

Fighting Falcon Software Limited Liability Company

TERMS AND CONDITIONS

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1. GENERAL PROVISIONS

- 1.1. These general terms and conditions (hereinafter referred to as the "**Terms**") are issued by **Fighting Falcon Software Limited Liability Company** (registered office: 8258 Badacsonytomaj, Bercsényi utca 1., company registration number: 19-09-523431; registered by: Court of Registry of the Veszprém Regional Court; tax number: 29018587-2-19; e-mail address: training@dotnetfalcon.com; represented by: Ákos Nagy; hereinafter: "**Service Provider**") and gitlab.dotnetfalcon.com and students.dotnetfalcon.com websites (hereinafter collectively referred to as "**Platform(s)**" or "**Service Provider Platform(s)**") and the conditions of use of educational services provided or related through the above (hereinafter referred to as the "**Service(s)**") and govern the contract concluded for the provision of these Services (hereinafter referred to as the "**Assignment Agreement for the Provision of Teaching Activities**") in accordance with the provisions of clause 10.2.
- 1.2. The Terms and Conditions qualify as general terms and conditions pursuant to Section 6:77 of Act V of 2013 on the Civil Code (hereinafter: "**Civil Code**"). By accepting the Terms, a contract is concluded between the Service Provider and the users using the Service Provider's Services through the Platform or otherwise (hereinafter referred to as "**User(s)**"). By using the Service or accepting the Terms, the User declares that he/she has read and accepted the contents of these Terms and has consented to and agrees to their application in the legal relationship(s) between the parties.
- 1.3. It should be emphasized that these Terms are intended specifically to govern the use of content (hereinafter referred to as "**Content**" or "**Content**") and Services provided on the Platform. These Terms shall be interpreted in accordance with what is written on the Platform. The current price and other conditions of individual trainings and service packages (hereinafter collectively referred to as "**Training(s)**" or "**Training(s)**") not specified in these Terms and Conditions are set out in the contract for the performance of Teaching activities.
- 1.4. The Service Provider reserves the right to modify the Terms and Conditions with regard to its existing contractual obligations. Please review the Terms regularly to be aware of any changes and to review new information.

2. TERMS OF USE, LIABILITY

- 2.1. Users may use the Platform exclusively according to their purpose, i.e. ordering and using educational Content, as well as for the purpose of informing and contacting the Service Provider's activities and Services.
- 2.2. The Service Provider shall make every effort to ensure that the materials placed on the Service Provider's Interfaces are free of viruses and other harmful programs. At the same time, the Service Provider excludes its liability for any perceived or actual damages arising from the use or inability to use the Service Provider Interfaces or incurred by Users during the use of the Service Provider Interfaces. In addition, the Service Provider shall not be liable for any perceived or actual damages or inconveniences resulting from inaccurate information, lack of expected user experience, technical or other disturbances, improper settings. The User uses the Service Provider Interfaces solely at his/her own risk.
- 2.3. The Service Provider shall not assume any liability if the Service Provider Interfaces or the Content available on them are not available in the User's system due to compatibility or other errors, or if their proper cooperation with the applications, browsers and software intended to be used by the User is

not or is not properly ensured. The Service Provider shall not be liable for any perceived or actual damages, delays or inconveniences incurred by the User as a result.

- 2.4. Service Provider Interfaces may contain connection points (so-called hyperlinks or hyperlinks) that provide automatic connections to other Internet websites. The Service Provider Interfaces only provide access to the related websites, however, the Service Provider does not assume any obligation or liability of any nature for these websites or the information placed on them, their accuracy, error, absence or virus-free, even if an employee, agent or representative of the Service Provider has reviewed or approved the placement of hyperlinks to such other websites on the Service Platforms. It should be emphasized that you can find information about the data processing, the placement and operation of cookies performed through these websites on the website concerned or its operator, for which the Service Provider is not responsible.
- 2.5. In the event of any violation or breach of these Terms by the User, the User may be temporarily or permanently excluded from the Service by terminating the contractual agreement between him and the Service Provider by termination or termination with immediate effect, or his/her user account on the given Service Provider Interface may be suspended, as well as, having regard to the circumstances of the particular case, proceedings under civil, criminal or other legislation may be taken against him can be initiated.
- 2.6. The Service Provider reserves the right to modify or terminate the Service Provider Interfaces and the Services – taking into account its existing contractual obligations – and is also entitled to do so unilaterally, including but not limited to terminating, temporarily suspending, modifying (for example: changing tariffs), the availability (domain address), design, design of the Service Provider Interfaces and the available Content changes. The Service Provider shall, if possible, inform Users using the Services at the time of the modification in advance of the above significant changes (including, in particular, the termination of the Service Provider Interfaces or any of them, changes in their availability, changes in remuneration and payment conditions).

3. USE OF CONTENT AVAILABLE ON THE PLATFORM

- 3.1. Use of the Platform is subject to registration and Content and Services related to the Platform are available after registration. In order to complete the registration, it is mandatory to provide the data listed in the Service Provider's Privacy Policy. After registration, Users may access their user profile (account) on the Platform and use the Services available through each Platform.
- 3.2. There is no code of conduct to which the Service Provider submits with respect to the Services under these Terms.

4. PROVISIONS ON ADULT EDUCATION CONTRACTS

- 4.1. In accordance with Act LXXVII of 2013 on Adult Education ("**Fktv.**") and Act No 11/2020 (II.7) on the implementation of the Act on Adult Education Government Decree ("**Adult education legislation**"), this clause of the Terms contains the rules governing the use of Trainings by Users and the related rules on the adult education contract between the Service Provider as an adult educator and the User as the user of the adult education service.
- 4.2. The following information regarding the Trainings and the Content are provided on the Service Interfaces, information about courses and education (courses, training materials), the contract for the assignment of the Educational activity / any further contract between the User and the Service Provider

(individual agreement) which constitute an integral part of the adult education contract between the Parties. This information shall include:

- 4.2.1. the name and number of hours of the Trainings;
 - 4.2.2. The planned start and end date of the Trainings by year, month and day, taking into account the inclusion of previously acquired knowledge and the schedule of its progress broken down by units of curriculum;
 - 4.2.3. the method of monitoring and evaluating performance during the Training;
 - 4.2.4. the extent of the permitted absence and the consequences for the person participating in the Training if it is exceeded;
 - 4.2.5. the level and method of payment of the training fee, taking into account the inclusion of prior knowledge and the timetable for payment of the training fee in proportion to the completion of the training;
 - 4.2.6. the consequences of the breach of contract between the person participating in the Training and the Service Provider as an adult educator.
- 4.3. Unless otherwise specified in the contract for the performance of educational activities / any further contract (individual agreement) between the User and the Service Provider or the descriptions, courses and educational materials indicated on the given Service Platform, with regard to the applicable Adult Education Legislation, the Service Provider as an adult education provider and the User as a user of the adult education service With regard to an adult training contract, the following provisions shall apply:
- 4.3.1. for completing the Trainings provided by the Service Provider and for reviewing and learning the Contents, in case the User has fulfilled the requirements of the Training, a certificate acknowledging the fulfillment of the requirements of the Training will be issued;
 - 4.3.2. there is no exam associated with Training and Content;
 - 4.3.3. Training and Content were not supported by budgetary or EU funds;
 - 4.3.4. within the framework of the Trainings or otherwise, the Service Provider does not provide scholarships;
 - 4.3.5. the Service Provider shall not charge any additional fee or cost to the User on any grounds other than those indicated in the contract for the performance of the Educational activity / any further contract (individual agreement) between the User and the Service Provider;
 - 4.3.6. the Parties are entitled to conclude the above individual agreements orally or electronically, including contracts concluded not only in accordance with the manner prescribed in Section 6:7 (3), if the conclusion of such contracts is not excluded by law or stricter formalities are imposed.
- 4.4. Unless otherwise specified in the contract for the performance of the Educational activity / any further contract between the User and the Service Provider (individual agreement) or in the descriptions, courses and educational materials indicated on the relevant Service Platform, the following provisions shall prevail between the Parties with regard to the above:
- 4.4.1. the performance during the Training shall be verified by the Service Provider orally or electronically (including, in particular: by e-mail), and shall also be evaluated orally, electronically (including, in

particular: by e-mail) or in writing at the request of the User. The evaluation briefly summarises the areas to be improved and any recurring errors of the User, but no grades are given;

- 4.4.2. the extent of the permitted absence and the consequences for the person participating in the Training if it is exceeded: maximum 10 absences within 2 months, in case of more than this absence, the Service Provider is entitled to exclude the User from the training and apply the legal consequences according to the provisions of the contract for the performance of the Educational activity / any further contract between the User and the Service Provider (individual agreement);
- 4.4.3. the amount of the training fee is specified in the contract for the performance of educational activities / in any further contract (individual agreement) between the User and the Service Provider. This definition takes into account the knowledge already acquired by the User and the schedule of completion of the relevant Training;
- 4.4.4. in the event of a breach of contract between the person participating in the Training (User) and the Service Provider as an adult educator, the other Party is entitled to demand the performance of the User / Service Provider / the other Party in accordance with the contract with an additional deadline of 8 days in writing (by e-mail).

5. LEGAL WARRANTY

- 5.1. The Service Provider warrants that no third party has any rights on the Platform or the Content that hinder or restrict their use, use or access by the User.

6. SCOPE OF THE CONTRACT, BREACH

- 6.1. The contract under these Conditions is concluded for a fixed period according to the provisions of the contract for the performance of educational activities / any additional contract between the User and the Service Provider (individual agreement).
- 6.2. In the event of a serious (substantial) breach of these Terms by the User, the Service Provider is entitled to unilaterally exclude the User from participation in the Training and to apply other legal consequences in case of breach of contract according to the provisions of the contract for the performance of the Educational activity / any further contract between the User and the Service Provider (individual agreement).
- 6.3. In relation to the legal consequences described in clause 6.2, a serious (material) breach of contract shall be considered to be a breach of the following provisions:
 - 6.3.1. failure to pay contractual fees;
 - 6.3.2. repeated violations of class cancellation rules in the case of Training Contracts;
 - 6.3.3. infringement of the intellectual property of the Service Provider or – in the case of works created by another person lawfully used by it – of another person, or violation of the above warranty of the Service Provider;
 - 6.3.4. unauthorised reference use;
 - 6.3.5. breach of legal obligations governing the protection of personal data;
 - 6.3.6. breach of confidentiality obligations.
- 6.4. The contract under these Terms shall be terminated upon termination or death of the Service Provider or User without legal successor.

- 6.5. The termination or termination of the contract under these terms and conditions in any way – unless otherwise agreed by the Parties – shall also terminate all other agreements between the Service Provider and the User related to the Service written in the given contract.

7. CONTACTS

- 7.1. Any declaration related to the contract between the Service Provider and the User shall only be valid and legally valid in writing if it is sent by the Service Provider or the User by e-mail or registered post with acknowledgement of receipt, or handed over in person or by courier. Unless otherwise agreed by the Service Provider or the User, individual contractual statements may also be made electronically (especially by e-mail), however, only the Service Provider is entitled to unilaterally modify the Conditions, while the contract for the performance of the Educational activity / any additional contract between the User and the Service Provider (individual agreement) they may be modified only in writing (not including electronic means) or, in the absence of express agreement between the Service Provider and the User, electronically. Unless otherwise agreed, the Service Provider and the User shall communicate with each other through the contact persons and contact addresses indicated by them; in the event of any change thereto, that Party shall immediately inform the other Party.

8. CONFIDENTIALITY

- 8.1. The Service Provider and the User are obliged to disclose the business secrets obtained during their contractual cooperation, as well as non-public data and information, facts, information, other data and compilations related to the activities of the other Party (hereinafter collectively referred to as "**Confidential Information**") without time limit, unless the Party concerned is obliged to disclose the Confidential Information by law, court or official decision. Furthermore, it does not constitute a breach of confidentiality if it is possible to provide Confidential Information in accordance with these Terms and applicable law (including, without limitation, submitting a complaint or other request to a competent authority).
- 8.2. The Service Provider and the User shall not disclose the Confidential Information to third parties or make it available to such persons in any other way without the express consent of the other Party, neither during the term of the contract between them nor after the termination of this contract for any reason, including the exceptions and opportunities specified in the above clause.
- 8.3. In the event of a breach of the confidentiality obligation set out in this section, the Service Provider is entitled to apply the legal consequences set out in Section 6.2, furthermore, it is entitled to enforce a claim for damages against the User who violates the confidentiality obligation, as well as to enforce other rights arising from the breach of confidentiality obligations.

9. INTELLECTUAL PROPERTY LAW, REFERENCE AND DATA PROTECTION

- 9.1. The Service Provider reserves the right to change the content, structure and image of the Service Provider Interfaces, including the suspension or termination of the Service Provider Interfaces and the services provided through them, on which the Service Provider is unilaterally entitled to decide. However, the Service Provider shall inform the User in contractual relationship with it in advance about any suspension or termination or significant changes affecting the usability of the Service Interfaces.
- 9.2. The User is only entitled to use the Service Provider Interfaces in accordance with these Terms and other conditions available on the Service Provider Interfaces, in accordance with the mutual agreement between the Parties (individual contract). Any violation or circumvention of these rules (for example:

use of the given profile or account by an unauthorized number of persons or persons exceeding the previously authorized ones) shall result in the right of the Service Provider to apply the legal consequences set out in Section 6.2, and the User shall be liable for the entire damage caused by the above violation.

- 9.3. All trademarks (brand names, logos, etc.) and other intellectual creations (e.g. design elements) used on Service Provider Interfaces are owned by the Service Provider or used by the Service Provider with the permission of the rightholder. The User is entitled to use these intellectual creations – beyond making the Service Provider Interfaces available to the extent necessary for normal operation and performing the contract between the Service Provider and the User – only with the prior written permission of the Service Provider.
- 9.4. Each Party further agrees to refer to the other Party as a reference only with the prior permission of that other Party in accordance with pre-agreed wording and reference material.
- 9.5. More information on the processing of personal data by the Service Provider and on the data protection rights and legal remedies of data subjects can be found in the Service Provider's Privacy Policy, which is available on the Service Provider Interfaces.

10. OTHER PROVISIONS

- 10.1. Any modification of the contract between the Parties under these Terms and Conditions shall only be valid in writing – including by agreement of the Parties otherwise or, in the absence of legal limitation, electronically (by e-mail) – by mutual agreement of the Parties, however, the Terms may be amended on the basis of a unilateral decision of the Service Provider in the absence of a different provision of the Terms and in the absence of legal restrictions.
- 10.2. If the Parties conclude an individual agreement (individual contract) in connection with the given Training and the related Content / the Service Provider concludes an assignment contract for the performance of Educational activities, then in case of conflict between these Terms and the provisions of this agreement, the provisions of the individual agreement (individual contract) / Assignment contract for the performance of educational activities shall prevail.
- 10.3. Matters not regulated in these Terms shall be governed by Hungarian law.
- 10.4. In the event that any provision of the Terms or of the individual contract between the Service Provider and the User is invalid for any reason, it shall not affect the other provisions of this contract or the Terms or any further agreement between the Parties, and the Parties shall immediately amend the invalid provision with a valid provision that best corresponds to the original contractual will of the Parties.
- 10.5. The Parties mutually exclude the application of Sections 6:63 (5) and 6:67 (3) of the Civil Code.