

# BUSINESS RULES

## **1. General information**

1.1 The owner, operator and data manager of the website:

Easy Solution Kft.

Address: 1108 Budapest, Pára u. 6. Company

registration number: 01-09-890019 tax number:

14124507-2-42,

Bank account number: Raiffeisen Bank Zrt. 12011409-01393292-00100002

acting on behalf of: Róbert Juhász managing email:

robert@easysolution.hu

1.2 These business regulations contain the rights and obligations of the Customer using the electronic commercial services provided by Easy Solution Kft. (hereinafter: Service Provider) via the website <https://littlepeas.hu/> (hereinafter: the website). The business regulations apply to all transactions and services that take place through the website.

1.3 Subscription on the website is possible by placing an order electronically, 2.2. of these Terms and Conditions. in the manner specified in

1.4 We handle the data of our users in accordance with the applicable laws. You can read more about our Data Protection Policy in point 6 of the Business Rules. We cannot take responsibility for the data provided by our users, and our company does not take responsibility for the resulting damage. We give you the opportunity to check and change your data before each subscription.

## **2. The LittlePeas interface**

2.1. Registration is required to use the Service, you can register on the main page (index), then the user will receive a 1-month trial subscription, and all functions of the interface will become available. After the end of 1 month, if the user does not subscribe to the service, the data will be deleted automatically after 2 weeks, it cannot be restored.

### **2.2. Subscription process:**

1. Only registered users can subscribe
2. After logging in, we can see our previous subscriptions by selecting the Subscription menu item
3. We can start the process with the Extend Subscription button
4. Fill in the invoicing data according to the meaning of the name and address to which we request the invoice
5. Selection of payment method: can be bank transfer or payment by bank card
6. The subscription can be monthly or annual, the user can choose this
7. In all cases, we will only send an electronic invoice to the email address associated with the user account, if the user does not receive the invoice, in the case of payment by bank card, please let us know within 2 days of placing the order. In the case of bank transfer, notify within 2 days after the activation of the subscription. In other cases, we cannot assume responsibility

## 8. Acceptance of general terms and conditions

The system immediately confirms on the website's interface that the order has been recorded, and simultaneously sends a confirmation email to the email address belonging to the user account with the details of the subscription and, in the case of a transfer, the amount to be paid and further tasks.

In case of successful bank card payment, the subscription is automatically extended by the ordered period.

### **3. Payment process**

The subscription can be paid by bank transfer or bank card.

3.1 In case of bank transfer, the price of the subscription must be transferred to the Raiffeisen Bank Zrt. We will be able to fulfill the order as soon as the transfer arrives, the subscription period starts from the moment that we have processed the amount received in our system.

3.2 In case of payment by bank card, the user will be redirected to the bank card payment interface of Barion Payment Zrt. - Barion Smart Gateway. It is possible to pay the consideration for the order on this interface. In case of successful payment, Barion will give us a feedback on this, from which we will start fulfilling the order. The bank card data do not reach the operator of the online store. Barion Payment Zrt., which provides the service, is an institution under the supervision of the Magyar Nemzeti Bank, license number: H-EN-I-1064/2013.

### **4 Right of withdrawal, method, consequences**

4.1 Since the system provides a 1-month free trial period for all new users, in the event of further successful subscriptions, the user has the right to cancel, with the option to delete the account on his own initiative. In this case, the unused but paid subscription period is lost.

### **5 Storage, sharing and deletion**

5.1 The stored photos are uploaded to the website by the user, and the user decides with which email addresses to share them. The people you share with must have their own account. One active subscription per family is required, the others can see the content without a subscription. If the subscription expires and is not extended, the account will be closed after 2 weeks and all contents will be deleted after 4 weeks. There is no way to recover data/photos afterwards.

5.2 If the user himself decides to terminate the account, he can initiate it himself in the Profile menu item. If the deletion is confirmed, the account will be deleted. When the profile is deleted, the family created by the user is also deleted along with data and photos. There is no way to recover data/photos afterwards.

5.3 The user is responsible for the uploaded content and with whom these images are shared. The user can revoke the access permission for the given email address. Uploaded images must not contain violent acts, incitement to violent acts, or pornography

scenes. The service provider can delete these without prompting and exclude the user from the system. The service provider has the right to decide whether or not to stay on the site based on the content of the images.

5.4 Those with whom we share our images can access and download them. We cannot take responsibility for the use of personal data/images resulting from this.

## **6. Data protection information**

6.1. The purpose of the data protection information is to define the data protection and data management principles applied by the Service Provider (hereinafter: Data Controller) and the data protection and data management policy of the Data Controller, which the Data Controller recognizes as binding on itself. When developing these rules, the Data Controller took particular account of the European Union Data Protection Regulation, Regulation (EU) No. 2016/679 of the European Parliament and of the Council, and the resolutions of "Working Group 29", as well as the related national regulations of the application, and its laws, regulations and recommendations aimed at legal harmonization.

The purpose of this information is that in all areas of the services provided by the Data Controller, for all natural persons - regardless of their nationality or place of residence - the rights of the Data Subjects to their personal data are ensured, and their basic freedoms, in particular their right to privacy, are respected when their personal data is stored electronically, during mechanical and manual data processing (data protection).

The Data Controller is committed to protecting the personal data of its customers and partners, treats their personal data confidentially and takes all data security, data protection, technical and organizational measures that result in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure or unauthorized access to personal data. .

## 6.2. Concept definitions

Data subject: all natural persons whose personal data is recorded, managed and stored by the data controller.

Personal data: According to the WP29 working group, any information relating to an identified or identifiable natural person ("data subject"), with which the data subject can be reached or identified, even a dynamic IP address can be personal data. Personal data includes: name, address, mother's name, place of birth, time, document identifiers, telephone number, e-mail address, username, bank account details.

WP29 working group: (The data protection working group established on the basis of Article 29 of the Data Protection Directive, which works alongside the European Council and will coordinate (in its main authority function, the supervisory authorities of the member states).

<http://ec.europa.eu/justice/policies/privacy/workinggroup/>

Data controller: natural or legal person, public authority, agency or any other body that manages personal data. A data controller is any person or body that determines the purposes and means of personal data management independently or together with others; if the data management

its purposes and means are determined by EU or member state law, the data controller or the special aspects regarding the designation of the data controller may also be determined by EU or member state law.

Data processor: the person or body that processes personal data on behalf of the data controller.

Recipient: the natural or legal person, public authority, agency or any other body to whom the personal data is communicated, regardless of whether it is a third party.

6.3 The operator and data controller of the website is Easy Solution Kft. Data Controller May 2018 It has a Data Protection Officer appointed on the 25th, but is not obliged to appoint a Data Protection Officer. The duties of the Data Protection Officer are performed by Árpád Fullajtár, who can be reached at arpad@easysolution.hu .

6.4 4 During your visit, you may receive a control file (cookie) from our website, from external, independent auditing services that measure the number of visitors to our site. Accepting cookies is not mandatory (you can disable them in your browser), but some of our services can only be used by accepting them. The data controllers can provide detailed information on the management of the measurement data.

#### 6.4.1 Management of cookies

Definition: An HTTP cookie (usually simply cookie, or cookie in English) is a packet of information that the server sends to the web browser, and then the browser sends back to the server for every request directed to the server. Cookies are created by the web server itself using the browser on the user's computer, where they are stored in a separate directory.

We use two types of cookies: temporary and permanent. Temporary cookies are temporary files that remain on the user's device until the end of the logged-in period or until the application (browser) is closed.

Permanent cookies are present on the user's device for the time specified in their parameter or until they are manually deleted.

- Analytical Cookies - they are used to monitor where our visitors click on the website and record what content they are interested in.
- Community Cookies - they are important so that the social widgets on our pages can communicate with social networks (Facebook, Google and Twitter)
- Partner Cookies - they are used to track visits from websites that have a partnership agreement with us (Barion Pixel basic version)
- Technical Cookies - essential for running the website.
- Functional Cookies - they are essential for our users to access the services they require.

By using cookies, we do not manage personal data; visitors have the option to delete cookies in the Tools/Settings menu of their browsers, usually under the settings of the Data protection menu item.

#### 6.4.2 Cookies related to Google services

When operating our website, we use the following Google services:

- Google Ads - Google Ads (formerly known as Google AdWords and Google AdWords Express) is an online advertising solution that businesses use to promote their products and services on Google Search, YouTube, and other sites on the Internet.

- Google Analytics This is a service that provides detailed statistics on the traffic of a website. The main goal is to be able to optimize advertisements based on the analysis of Google Analytics, i.e. which page the visitors clicked on, how long they stayed on the page, and according to their geographical location. Google Analytics mainly uses internal cookies to report on visitor activities on the websites of Google Analytics customers.

Users can block all cookies or delete individual cookies (more info here: <https://support.google.com/analytics/answer/181881?hl=hu>). Google's privacy policy can be found here: <https://policies.google.com/>

6.5 The following personal data must be provided during the order:

- Surname and first name
- E-mail address

6.6 We keep the data voluntarily provided by the Data Subject until the consent is revoked.

6.7 The data related to your order will be recorded at the same time as the order (time of order, order ID, payment method, number of copies).

6.8 The data related to the order - with the exception of the data recorded in taxation and accounting legislation, which we store for the period specified by the legislation - will be kept until the Data Subject withdraws his consent.

6.9. The data can only be accessed by employees of Easy Soutlion Kft. and the administrators of Tag21 Kft., which provides the web hosting.

6.9. Based on the existing service contract, the data processor providing web hosting must permanently delete the data from its systems upon termination of the service contract.

6.10 In the case of data processing related to online payment, the data processor is Barion Payment Zrt. The registered office of the data processor is: 1117 Budapest, Infopark sétány 1. Building I. 5th floor 5. The telephone number of the data processor: +36 1 464 70 99 The e-mail address of the data processor: [adatvedelem@barion.com](mailto:adatvedelem@barion.com) The Data Processor participates in the implementation of online payment based on the contract concluded with the Data Controller. In doing so, the Data Processor processes the invoicing name and address, order number and date within the civil law limitation period. The bank card data do not reach the operator of the online store.

6.11. In connection with the orders - exclusively for the purpose of delivery - we forward the address data to the delivery courier company or, in the case of delivery to a parcel machine, to the company operating the parcel machine providing the service.

6.12. Personal data will not be used for purposes other than those indicated. The data - with the exception of the data recorded in taxation and accounting legislation, which we store for the period specified by the legislation - is kept until the Data Subject's consent is revoked. Registration will be canceled upon request.

6.13. The Data Controller ensures the security of the data, and also takes all the technical measures and establishes the procedural rules that are necessary for the implementation of the data protection provisions. The User is responsible for the data provided by the User, their correctness, completeness and authenticity. The Data Controller is not responsible for damages resulting from erroneously entered data, even if it could recognize the erroneous nature of the data.

6.14. The Data Controller reserves the right to unilaterally modify this privacy statement without prior notice to users. In any case, the Data Controller will make the amendment available on its website 15 days prior to its entry into force, regardless of the one in force. Archive information that has expired. Before and after the amendment enters into force, you have the right to withdraw data processed with consent. If you do not withdraw it, the effective amended data protection declaration shall be considered accepted.

All the methods published in our data protection declaration apply to the procedure related to the management of the Data Subject's personal data. We do not make a separate statement regarding the handling of non-personal data.

6.15. Notification of a data protection incident: in view of the fact that data protection incidents can occur at any data controller, and in such cases the data controllers must respond within the deadline specified in the decree and specified in the regulations of the member states, it is important that as a Data Controller we do everything possible to prevent incidents. The Data Controller organized the tasks and responsibilities related to the management of incidents in internal regulations (this also includes tasks related to reporting to the authorities and steps related to informing the affected parties).

At the same time, we ask our Users that if they feel any indication while using our website, which indicates that:

- have lost control over their personal data or notice a limitation of their rights
- they experience identity theft or identity abuse
- violation of the confidential nature of data, it is assumed that the Data Controller's data protection inform the person in charge immediately so that we can take the necessary steps.

6.16. Data subject rights and general remedies

**Right of access:** the Data Subject has the right to receive feedback from the Data Controller as to whether his personal data is being processed, and if such data processing is in progress, he is entitled to receive access to the personal data and the information listed in the regulation.

**Right to rectification:** the Data Subject has the right to have inaccurate personal data corrected without undue delay upon request by the Data Controller.

**The right to erasure:** the Data Subject has the right to request that the Data Controller delete the personal data concerning him without undue delay, and the Data Controller is obliged to delete the personal data concerning the Data Subject without undue delay under certain conditions.

**The right to be forgotten:** if the Data Controller has disclosed personal data and is obliged to delete it, taking into account the available technology and the costs of implementation, it will do so

reasonably expected steps - including technical measures - in order to inform the Data Controllers handling the data that the Data Subject has requested from them the deletion of the links to the personal data in question or the copy or duplicate of this personal data.

The right to limit data processing: the Data Subject has the right to request that the Data Controller limit data processing if one of the following conditions is met:

- the Data Subject disputes the accuracy of the personal data, in which case the limitation applies to the period that allows the data controller to check the accuracy of the personal data;
- the data processing is illegal and the Data Subject opposes the deletion of the data and instead requests the restriction of its use;
- The Data Controller no longer needs the personal data for the purpose of data management, but the Data Subject requires them to present, enforce or defend legal claims;
- the Data Subject objected to data processing; in this case, the restriction applies to the period until it is determined whether the Data Controller's legitimate reasons take precedence over the data subject's legitimate reasons.

The right to data portability: the Data Subject has the right to receive the personal data relating to him/her provided to a Data Controller in a segmented, widely used, machine-readable format, and is also entitled to transmit this data to another Data Controller without hindering this the Data Controller to whom you made the personal data available.

The right to object: the data subject has the right to object to the processing of his personal data at any time for reasons related to his own situation,

The Data Subject's legal remedies: if, despite the Data Subject's objection, he is harmed in connection with the processing of his personal data, he may use the following legal remedies:

- You can request information about the management of your personal data, as well as request the correction of your personal data
- You can request the deletion of personal data regarding data processed on the legal basis of consent. You can withdraw your consent.
- Upon request, we provide information about the data managed by us or processed by the processor commissioned by us, the purpose, legal basis, and duration of the data management.
- The User's personal data will be deleted if its processing is illegal, if he requests it, if the purpose of the data management has ceased, if it is incomplete or incorrect and this state cannot be legally corrected - provided that the deletion is not excluded by law - or if the storage of data is defined by law the deadline has expired, it was ordered by the court or the data protection commissioner.

The User may object to the processing of his personal data if

- the processing or transmission of personal data is necessary only to fulfill the legal obligation of the Data Controller or to enforce the legitimate interests of the Data Controller, data receiver or third party, unless the data processing is mandated by law

- personal data is used or forwarded for the purpose of direct business acquisition, public opinion polls or scientific research
- data processing is in the public interest or is necessary for the execution of a task performed in the context of the exercise of a public authority granted to the data controller.

The data controller examines the objection as soon as possible, but no later than one month after the submission of the application, makes a decision on its validity, and informs the applicant of his decision in writing. If the Data Controller determines that the protest of the data subject is well-founded, it will notify all those to whom the personal data affected by the protest was previously transmitted about the measures taken based on it. If the User does not agree with the decision made by the Data Controller, he may appeal to the court within 30 days of its notification. The court acts out of order. The court at the location of the Data Controller has jurisdiction over the lawsuit, but the lawsuit can also be initiated in the court at the location of the data subject's residence, according to the choice of the data subject.

Main data protection authority: z You can file a complaint with the National Data Protection and Freedom of Information Authority against possible violations of the Data Controller:

National Data Protection and Freedom of Information Authority  
1055 Budapest, Falk Miksa utca 9-11 Mailing address: 1363 Budapest, Pf.: 9. E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu) <https://www.naih.hu/kozerdeku-adatok/1-serveztetiszemelyzeti-adatok/1-1-kapcazzolalerhetoseg>

## **7. Liability**

7.1 The User is fully and exclusively responsible for his own conduct, in such cases the Service Provider fully cooperates with the acting authorities in order to detect legal violations.

7.2 The service page contains a connection point (link) that leads to the page of another service provider. The Service Provider assumes no responsibility for the data protection practices and other activities of these service providers.

## **8. Others**

8.1 The website interface is an information system based on Linux/PHP, its security level is adequate, its use does not pose any risk, however, we recommend that you take the following precautions: use virus and spyware protection software with an up-to-date database, install security updates for the operating system.

8.2 Shopping on the website requires the Customer to be aware of the technical and technical limitations of the Internet and to accept the potential for errors associated with the technology.

8.3 The Service Provider is entitled to unilaterally modify the terms of these Terms and Conditions at any time. When the changes come into effect, registered users must expressly accept them when logging in to the site in order to use the site.



Budapest, October 23, 2023.