, to object and on data portability in connection with processing of data shall be performed as following: the Controller shall provide instructions to the Processor after having established that the request is well-founded. The instructions shall be performed by the Processor without any unjustified delay. The data subject shall be informed by the Controller on the performance or the denial of the request of the data subject.
- 11.5. The Processor shall forward the instructions of the Controller referring to the management of the request of the data subject, if necessary, to the Subprocessor. The Subprocessor shall inform the Controller on the measures performed by the Subprocessor. If required, the Subprocessor shall inform the Controller simultaneously informing the Processor.
- 11.6. The Processor shall undergo to provide all information to the Controller that are necessary to verify the performance of the rights of data subjects.
- 11.7. Parties shall forward the requests and claims established in this Section electronically to each other.

## **12. Log**

- 12.1. The Processor shall perform the log of the operations of processing of data. The Processor ensures that their Subprocessors shall perform the log of operations of processing of data done by them and ensure the controllability the for the Controller and other inspectors appointed by the Controller.

## **13. Personal data breach**

- 13.1. Parties hereby state to maintain a record on personal data breach in accordance with 33 GDPR.
- 13.2. In order to perform the obligations established by law, the Processor shall immediately report the Controller on the personal data breaches based on 4(12) GDPR following the date of having been informed on the breach. The following information shall be disclosed to the Controller on the personal data breach:
  - a) description, character, date, period of personal data breach, the data subjects and category and number of the personal data subject;
  - b) the consequences occurred or to be expected by the personal data breach;
  - c) the measures performed in order to rectify the personal data breach and to relieve the occasional negative consequences stemming from the personal data breach;
  - d) every other relevant information in connection with the personal data breach.
- 13.3. The Processor and the Subprocessor shall perform every necessary measures and cooperate with the DPO of the Controller and other organization or person examining the personal data breach in connection with the disclosure of the causes and remedy of the

personal data breach and ceasing the possible negative consequences. The Processor and Subprocessor shall for this purpose be at the Controller's disposal – if required – even after work hours.

**14. Data following the termination of this Agreement**

14.1. Following the termination of this Agreement for any reason, the Processor shall – in accordance with the decision of the Controller – erase or return to the Controller in defined structure all data in their possession and shall erase the copies with the exception of provision by law requiring further storage of the data. The erase of the data shall be performed in a method that the reconstruction of the data shall not be possible.

**15. Scope and supervision of the Agreement**

15.1. The Agreement shall become effective on the day of accepting the GTC.

15.2. Parties shall immediately inform each other on every important alteration in connection with the processing of data based on this Agreement.

**16. Termination of the Agreement**

16.1. The Agreement shall be concluded for the term equivalent to the Host Agreement. In case of termination of the Host Agreement this Agreement shall be terminated as well.

16.2. Termination of this Agreement shall not affect the scope of the non-disclosure clause.

16.3. Shall the Processor observe that the activities of the Controller interferes with this Agreement or the law, the Processor shall immediately notice the Controller in writing to perform the activities in accordance with this Agreement and the law. Should the Controller continue to perform the activities – following the notice – unlawfully or interfering the Agreement, the Processor is entitled to terminate the Agreement with immediate effect.

Parties hereby declare that they have read and sign by the legal representatives this Agreement as being in full harmony with their will.

Date...

Controller

Processor

## 13.2 ANNEX 2: FEE CHART

### **GoDirect booking engine**

In case of the system of accommodation booking, after 14 days of free probational period, the fee is the commission that is **2 % of the booking value per accommodation + VAT** but **minimum € 8 per property / month**.

### **GoDirect Booking Engine + Own Rental Website**

In case of the system of accommodation booking + own Rental Website, after 14 days of free probational period, the fee is the commission that is **2 % of the booking value per accommodation + VAT** but **minimum € 17 per property / month**.

The fee shall become due on the last day of the month of the booking date.

The commission shall apply to the value of the bookings realized in our system. I.e. after a booking of EUR 1000,- the total of the commission is net value EUR 20,-.

In case of no booking value e.g.: 0 bookings in our system, de minimum fee is billed.