

General Terms and Conditions

23.04.2020

Present general terms and conditions (hereinafter as: „**Agreement**”) contains all information regarding and governs the contractual relationship established between

Company name: **UX studio Zártkörűen Működő Részvénytársaság**

Registered seat: **1052 Budapest, Deák Ferenc tér 3. II. em., Hungary**

Company registration number: **01-10-048628**

Tax number: **25399479-2-41**

Registered by: **Metropolitan Court of Budapest as Court of Registration**

Represented by: **Dávid Pásztor director individually**

E-mail: research@uxstudioteam.com

(hereinafter: „**UX Studio**”)

and the persons retained with the testing of the products or services of the partners of UX Studio or the persons interviewed in connection with the same or about any other issue that helps the development of a partner's product or service (hereinafter as: „**Tester**”). Because of the latter please read the following carefully.

1. Introduction

- 1.1. UX Studio is a company registered and operating in Hungary which provides user experience (UX) design services and which – among others – conducts user experience research for its clients regarding their products and services.
- 1.2. For user experience research, UX Studio employs its own professional researchers and relies on independent third parties to help make UX Studio partners' products and services easy to use and transparent and to provide the greatest possible user experience. These third parties are none other than the Testers.
- 1.3. The Present Agreement governs the relationship established between UX Studio and the Tester in connection with the research.

2. Definitions

- 2.1. If not provided otherwise by present Agreement the following terms shall be interpreted as it is described hereunder:

Partner

means the clients and principals of UX Studio for whom it conducts the research

Researcher

means those employees of UX Studio who coordinate the research and analyze its result

Research

means the process coordinated by the Researcher during which the Researcher contacts the Tester and observe the Tester's behavior and asks for the Tester's opinion of the Partner's product or service by taking into account the aims of the research set by the Partner and the intended purpose of the product or service and the result of which will be analyzed and forwarded to the Partner

Advertisement

a call published by UX Studio on various social media and other platforms to recruit Testers to participate in Research

3. Conclusion of the Agreement

- 3.1. The process of concluding the Agreement begins with the application of the Tester for the Advertisement. The Tester may indicate his / her intention to participate in the Research by filling in the form included in the Advertisement and providing the information contained therein.
- 3.2. However, the application of the Tester for the Research does not constitute a contractual obligation for UX Studio, therefore no contractual relationship has yet been established between the parties. The contractual relationship is established if UX Studio selects and contacts the Tester for the Research.
- 3.3. It is also a condition of concluding the Agreement that the Tester accepts the provisions of this Agreement already when submitting his / her application and, if the Tester is selected then, signing of a statement consenting to the conduct of the Research and the processing of his/her personal data, and - if the partner requests – a confidentiality statement.

4. Adding the Tester to a database

- 4.1. When applying for the Research the Tester may express his/her intention to participate in future research. However expressing the intention does not constitute a contractual relationship between the parties, the Tester may participate in future Research if UX Studio selected the Tester and an agreement was concluded in accordance with the provisions of Section 3. above. This intention may be indicated by the Tester by ticking the checkbox on the application form placed in the Advertisement and by accepting the provisions contained in the Privacy Policy of UX Studio.
- 4.2. If the Tester - in accordance with Section 4.1. – expressed his / her intention to participate UX Studio will record the data of the Tester in its database and, if the Tester meets the criteria for any future Research based on the data provided by the Tester, UX Studio will contact him/her whether he/she really wishes to participate in the Research.
- 4.3. If the Tester accepts the offer of UX Studio and wishes to participate in the Research, the legal relationship between the parties – with the exception of present Section 4 – shall be governed by the provisions of the Agreement.
- 4.4. The data processing related to the inclusion in the database is governed by Section 7 of this Agreement and the Privacy Policy of UX Studio.

5. Rights and obligations of the parties

- 5.1. The Tester is obliged to provide real and true data when applying for the Research. If it is established that the Tester has provided false information, UX Studio has the right to exclude the Tester from the Research and therefore UX Studio shall not be liable for any damages incurred on behalf of the Tester.
- 5.2. The Tester is obliged to provide and ensure the technical and material conditions necessary for the conduct of the Research. The latter means that in case of a remote Research made through video call the Tester shall ensure that he/she has an eligible internet connection and the availability of a high-quality camera and audio system (microphone) for video recording. If for the first time when UX Studio attempts to contact the Tester, it turns out that the Tester cannot provide the appropriate technical and material conditions, UX Studio will once provide the Tester with the opportunity to ensure the appropriate conditions and tries to contact the Tester again. If the second contact fails, UX Studio reserves the right to exclude the Tester from the Research.
- 5.3. The Tester warrants that if the Research is conducted in a foreign language, i.e. not in his / her mother tongue, he/she knows, understands and speaks the language in which the Research is conducted at an appropriate level. If it turns out that the Tester's language skills are not sufficient to conduct the Research when UX Studio first contacts the Tester, UX Studio has the right to refuse the participation of the Tester in the Research.
- 5.4. During the Research, the Tester is entitled to ask UX Studio to pause the Research. The Tester is entitled to request this 2 times during a given Research.
- 5.5. The Tester is entitled to withdraw his/her participation in the Research after the commencement of the Research. In this case, UX Studio shall not be obliged to provide remuneration for participation in the Research, and the Tester shall not be entitled to claim it.
- 5.6. If UX Studio has agreed to provide consideration for participating in the Research, UX Studio shall provide the consideration to the Tester upon the successful completion of the Research. For the purposes of this Agreement, it is considered a successful Research if UX Studio is able to successfully complete all points of the research program it has planned with the Tester.
- 5.7. Shall the Research fail for any reason attributable to the Tester, in particular due to deficiencies in material or technical conditions or language skills, or due to false data provided by the Tester, UX Studio is entitled to exclude the Tester from the Research. In this case, UX Studio shall not be liable for any damages or, if it has undertaken to provide compensation for the Tester's participation in the Research, UX Studio is not obliged to provide it.
- 5.8. UX Studio is obliged to process the personal data provided by the Tester through appropriate technical and organizational measures and to prevent them from unauthorized access.

- 5.9. With exception of the video recording made of the Tester or audio recording about the test or the interview or recording of the Tester's screen, UX Studio is not entitled to transmit the personal data of the Tester to the Partner. The data relating to the Tester may be transmitted to the Partner only in such a way that the identity of the Tester cannot be deduced from them.

6. Consideration

- 6.1. UX Studio may, in its sole discretion, provide consideration to the Tester for participation in the Research. The consideration is never cash or a cash substitute. In return, UX Studio will only provide the Tester with a voucher redeemable for any product or service. If, under the laws of the Tester's residency, any tax liability is charged to the consideration received from UX Studio, the fulfillment of any tax liability is the responsibility of the Tester, and no claim for reimbursement may be made against UX Studio regarding this.
- 6.2. If UX Studio has not specified a consideration for participating in the Research, the Tester shall not be entitled to make any claim against UX Studio in connection with the Research.
- 6.3. UX Studio always informs the Tester in advance before starting the Research whether the Tester shall be entitled to any consideration for participating in the Research.
- 6.4. UX Studio is not obliged to provide compensation or the Tester is not entitled to demand compensation if:
- it is proved that the Tester provided false data when applying for the Research;
 - the Research could not be carried out for reasons attributable to the Tester;
 - the Tester breaches the provisions of this Agreement, in particular the provisions of Sections 7, 8 and 11

7. Privacy

- 7.1. The legal ground for the processing of personal data related to this Agreement is the conclusion and the fulfillment of this Agreement, as well as keeping contact for the implementation of the cooperation. The parties acknowledge that they are considered to be data processors in respect of personal data relating to them and sent to the other party for a specific purpose (especially the fulfillment of this Agreement and to keep contact) and in the course of their data processing activities, other data processors are not used in accordance with the applicable data protection legislation. The parties shall process the personal data which became known to them in respect of the other party in accordance with the provisions 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, hereinafter as: "**GDPR**") and Act CXII of 2011 on information self-determination and freedom of information ("**Infoact**") and other laws on data protection and confidentiality and neither during the existence of this Agreement nor thereafter shall they use the data for other purposes than in connection with the relationship established by this Agreement without the permission

of the other party and they shall not use the data for their own use or for other third parties' purposes or make them accessible to third parties.

- 7.2. Further information on processing of personal data by UX Studio may be found in the Privacy Policy of UX Studio which is available at:

https://uxstudioteam.com/website/wp-content/uploads/2020/06/privacy_policy_research.pdf

- 7.3. Within the scope of their activity, the parties are obliged to ensure the security of the data and to take the technical and organizational measures necessary to enforce GDPR and the Infoact and other laws on data processing and confidentiality. The parties shall protect the personal data provided by the other party by appropriate measures, in particular against unauthorized access, alteration, transmission, disclosure, deletion or destruction, and against accidental destruction and damage.

8. Confidentiality

- 8.1. The existence of this Agreement and any facts, information, other data, and any other information related to the operation and activities of UX Studio or the Partner, or any fact, information, other data or collection made from the latter which is related to the activity and the obtaining, utilization of which or its disclosure to others would be detrimental to or would jeopardize the legitimate economic, financial, market or security interests of UX Studio or the Partner constitutes a business secret of UX Studio and the Partner. In this regard, business secrets include, but are not limited to: a) know-how, b) software source codes, c) information about UX Studio's employees, programmers, partners, suppliers d) information regarding the financial and other business operations and transactions of UX Studio and the Partner e) research methods of UX Studio
- 8.2. The Tester is bound to use and process the secrets to which he/she is aware of in accordance with the applicable legislation and the provisions of this Agreement. The Tester affirms that, in the context of his/her duty of confidentiality, he/she shall not unfairly use, disclose, transfer, make available or publish information to any unauthorized person.
- 8.3. The Tester keeps the contents of this Agreement confidential for an unlimited period of time and shall not disclose it to any third party without the prior written consent of UX Studio.
- 8.4. The obligation of confidentiality shall continue to apply indefinitely after the termination of this Agreement for any reason and shall remain fully effective.
- 8.5. An exception to this requirement is the disclosure of any of the above details by the Tester in order to meet a statutory obligation. The Tester shall inform UX Studio promptly of any disclosure of the aforementioned information to a court or authority upon a lawful request by a court or other authority acting within its jurisdiction.
- 8.6. Confidentiality does not limit the right of the Tester to inform his / her professional legal adviser and / or accountant of this Agreement and its contents provided that it extends

the obligation of confidentiality to such persons. The Tester shall be responsible for the privacy and confidentiality of his / her professional legal counsel and accountant as his/her own.

- 8.7. The Tester confirms that he/she considers the provisions of Section 4 of Act LVII of 1996 on the Prohibition of Unfair Market Practices and the Restriction of Competition as binding and that he/she is aware of the provisions of Section 1 Subsection (1) of Act LIV of 2018 on the protection of business secrets (hereinafter as: "**Act on Secrets**"), and is familiar with the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information and the Act on Secrets regarding business secrecy and sanctions applicable to its breach. The Tester further declares that he/she is aware of the provisions regarding violation of business secrets of Act C of 2012 on the Criminal Code and the Act on Secrets.
- 8.8. The Tester acknowledges that, in addition to other legal consequences, he/she shall be liable for damages in case of the breach of the confidentiality rules detailed in this section. The Tester shall indemnify UX Studio if the Partner makes any claim against UX Studio for breach of the Tester's confidentiality obligations.

9. Intellectual property

- 9.1. For the purposes of this Agreement, intellectual property is the development of copyright works and other intellectual property, as well as inventions, usage patterns and designs, working methods, training and sales materials, computer programs, procedures, patents, trademarks, all copyrighted works and know-how as well as any works subject to intellectual property laws (hereinafter referred to as "**Intellectual Property**").
- 9.2. The product or service tested by the Tester during the Research is considered the Intellectual Property of the Partner.
- 9.3. Any and all rights related to the Intellectual Property ("**Intellectual Property Rights**") created in connection with the Partner's product or service, directly or indirectly, belong to the Partner without exception.
- 9.4. Pursuant to this Agreement and by participating in the Research, the Tester acquires the right of use for the Partner's Intellectual Property only for the duration of the Research. The Tester is not entitled to utilize, resell, further develop the Intellectual Property or grant the right of use to a third party, decrypt the source code of the Intellectual Products, etc.
- 9.5. The Tester shall be liable for damages for the violation of the provisions of this section, and if the Partner makes any claim against UX Studio due to the Tester's breach of obligations, it shall indemnify UX Studio in full.

10. Termination of the Agreement

- 10.1. The Present Agreement is effective from the date it is published and enters into force regarding the relationship between the parties when the Tester accepts its provisions as binding.

- 10.2. The present Agreement may be terminated:
- by mutual agreement between the Parties;
 - withdrawal;
 - upon notice of immediate termination by either party;
 - by breach of the clauses in Section 7., 8. and 9. of this Agreement
- 10.3. The parties may withdraw from the present Agreement at any time before the commencement of the Research.
- 10.4. The Party whose rights were violated shall have the right to terminate this Agreement by written notice to the other party with immediate effect in the event of a serious breach by the other party of its material obligation under this Agreement.
- 10.5. The Tester is entitled to terminate the Agreement with immediate effect if:
- in case of the stipulation of consideration, UX Studio fails to provide the consideration
- 10.6. UX Studio may terminate the Agreement with immediate effect if:
- the Tester refuses to participate in the Research with no reason
 - it is proved that the Tester provided false data when applying
 - the Tester is not able to provide the material and technical conditions necessary for the conduct of the Research
 - the Tester breach the obligations described in Section 7., 8. and 9. of this Agreement
- 10.7. The provisions of Section 7., 8., and 9. shall be effective for an indefinite term even after the termination of the present Agreement for any reason.

11. Miscellaneous provisions

- 11.1. The fact that any provision of this Agreement is held to be invalid or is likely to become invalid in the future shall not affect the validity of this Agreement as a whole. The remaining parts shall be construed and enforced without regard to partial invalidity. In such a case, the parties are obliged to enter into negotiations in good faith in order to replace the provision with the solution closest to the economic concept of both parties. The same procedure shall apply in the event if this Agreement does not govern a matter.
- 11.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior representations, consultations and agreements between the parties with respect to the subject matter hereof.
- 11.3. Shall UX Studio fail to exercise any or all of its rights under this Agreement, will not constitute a waiver of such rights.
- 11.4. UX Studio does not apply a term in this Agreement that differs materially from the law or standard contractual practice, or any term that differs from any terms previously applied

between the Tester and UX Studio. With respect to the aforesaid, the Tester will not be notified separately.

- 11.5. In the event of their disputes arising from this Agreement, the Parties shall try to resolve the problems arising primarily by negotiation. If no agreement is reached within a reasonable time to resolve the dispute arising from this Agreement, the Parties set out the jurisdiction of the courts of Hungary and agree to resolve any disputes arising out of, or in connection with the breach, termination, validity or interpretation of this Agreement, depending on the value of the dispute before the court having competence specified by Act CXXX of 2016 on Civil Litigation Procedures.
- 11.6. In matters not regulated by this Agreement, the laws of Hungary, in particular the provisions of Act V of 2013 on the Civil Code and other relevant laws shall prevail.