

www.trinity-guard.com

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Company Name: Trinity Security Kft.

General Terms and Conditions (T&Cs)

www.trinity-guard.com

Effective from December 15, 2022.

These General Terms and Conditions (hereinafter referred to as “T&Cs”) contain the terms and conditions that apply to the use of the Trinity Guard Web Application owned by Trinity Security Kft. (herein referred as “provider”) and its mobile application (hereafter referred together as the “app”).

1. About Trinity Guard in Brief

The Trinity Guard web application and the corresponding mobile application offer service organisation and service monitoring opportunities for companies that deal with object surveillance and other personal security or property protection, in order to achieve a higher professional level of protection activity.

The application enables asset protection services to be planned in advance, as well as a higher level task determination and monitoring opportunities with regards to the individuals responsible for protection.

The essence of the application, according to the permission levels (guard, commander, admin) it is possible to use GPS coordinates to determine control points within the object to be protected, and to verify the execution of the assigned task. The application consists of an interface accessible via a web browser and an application that can be downloaded to mobile phones operating on Android or iOS systems. Service instructions may be specified by the authorised person in the web application or mobile application, which the person in charge of the surveillance receives (in an obvious and noticeable way) and executes through the mobile application. The time and location of the event will be recorded using GPS coordinates. Registered individuals within the app can exchange

messages with each other and also have the option to report incidents (extraordinary events).

The app makes it possible to track and verify the services of the guards without personal supervision. The application will be further developed with additional features.

2. Contact Details and Company Details of Provider:

Company Name: Trinity Security Korlátolt Felelősségű Társaság (Limited Company)

Registered Address: Magyarország, 4172 Biharnagybajom, Rákóczi út 38. Szám

Company Number: 09-09-034174 in the Register of Company Court of Tribunal of Debrecen

Tax Number: 32028452-2-09

Representative: Györfi Gyula

Contact (e-mail): iroda@trinitysecurity.hu

Phone: +36703247525

2.1 Contact Details of Host Provider:

Company Name: Rackforest Kft.

Registered Address: Magyarország, 1132 Budapest, Victor Hugo utca 11. szám 5. Em.

Contact (e-mail): info@rackforest.com

Phone: +3612110044

3. The range of services available in the application:

The various menu items and functions of the application offer various services to its customers (hereinafter referred to as: “users”). With the help of the service control interface, it is possible to plan the security guard service and break periods in advance, for calendar days. This interface allows you to specify the daily tasks for the guard in the protected object, which involves marking the points to be checked during the service on the integrated map within the application, and specifying the time of execution and the specific task. The application only allows for precise satellite location outside of buildings.

The service allows for written communication, sending messages and photos. Incidents, or extraordinary events can be reported to the commander through voice messages, text messages, and by sending photos. The handling of the incident (its acknowledgment by the commander) is documented in the system.

The application can also be used as a timekeeping tool to record working hours, as the system records the completed services in a retrievable manner.

By downloading and installing the mobile application, the user accepts the terms and conditions of this T&C contract and agrees that the location of the mobile phone used by him/her during his/her service (working hours) will be recorded by the service provider via GPS and thereby made verifiable by the employer.

4. The process of entering into a Contract:

The basic version of the app – which includes 1 object, 1 admin and 2 guards – can be tried for 30 days free of charge without any obligation by pre-entering your email and phone number.

If the user decides that he or she wishes to purchase the right to use the application, he/she can proceed on the website www.trinity-guard.com under the Order Menu. Under the Order Menu, the user must provide the billing information and select from the packages available on the website or request a custom offer in the order menu. The user must also choose the period of time for use in the Order Menu. It is also possible to request a custom offer (period) regarding the period of use.

Based on the data provided in the order menu, the service provider creates a unique business contract which is sent to the user electronically. If the user accepts the terms outlined in the unique business contract, they will sign and return it electronically to the service provider's e-mail address, thereby concluding the contract. The day of contract conclusion is the day the contract is returned to the service provider. Downloading the mobile application from the (Google) Play Store or (Apple) App Store is free of charge, and no additional fees will be charged.

The service fee outlined in the contract will be invoiced and sent electronically to the user on the 10th day of the month following the month in which the services were provided, as outlined in the contract. The user is obligated to settle the invoice within 8 days of its sending off date. If the user fails to do so within the specified time, the service will be suspended. Once the invoice has been settled (after proof of this has been sent electronically), the service will continue without interruption. If the unpaid service fee remains in arrears for 90 days, the contract will automatically terminate. The date of termination will be the 90th day following the last day of the outstanding payment obligation. In this case, the service provider will permanently delete the preliminary service data from their system. The service provider can take action to settle the outstanding service fee according to the provisions of the Hungarian Civil Code.

Both parties can terminate the contract with an ordinary 30-day notice period, in writing, without providing a reason. The termination procedure is the same as the procedure for concluding the contract.

5. Applicable laws and legislation:

The contract is governed by the laws and provisions of Hungary, and in particular, the following laws apply:

- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on certain issues of electronic commerce services and information society services
- Act CVIII of 2001 on Electronic Commerce Services and Certain Issues of Information Society Services
- Act V of 2013 on the Hungarian Civil Code

- Government Decree No. 151/2003 (IX.22.) on the Mandatory Warranty for Durable Consumer Goods
- Government Decree No. 45/2014 (II.26.) on the Detailed Rules of Contracts Between Consumers and Businesses
- NGM Decree No. 19/2014 (IV.29.) of the Ministry of National Economy on the Procedural Rules for Settlement of Warranty and Guarantee Claims for Goods Sold under Contracts between Consumers and Businesses
- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on the Right to Information Self-Determination and Freedom of Information
- REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market, and about amendments of Regulations No 2006/2004/EK and (EU) 2017/2394 and Directive 2009/22/EK
- 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 Regulation 95/46/EK (General Data Protection Regulation)
- Government Decree No. 373/2021 (VI. 30.) on the Detailed Rules of Contracts Between Consumers and Businesses for the Sale of Goods, and the Provision of Digital Content Services and Digital Services.

6. The scope and acceptance of the T&Cs:

The content of the contract concluded between the service provider and the user – in addition to the provisions of the relevant binding laws – is determined by these General Terms and Conditions (hereinafter referred to as the “T&Cs”). Accordingly, the GTC contains the rights and obligations you and we have, the conditions for the conclusion of the contract, the performance deadlines, payment terms, liability rules, as well as the conditions for exercising the right of withdrawal.

The technical information necessary for using the application, which is not included in these T&Cs, is provided by other available information within the application.

The language of contracts falling under the scope of these T&Cs is **? Hungarian** / English (UK).

7. Electronic Invoicing :

The service provider applies electronic invoicing in accordance with Section 175 of Act CXXVII of 2007. By accepting these General Terms and Conditions (T&Cs), the user consents to the use of electronic invoicing.

8. Complaint Handling and Legal Remedies:

The user may submit their consumer complaints related to the service provider's activities at the following contact details:

Over the phone: +36703247525

Via e-mail: iroda@trinitysecurity.hu

The user may communicate their complaint to the service provider either verbally or in writing, which pertains to the conduct, activities or omissions of the service provider or any person acting on behalf of or to the benefit of the service provider, in direct relation to the distribution or sale of goods to consumers. The service provider must investigate and remedy any oral complaint immediately as required. If the user disagrees with the handling of the complaint, or if immediate investigation is not possible, the service provider must immediately prepare a written record of the complaint including their position on it, and provide a copy of it to the user in person, in case of a verbal complaint

made in person. In the case of a verbal complaint made via telephone or by any other electronic communication service, the user must be sent a response addressing the complaint, in accordance with the provisions for responding to the written complaints, within 30 days at the latest. In all other cases, the service provider must proceed with regard to written complaints as follows. The service provider must, unless otherwise provided by the directly applicable legal act of the European Union, respond to the written complaint in writing within thirty days of its receipt and take measures for its communication. A shorter deadline may be set by regulation and a longer deadline may be set by law. The rejection of the complaint must be justified by the provider. The verbal complaint submitted by telephone or other electronic communications service must be provided with an individual identification number by the provider.

8.1 The Record of Complaint must include the following:

- the name and address of the user,
- the place, time, and method of presenting the complaint,
- a detailed description of the user's complaint, a list of documents, papers, and other evidence presented by the user,
- the service provider's statement regarding its position on the user's complaint, if an immediate investigation of the complaint is possible,
- the signature of the person recording the complaint and the signature of the user, except for verbal complaints communicated by phone or other electronic communication services,
- the location and date of the recording of the complaint,
- in the case of verbal complaints communicated by phone or other electronic communication services, the unique identification number of the complaint.

The service provider is obliged to keep a copy of the record taken of the complaint and its response for three years and to present it to the supervisory authorities upon their request.

In the event of rejection of the complaint, the company is obliged to inform the user in writing about at which authority or conciliation body - depending on the nature of the complaint - they may initiate proceedings. The information must also include the headquarters, phone and internet contact information, and mailing address of the competent authority or the conciliation body according to the user's place of residence or stay. The information should also indicate whether the company will use the conciliation procedure for the settlement of consumer disputes. If a consumer dispute between the

seller and the consumer cannot be settled during negotiations, the following options for enforcing consumer rights are available to the consumer:

8.2 Consumer Protection Procedure

Complaints may be filed with consumer protection authorities. If the consumer (user) detects a violation of their consumer rights, they are entitled to file a complaint with the consumer protection authority competent for their place of residence. After reviewing the complaint, the authority decides whether to initiate consumer protection proceedings. The first-degree authority responsibilities for consumer protection are carried out by the capital and county government offices responsible for the place of residence of the consumer, a list of which can be found here: <http://www.kormanyhivatal.hu/>

8.3 Judicial Procedure

The consumer is entitled to enforce their claim arising from a consumer dispute in a civil proceeding in front of a court, in accordance with the provisions of Act V of 2013 on the Hungarian Civil Code and Act CXXX of 2016 on the Hungarian Code of Civil Procedure.

8.4 The conciliatory procedure

We inform you that you have the right to submit a consumer complaint against us. If we reject your consumer complaint, you are entitled to turn to the Conciliation Body competent according to your place of residence or stay: the condition for initiating conciliation proceedings is that the consumer attempts to resolve the disputed matter directly with the concerned company. The competent body is the conciliatory body designated in the consumer's request instead of the competent authority.

In the conciliation proceedings, the business has an obligation to cooperate.

Within this framework, the enterprises are obliged to send a response letter to the conciliation board at its request, and it is also recorded as an obligation to appear before the conciliation body ("to ensure the participation of the person authorised to create an agreement in the hearing"). If the registered office or branch of the enterprise is not located in the county where the chamber operating the conciliation board competent territorially is registered, the obligation to cooperate with the consumer extends to offering the possibility of concluding a written agreement in accordance with the consumer's request.

In case of breach of the above duty of cooperation, the consumer protection authority has the power to impose mandatory fines, which, due to changes in legislation, cannot be waived in case of unlawful behaviour of the enterprise. In addition to the Consumer Protection Act, the relevant provision of the Act on Small and Medium Enterprises has also been amended, so the imposition of a fine will not be excluded in the case of small and medium-sized enterprises either.

The amount of the fine may range from HUF 15,000 to HUF 500,000 in the case of small and medium-sized enterprises, while in the case of enterprises not classified as small and medium-sized enterprises and falling under the scope of the Accounting Act with an annual net turnover exceeding HUF 100 million, the fine may range from HUF 15,000 to 5% of the annual net turnover of the enterprise, but not more than HUF 500 million. With the introduction of mandatory fines, the legislator aims to emphasise cooperation with the conciliation and ensure active participation of enterprises in the conciliation proceedings.

The Conciliation Board has jurisdiction to settle consumer disputes outside of court proceedings. The task of the Conciliation Board is to attempt to create an agreement between the parties for the settlement of the consumer dispute. In case of failure, the Conciliation Board makes a decision in the matter of consumer rights in a simple, fast, efficient, and cost-effective manner. The conciliation board provides advice to the consumer or the business regarding the rights of the consumer and the obligations that burden the consumer at the request of either party.

The procedure of the conciliation board is initiated upon the consumer's request. The request must be submitted in writing to the president of the conciliation board: the requirement of written form can be fulfilled by letter, telegram, telex or fax, or any other means that allows the recipient to store the data addressed to him or her for the appropriate period of time and display the stored data in an unchanged form and content. The request must include:

- The name and address of the consumer
- The name and headquarters or affected premises of the business involved in the consumer dispute
- If the consumer has designated the jurisdiction of the designated board instead of the competent conciliation board
- A brief description of the consumer's position, the facts supporting it, and their evidence

- A statement from the consumer that he or she has attempted to resolve the disputed matter directly with the business concerned
- A statement from the consumer that he or she has not initiated proceedings in another conciliation board, a mediator has not been appointed, and no request for bringing an action or payment order has been made in the matter
- A motion requesting a decision from the board
- The signature of the consumer.

The request must be accompanied by the document or a copy (excerpt) thereof, to which the consumer refers as evidence, in particular the written statement of the business rejecting the complaint, or in its absence, any other written evidence available to the consumer regarding the attempted consultation. If the consumer acts through an authorised representative, the authorization must be attached to the request. Further information on conciliation boards is available at <https://www.bekeltetes.hu> and more information on the territorial conciliation boards can be found at <https://bekeltetes.hu/index.php?id=testuletek>.

8.5 Contact Details of Competent Regional Conciliation Bodies:

Baranya Megyei Békéltető Testület

Address: 7625 Pécs, Majorossy I. u. 36.

Mail: 7625 Pécs, Majorossy I. u. 36

Phone: 06-72-507-154

Mobile: +36 20 283-3422

E-mail: info@baranyabekeltetes.hu

Website: www.baranyabekeltetes.hu

Békés Megyei Békéltető Testület

Address: 5600 Békéscsaba, Penza ltp. 5.

Phone: 06-66-324-976

Fax: 06-66-324-976

E-mail: bekeltetes@bmkik.hu

Website: www.bmkik.hu

Budapesti Békéltető Testület

Address: 1016 Budapest, Krisztina krt. 99. 99. I. em. 111.

Mail: 1253 Budapest, Pf.:10.

Phone: +36-1-488-21-31

E-mail: bekelteto.testulet@bkik.hu

Website: www.bekeltet.bkik.hu

Fejér Megyei Békéltető Testület

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6. Telefonszám:06-22-510-310

E-mail: bekeltetes@fmkik.hu

Website: www.bekeltetesfejer.hu

Hajdú-Bihar Megyei Békéltető Testület

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Phone: 06-52-500-710; 06-52-500-745

Fax: 06-52-500-720

E-mail: bekelteto@hbkik.hu ; nemes.brigitta@hbkik.hu

Website: www.hmbekeltetes.hu

Jász-Nagykun-Szolnok Megyei Békéltető Testület

Address: 5000 Szolnok, Versegly park 8. III. emelet 303-304.

Mobile: 06-20-373-2570

E-mail: bekeltetotestulet@iparkamaraszolnok.hu

Website: www.jaszbekeltetes.hu

Nógrád Megyei Békéltető Testület

Address: 3100 Salgótarján, Mártírok útja 4.

Phone: 06-32-520-860

Fax: 06-32-520-862

E-mail: nkik@nkik.hu

Website: www.nkik.hu

Somogy Megyei Békéltető Testület

Address: 7400 Kaposvár, Anna u.6.

Phone: 06-82-501-000

E-mail: skik@skik.hu

Tolna Megyei Békéltető Testület

Address: 7100 Szekszárd, Arany J. u. 23-25. III. emelet

Phone: 06-74-411-661

Fax: 06-74-411-456

E-mail: kamara@tmkik.hu ; t-tiv@tmkik.hu

Bács-Kiskun Megyei Békéltető Testület

Address: 6000 Kecskemét, Árpád krt. 4.

Mail: 6001 Kecskemét, Pf.228.

Phone: 06-76-501-500; 06-76-501-525, 06-70-938-4765, 06-70-938-4764

Fax: 06-76-501-538

E-mail: bekeltetes@bacsbekeltetes.hu

Website: www.bacsbekeltetes.hu

Borsod-Abaúj-Zemplén Megyei Békéltető Testület

Address: 3525 Miskolc, Szentpáli u. 1.

Phone: 06-46-501-091;06-46-501-090

E-mail: bekeltetes@bokik.hu

Website: www.bekeltetes.borsodmegye.hu

Csongrád-Csanád Megyei Békéltető Testület

Address: 6721 Szeged, Párizsi krt. 8-12.

Phone: 06-62-554-250/118

E-mail: bekelteto.testulet@csmkik.hu

Website: www.bekeltetes-csongrad.hu

Győr-Moson-Sopron Megyei Békéltető Testület Cím: 9021 Győr, Szent István út 10/a.

Phone: 06-96-520-217

E-mail: bekeltetotestulet@gymkik.hu

Website: www.bekeltetesgyor.hu

Heves Megyei Békéltető Testület

Address: 3300 Eger, Hadnagy u. 6. fsz. 1.

Mail.: 3300 Eger, Faiskola u. 15.

Phone: 06-36-416-660/105-ös mellék

Mobile: 06-30-967-4336

E-mail: bekeltetes@hkik.hu

Komárom-Esztergom Megyei Békéltető Testület

Address: 2800 Tatabánya, Fő tér 36.

Phone: 06-34-513-010; 06-34-513-012

Mobile: 06-30-201-1647; 06-30-201-1877

E-mail: bekeltetes@kemkik.hu

Pest Megyei Békéltető Testület

Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.

Phone: 06-1-269-0703

Fax: 06-1-474-7921

E-mail: pmbekelteto@pmkik.hu

Website: <http://panaszrendezes.hu>

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület

Address: 4400 Nyíregyháza, Széchenyi u. 2.

Phone: +36-42-420-280

Fax: +36-42-420-180

E-mail: bekelteto@szabkam.hu

Website: www.bekeltetes-szabolcs.hu

Vas Megyei Békéltető Testület

Address: 9700 Szombathely, Honvéd tér 2.

Phone: 06-94-506-645

Fax: 06-94-316-936

E-mail: pergel.bea@vmkik.hu

Website: www.vasibekelteto.hu

Veszprém Megyei Békéltető Testület

Address: 8200 Veszprém, Radnóti tér 1. földszint 115-116.

Phone: 06-88-814- 121; 06-88-814-111

E-mail: info@bekeltetesveszprem.hu

Website: www.bekeltetesveszprem.hu

Zala Megyei Békéltető Testület

Address: 8900 Zalaegerszeg, Petőfi út 24.

Phone: 06-92-550-513

Fax: 06-92-550-525

E-mail: zmbekelteto@zmkik.hu

Website: www.bekelteteszala.hu

The European Commission has created a website where consumers can register and have the opportunity to settle their online purchase-related disputes through a request form, avoiding court proceedings. This way, consumers can enforce their rights without being hindered, for example, by distance.

If you wish to make a complaint regarding a product or service purchased online and do not necessarily want to resort to the court, you can use the online dispute resolution tool.

On the portal, you and the trader against whom you have made a complaint can jointly select the dispute resolution body you wish to entrust with the handling of the complaint.

The online dispute resolution platform can be accessed here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

9. The Copyrights:

According to Section 1(1) of Act LXXVI of 1999 on Copyright (hereinafter: the Copyright Act), the Trinity Guard web application is considered a copyrighted work, therefore, all of its parts are protected by copyright law. Pursuant to Section 16(1) of the Copyright Act, unauthorized use of the graphic and software solutions, computer program creations found in the web application and application related to the www.trinity-guard.com website, as well as any application that can modify the website or any part thereof, is prohibited. Any material taken from the website or its database, even with the written consent of the copyright owner, can only be used with reference to the website and with the indication of the source. The copyright owner is Trinity Security Kft.

10. Sales Abroad:

In the use of the application, the service provider does not distinguish between users within and outside the territory of Hungary.

The provisions of this T&Cs also apply to the use of the application outside of Hungary.

The primary language of communication and purchases is Hungarian. While the service provider is not obligated to communicate with the user in their respective country's language, they will make every effort to ensure proper communication.

In the absence of a different provision, the service provider applies Hungarian value-added tax (VAT) to the service. The user may enforce their rights according to the present General Terms and Conditions (T&Cs).

In the case of electronic payment solutions, the payment is made in the currency determined by the service provider through bank transfer to the bank account specified in the service contract.

11. The User's Right of Withdrawal and Cancellation:

In the case of contracts concluded outside the business premises and between remote parties, the consumer has a right of withdrawal without justification, which he may exercise within 14 days from the date of conclusion of the contract for the provision of services.

If the contract is intended for the provision of a service and the performance begins before the withdrawal period at the request of the consumer, the customer has the right to terminate without reason within the aforementioned 14-day period.

The cancellation does not have a formal list of requirements. It is sufficient to send an e-mail containing a clear statement of termination of service to the service provider's e-mail address at iroda@trinitysecurity.hu. In this case, no service fee will be determined or billed.