

## General Terms and Conditions

Impact-works.thinkific.com is an online educational interface through which Impact Works Kft. provides access to its training materials for registered Users who have paid the purchase price. Impact Works Kft. establishes a connection between the trainers with the Users, thus widely facilitating the flow of information between the parties.

All content on the online interface created by Impact Works Kft., especially, but not exclusively, software and technology provided by Impact Works Kft., design elements, text elements, graphics, logos, links, animations, videos, illustrations, sound files, images, etc. implemented on the interface ('content provided by Impact Works Kft.') are the property of Impact Works Kft. and are protected by copyright.

These General Terms and Conditions (GTC) obligatorily stipulate for all Users using the services of Impact Works Kft. the Terms and Conditions for the use of the services of Impact Works Kft.

These General Terms and Conditions (hereinafter: 'General Terms and Conditions' or 'GTC') contain the terms and conditions of using impact-works.thinkific.com operated by Impact Works Kft. (1143 Budapest, Radovic Dusan köz 5. 1st floor. Reg. no. 01 09 867150, hereinafter: the 'Operator') and the online services (hereinafter: the 'Service') of Impact Works Kft. (hereinafter: 'Impact Works Kft.') accessible at impactworks.hu.

With the explicit declaration made during the registration or the purchase, as well as with the use of the Service, an online agreement is concluded between the User and Impact Works Kft. in accordance to 15. § (4) of the Act on certain issues of electronic commerce activities and information society services ('Act on E-Commerce'). This Agreement is concluded for an indefinite period of time.

Impact Works Kft., as the operator of impact-works.thinkific.com, reserves the right to revise these General Terms and Conditions unilaterally, however, the Service Provider will inform the Users about the change as soon as possible in the form of a notice. The notice may be included on the interface of Impact Works Kft. dedicated for this purpose and/or in the newsletter sent by it and/or in the notification sent to the User to the email address provided in their User Account. The continued use of the Service after the revision of the GTC shall constitute acceptance of the changes made to the GTC.

### REGISTRATION:

The use of the services of Impact Works Kft. is subject to registration, in the framework of which the User registers with an email address and a unique password of his choice.

By registering in the system of Impact Works Kft., the User:

- accepts **these General Terms and Conditions without any further acts** and recognize them as binding on them;
- declares that their **ability to enter into this agreement** is not subject to any restrictions,
- declares that they **comply with the rules of Hungarian law** when using the services, in particular, but not limited to, the legislation on intellectual property, copyright and personal privacy;
- agrees to the sharing of data and information related to the training in a closed group.

The registered person is solely responsible for the accessibility of the username and password provided during registration. Impact Works Kft. shall not be liable for the unauthorized use of the username and password by a third party or for the resulting damages. The right to use the username and password is non-transferable; after logging in the logged in registered user is responsible for all actions performed after logging in and all consequences arising therefrom, regardless of whether the person who actually logged in was themselves or another person using their user right. The Service Provider and the User are obliged to notify immediately to the email address [webinar@impactworks.hu](mailto:webinar@impactworks.hu) if they notice that their user right is being used by an unauthorized person without authorization.

### LIABILITY:

Each User is responsible for the statement published during the use and its own conduct, Impact Works Kft. shall not be liable for any conduct of any User.

The contents appearing on the online interface of Impact Works Kft. may also provide access to other online interfaces. Impact Works Kft. shall not be liable for any damage resulting from transferring to these surfaces. Before transferring, the User is obliged to make sure that it is secure and to ensure the protection of their personal data.

We do not check in advance the links shared on the website, and Impact Works Kft. shall not be liable for any problems arising from the sharing of the links, such as the veracity or the authenticity of the link.

It should be noted that during the use of training materials external links may expose Users to risk, as their content may be offensive or otherwise dangerous to them, racist or contrary to good morals.

The website or the training material may provide direct access to websites that are at the disposal of a third party.

Impact Works Kft. explicitly does not support any external websites and those are not under its control, so the User must take any necessary security measures.

The training material shall only be used legally, ignorance of the rules does not absolve the User from liability.

#### PROCESSING OF DATA:

Impact Works Kft. processes the data provided by the Users during registration, payment of fees and use of the services in a manner that ensures confidentiality; it shall disclose it only on the basis of its statutory obligation and only to the competent court or authorities.

Impact Works Kft. guarantees that it processes the personal data of Users in compliance with and in accordance with the legislation in force at any time, in particular the legislation on the right to informational self-determination and freedom of information and the GDPR.

The User is obliged to keep the data provided during registration up to date. By

registering, Users agree to:

- having their data registered by Impact Works Kft. for the purpose of maintaining the register of registered Users and for communication;
- having their data processed by Impact Works Kft. for the purpose of the development of its own business offers and performing market research activities, however, Impact Works Kft. guarantees that in the course of such processing, third parties may access any market research or business material only without identifying User data;
- Impact Works Kft. to use an automated system for establishing direct contact with registered persons for the purpose of direct marketing, information, public opinion survey and market research;
- Impact Works Kft. to forward to them direct marketing and information materials.

In addition, all users of the services of Impact Works Kft. guarantee that they process the personal data that has come to their knowledge in compliance with and in accordance with the legislation in force, in particular the legislation on the right to informational self-determination and freedom of information and the GDPR.

#### INFRASTRUCTURE:

In order to be able to provide its services to the Users at the highest level, Impact Works Kft. performs regular maintenance on its online interface, which may result in the restriction or suspension of the service. Impact Works Kft. performs maintenance work at regular intervals, preferably between 20.00 and 06.00, the duration of which may not exceed a maximum of 5 working days per occasion. Impact Works Kft. shall not be liable for any damage associated with maintenance.

In addition to regular maintenance, Impact Works Kft. operates a technical problem reporting service at the following email address: [webinar@impactworks.hu](mailto:webinar@impactworks.hu) Errors reported through the given email address will be recorded by Impact Works Kft. and the company undertakes to address them as soon as possible.

Users are responsible for ensuring that their own software and hardware is in a condition suitable for the use of the service.

Impact Works Kft. shall not be liable for any stuttering or interruption of the service and any resulting damage that occurred due to technical or infrastructural reasons that are outside its control (e.g. power outage, etc.) and that occurs between 20.00 and 06.00 due to maintenance work carried out during this time.

#### TERMINATION OF THE AGREEMENT:

This Agreement is terminated if the User deletes themselves from the registered Users of Impact Works Kft. or if the User ceases to exist.

Either Party shall have the right to terminate this Agreement with immediate effect if the other Party is in serious breach of their obligations under these Terms and Conditions.

Upon termination of the Agreement, the copyright of the training materials uploaded to the surface of Impact Works Kft. remains the property of Impact Works Kft., however, Impact Works Kft. will continue to provide access to the User who has previously purchased the training material in question. The User who has previously purchased the training material shall not have the right to record, copy, transfer, reproduce the training material, provide access to the training material to an unauthorized person, or make any changes to the training material.

#### MISCELLANEOUS PROVISIONS:

##### Obligation to cooperate:

The Parties shall cooperate through their contact persons within the scope of these Terms and Conditions, and shall without delay inform each other of any material circumstances affecting this Agreement and of any changes thereto.

##### Waiver

Waiver of the right granted by these Terms and Conditions may only be made in writing. Failure to enforce any right guaranteed by these Terms and Conditions will not be deemed to be a waiver.

##### Contact

The Parties declare that they accept contact by electronic mail (email) as the official means of communication.

Contact email address: [webinar@impactworks.hu](mailto:webinar@impactworks.hu)

##### Completeness – Partial invalidity:

These Terms and Conditions include all provisions binding on the Parties with respect to the services of Impact Works Kft. By accepting these Terms and Conditions, no other prior agreement or understanding between the Parties that are inconsistent with the purpose or object of these Terms and Conditions or that prevent the fulfillment of these Terms and Conditions shall be effective. If any provision of these Terms and Conditions becomes invalid or unenforceable, it shall not affect the validity or enforceability of the other Terms and Conditions, unless the Parties would not have entered into the Agreement without this provision.

##### Governing law, competent jurisdiction:

In matters not regulated in these Terms and Conditions, the provisions of Hungarian law shall apply, in particular Act V of 2013 on the Civil Code and Act LXXVI of 1999 on copyright. The Parties undertake to seek to settle amicably any disputes which may arise between them. If this does not lead to a result within 30 days from the date of the initiation of negotiations by either Party, the Parties shall submit to the exclusive jurisdiction of the Buda Central District Court or the Metropolitan Court to settle disputes arising from these Terms and Conditions.

#### Provisions relating to the Users

Following registration, the User gains access to the uploaded training materials for a fee, which can be viewed unlimited on the interface of Impact Works Kft., unless otherwise agreed by the parties. Impact Works Kft. is obliged to inform the User about the conditions of limited viewability before the purchase.

##### Liability:

The User may use the content viewed on the interface of Impact Works Kft., or any part thereof, only in accordance with the legislation on copyright and intellectual property, in particular Act LXXVI of 1999 on copyright. That is, among other things, the User may use the viewed materials or downloaded supporting materials exclusively for their own purposes, may not pass them on to third person, may not copy, reproduce, make them available to others or replay them in the presence of several persons. The infringing User shall be liable for any damage resulting from any copyright infringement, unless they can prove beyond reasonable doubt that the damage was caused by an unavoidable external cause (e.g. unauthorized access to their profile).

The User is responsible for their user account.

The User is obliged to notify without delay Impact Works Kft. if they detect the access of an unknown person and is obliged to take all security measures. Impact Works Kft. shall not be liable for any damage resulting from the non-compliance with obligations.

##### Payment of fees

The User can pay for the training material on the online interface of Impact Works Kft. by credit card payment. The User shall have the right to view the training material only if the consideration has been credited to the account of Impact Works Kft. Impact Works Kft. issues an invoice for the payment, which is sent electronically to the User. Delay or failure to issue an invoice will not be deemed to be a waiver of the fee.

#### Right of withdrawal

Impact Works Kft. draws the attention of Users to the fact that given that the Product – due to its nature – cannot be returned, as well as the 5. § d) of Government Decree 17/1999 (II. 5.) on contracts concluded between absentees, the right of withdrawal according to § 4 and § 5 of said Government Decree do not apply to the User. Under no circumstances will there be a refund after successful payment of the fee.