

# General Terms and Conditions

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## I. Company Details

### Planet Fanatics' Network Kft.

Registered Office: 1237 Budapest, Vízisport utca 58.

Company Registration Number: 01-09-929001

Tax Number: 14986334-2-43

Bank Account Number: 11720025-21445956-00000000

Account-holding Bank: OTP Bank

Representative: Szomolányi Katalin Mónika, Managing Director

## II. Scope and Acceptance of the GTC

The content of the contract concluded between the Client and the Service Provider (hereinafter jointly: the Parties) is determined by the relevant legislation, these GTC, and the occasionally concluded assignment agreement (hereinafter: Work Order). Accordingly, the GTC contains the conditions for the formation of the contract, the rights and obligations of the Parties, the payment terms, the rules regarding know-how, the general rules for the processing of personal data, the liability rules, the confidentiality rules, and the rules for the termination of the contract.

The Service Provider has made the content of these GTC available to the Client via the subpage <https://www.planetfanatics.hu/cegadatok/> on its website and in its offer prior to the formation of the contract.

During the performance period, the Service Provider shall make the current version of the GTC available to the Client upon request.

The Parties may deviate from these GTC by mutual agreement in the Work Order.

We inform the Client that the provisions of these GTC may differ from legislation or from the contractual practices previously applied between the Parties.

The effective date of these GTC is: July 10, 2025.

The Service Provider reserves the right to unilaterally amend the GTC. The Service Provider shall inform the Client of any amendment to the GTC via e-mail. The Service Provider ensures that the current text of these GTC is continuously available, retrievable, and storable for anyone at the address <https://www.planetfanatics.hu/cegadatok/>.

### **III. Formation and Subject of the Contract**

The contract between the Client and the Service Provider (hereinafter: the Contract) is formed upon the Client's valid order.

Based on the contract between the Client and the Service Provider, the Service Provider undertakes to provide the following services, including but not limited to:

- online sustainability consultation
- in-person sustainability consultation
- PR collaboration
- Professional article related to sustainability
- Thematic presentation related to sustainability
- Sustainability training for employees
- Thematic sustainability workshop
- Corporate sustainability for leaders training
- GHG inventory (Scope 1-2 calculation)
- Corporate sustainability-related policy
- Market research related to sustainability

(hereinafter collectively: the Service) as agreed by the parties, the detailed conditions of which are contained in the Work Orders. The Work Orders contain the description of the specific task, its schedule, and remuneration, as well as any deviations from these GTC.

The Work Order is considered signed by the Client even if the Client has placed a qualified or advanced electronic signature or stamp based on a qualified certificate on it.

Any form of inquiry or request for an offer from the Client does not in itself bind the Service Provider; the Service Provider's silence does not constitute consent or approval.

By placing a valid order, the Client acknowledges that:

- they are over 18 years of age and have legal capacity, and
- they are a representative of a business organization,
- and in all cases, they order the Service in the name of the business organization they represent, providing its real data and contact information.

The Client may not use the Service Provider's services to support any enterprise that engages in illegal activities or any other activity that the Service Provider deems immoral or otherwise objectionable.

If it comes to the Service Provider's attention that the data provided by the Client contains false elements, the Service Provider is entitled to refuse the order, retain any documentation prepared up to that point, and temporarily or permanently exclude the Client from its client base.

#### **IV. Rights and Obligations of the Parties**

The Service Provider declares and warrants that it possesses the necessary official permits and appropriate professional and legal knowledge to provide the service.

The Service Provider undertakes to act with the utmost consideration for the Client's interests during the performance of its obligations, in accordance with the Client's instructions. The Service Provider is obliged to draw the Client's attention in writing to any inexpedient or unprofessional instructions.

The Service Provider is entitled to use a third party to perform the service, with the provision that it is liable for the third party's performance as if it had acted itself. The Service Provider shall inform the Client of the identity of those actually participating in the provision of the service before performance begins.

If the Service Provider is unable to maintain the availability undertaken in the General Terms and Conditions due to the Client's delayed provision of information or other reasons beyond its control, the Service Provider is obliged to inform the Client of this immediately.

The Client is obliged to provide the necessary cooperation for the performance of the service to the Service Provider. The Client declares that they are aware of the rules of sending e-mails on the internet. The Service Provider assumes no responsibility for the content and data security of the data traffic generated during the use of the service. The Service Provider undertakes that the data and information provided by the Client will not be transferred to unauthorized third parties.

#### **V. Specific Conditions for Certain Service Types**

##### **Activities not falling under the scope of the Adult Education Act**

The services listed in Section III of these GTC are exempt from the scope of Act LXXVII of 2013 on Adult Education (hereinafter: Fktv.) based on the following reasoning. According to the information and its annex issued by the State Secretariat for Economic Strategy and Regulation of the Ministry for Innovation and Technology (ITM) regarding the amendment of the Fktv., workshops and demonstrative lectures are not targeted and are not aimed at competence

development and formation; consulting, consultation, and training are also not targeted and are not organized activities.

The annex to the information can be viewed at the following link:

<https://2015-2019.kormany.hu/download/4/ce/d1000/P%C3%A9ldat%C3%A1r.pdf>

## **VI. Payment Terms**

The Client is obliged to pay a service fee in exchange for the Service Provider's performance. If the Parties agree on a so-called pre-financed service, the service fee is due before performance.

The service fee includes value-added tax and mandatory charges. The service fee is calculated based on the scope of the ordered service. The Service Provider shall issue an invoice for the service fee and send it to the Client.

The Client shall pay the service fee by bank transfer based on the information on the invoice. The Client is obliged to settle the invoice by the deadline indicated on the invoice. In the absence of an indicated deadline, the deadline for transferring the service fee to the Service Provider is 8 (eight) days from the date of receipt of the proforma invoice by the Client.

## **VII. Know-how**

The Service Provider warrants that the rights lawfully acquired or exercised by the Client do not infringe upon the intellectual property rights of any third party.

For the purpose of developing its daily business operations, the Client acquires an exclusive, perpetual, worldwide, royalty-free right of use for all intellectual property created in connection with the services provided by the Service Provider.

The Parties expressly state that, in the absence of a different written agreement, the Client is only entitled to use the body of economic, technical, and organizational knowledge and experience learned as a result of the Service Provider's activities, which is not otherwise protected by other legislation, exclusively within the framework of its normal daily business operations.

The Client warrants in the signed contract and by accepting the GTC that the professional knowledge, consulting know-how, research methodology, and especially the data and information request forms provided during the ordering process by the Service Provider will not be transferred to any third party.

An exception to this is the Client's contracted partner who participates as an expert in the data and information provision processes.

## **VIII. General Rules for the Processing of Personal Data**

The Service Provider shall treat personal data that comes to its knowledge during the performance of the order confidentially, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter: GDPR), and according to its data processing notice.

The Service Provider's data processing policy is available at the following link: [https://planetfanatics.hu/wp-content/uploads/2020/01/PlanetFanatics\\_AdatvedelmiSzabalyzat.pdf](https://planetfanatics.hu/wp-content/uploads/2020/01/PlanetFanatics_AdatvedelmiSzabalyzat.pdf)

The Client acknowledges that during the cooperation of the Parties, the data and information transferred to each other and brought to each other's attention may have content that can be associated with specific natural persons, i.e., may qualify as personal data under the GDPR.

In the case of data processing related to the services provided by the Service Provider to the Client based on the order, the Service Provider qualifies as a data controller if the Service Provider determines the fundamental questions affecting the method of data processing (the scope of personal data processed, the duration of data processing, the scope of persons with access to the data). If, in addition to the purpose of data processing, the determination of the method of data processing also falls within the exclusive competence of the Client, then the Service Provider qualifies as a data processor in connection with these data processing activities.

In the event that one of the Parties acts as a data processor during the performance of the order, the Parties are obliged to conclude a written data processing agreement in accordance with Article 28 of the GDPR.

## IX. Liability Rules

### Cancellation Conditions and Deadlines

a. The Client is entitled to **cancel or reschedule any pre-arranged performance date** by simultaneously sending a written notification of the cancellation or rescheduling to the Service Provider, but is obliged to reimburse the material costs incurred in connection with that performance date (e.g., the fee for an external venue). The following deadlines apply to cancellation or rescheduling:

- In case of cancellation or rescheduling within 2 (two) working days following the valid order, the Client is obliged to pay a cancellation fee to the Service Provider equal to 20% of the service fee.
- In case of cancellation or rescheduling within 3 (three) to 4 (four) working days following the valid order, the Client is obliged to pay a cancellation fee to the Service Provider equal to 40% of the service fee.
- In case of cancellation or rescheduling within 5 (five) to 6 (six) working days following the valid order, the Client is obliged to pay a cancellation fee to the Service Provider equal to 60% of the service fee.
- In case of cancellation or rescheduling later than 6 (six) working days following the valid order, the Client is obliged to pay a cancellation fee to the Service Provider equal to 100% of the service fee.

b. If the order obliges the Service Provider to provide a **training or thematic presentation service**, the provisions of point a. shall apply with the following exceptions:

- In case of cancellation or rescheduling more than 6 (six) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 20% of the service fee.
- In case of cancellation or rescheduling within 6 (six) to 5 (five) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 40% of the service fee.

- In case of cancellation or rescheduling within 4 (four) to 3 (three) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 60% of the service fee.
- In case of cancellation or rescheduling within 2 (two) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 100% of the service fee.

c. If the order obliges the Service Provider to provide a **workshop or corporate policy service**, the provisions of point a. shall apply with the following exceptions:

- In case of cancellation or rescheduling more than 15 (fifteen) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 20% of the service fee.
- In case of cancellation or rescheduling within 15 (fifteen) to 9 (nine) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 40% of the service fee.
- In case of cancellation or rescheduling within 8 (eight) to 3 (three) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 60% of the service fee.
- In case of cancellation or rescheduling within 2 (two) working days before the performance date, the Client is obliged to pay a cancellation fee to the Service Provider equal to 100% of the service fee.

d. If the Parties agree on a **pre-financed service**, the provisions of point a. shall apply with the following exceptions:

- In case of cancellation or rescheduling within 2 (two) working days following the valid order, the Client is entitled to reclaim 80% of the pre-paid service fee from the Service Provider.
- In case of cancellation or rescheduling within 3 (three) to 4 (four) working days following the valid order, the Client is entitled to reclaim 60% of the pre-paid service fee from the Service Provider.
- In case of cancellation or rescheduling within 5 (five) to 6 (six) working days following the valid order, the Client is entitled to reclaim 40% of the pre-paid service fee from the Service Provider.
- In case of cancellation or rescheduling later than 6 (six) working days following the valid order, the Client is not entitled to reclaim the pre-paid service fee from the Service Provider.

e. If the Service Provider is unable to hold the performance date due to the illness of its consultant, even with the involvement of another consultant agreed upon with the Client, the Parties shall make a separate agreement on the performance of the contract.

### **Refund in Case of Pre-financed Service**

If the Parties agree on a pre-financed service, the Service Provider has a refund obligation to the Client in the following cases:

- if there is a delay exceeding 10 (ten) days due to the Service Provider's fault, 30% of the service fee shall be refunded;
- if the Service Provider breaches the provisions of these GTC, the Client may withdraw from the order with immediate effect, and the Service Provider may be obliged to refund 100% of the service fee.

### **Non-performance**

If the Service Provider is unable to meet the deadline undertaken in the valid order due to the Client's delayed data provision or unavailability, the Service Provider shall not be liable for any penalty.

### **Force Majeure**

The Parties are exempt from the legal consequences of delayed, defective, or non-performance if it was caused by a circumstance beyond their control, unforeseeable at the time of the order, and it could not have been expected that they would avoid the circumstance or avert the damage. The exemption also extends to cases of force majeure.

Force majeure: any unforeseeable, unavoidable external cause that is beyond the control of the Parties, including, but not limited to, the intervention of third parties, as well as natural events, fire, road, air, rail transport strikes, war, revolution, embargo, etc.

### **Use of a Subcontractor**

During the execution, the Service Provider is entitled to use a subcontractor, provided that it provides full information to the Client before the finalization of the order.

The Service Provider is responsible for the performance of the subcontractor, both in terms of quality requirements and deadlines, as if the Service Provider had performed the entire work itself.

The Service Provider is obliged to verify that the activities and products of the subcontractor participating in the performance of the service comply with the quality assurance requirements applicable to its own activities.

The Service Provider ensures that its subcontractor operates in accordance with the business confidentiality obligation undertaken by the Service Provider.

### **Exclusion of Liability**

During the performance of a given order, the detection and correction of the Client's faulty data entry, as well as the resulting error detection and correction, do not fall within the scope of the Service Provider's obligation (liability).

## **X. Confidentiality**

The confidentiality obligation extends to the business conduct and operation, business and market policies, and business scope of the other party and its directly related companies, which come to their knowledge during the performance of the contract.

The Service Provider shall treat all information and data provided by the Client as confidential, shall not disclose it to third parties, and shall delete it after a specified year as stipulated in the confidentiality agreement.

The Parties undertake to treat the trade secret as confidential for 5 years following the termination of the contract and to use it exclusively in the context of performing the assignment agreement.

Trade secret shall mean: information relating to the assignment agreement and its performance, as well as any data and documents the use or disclosure of which to a third party causes or may cause direct or indirect harm to the party concerned.

The performance of the service, the fact of which the Service Provider may use among its references, shall not be considered a trade secret unless the Parties provide otherwise.

## **XI. Applicable Law, Disputes, and Regulations**

The Parties shall make every effort to settle by direct negotiation any disagreement or dispute arising between them during or in connection with the performance of the order. The Parties are mutually obliged to inform each other of any circumstances that arise during the performance of the order and that hinder the performance of the order, as soon as such circumstances become known.

Unless otherwise expressly agreed in writing by the Parties, Hungarian substantive and procedural law rules shall apply to the legal relationship between the Parties. The Parties shall attempt to settle legal disputes arising from their legal relationship through personal negotiation; in the event of failure, they submit to the exclusive jurisdiction of the competent court with subject-matter jurisdiction according to the Service Provider's registered office.

## **XII. Termination of the Contract**

The Contract between the Parties terminates upon the contractual performance of the order. Even after the performance of the order, those obligations of the Parties which by their nature only cease with the performance of the order or can be fulfilled thereafter, such as confidentiality, know-how, the obligation to settle accounts, and the provisions regarding the processing of personal data, shall remain in force.

The Parties may terminate the Contract at any time by mutual agreement in writing.

Either party is entitled to terminate the Contract with immediate effect by a written declaration addressed to the other party if:

- a) the other party seriously breaches any of its obligations set forth in the assignment agreement despite a written notice, and the 5 (five) day deadline specified in the written notice to cease the breach has expired without result,
- b) bankruptcy, liquidation, voluntary dissolution, or compulsory strike-off proceedings have been initiated against the other party,
- c) the other party seriously breaches its confidentiality obligation.

The Parties shall settle accounts with each other upon termination of the Contract.

All notices related to the termination of the Contract must be communicated in writing and delivered to the address specified in the order. Notices shall be deemed to have been communicated even if the other party refused to accept the delivery, on the day the delivery was attempted, and in other cases, on the 5th (fifth) working day following the unsuccessful attempt and the day the notice was left.

If a change has occurred in the details of either party, the Parties are obliged to notify each other of this fact in writing without delay. Until a proper notification of the change in details, letters delivered to the previous address shall be considered duly received.