



**CONFWARE**  
*By AKCongress*

**CONFWARE**  
**GENERAL TERMS AND CONDITIONS**  
**(GT&C)**

Version number: 1.2

Version history:

Version number	Last modification	Modification
1.0	2022. 10. 07.	
1.1	2022. 11. 30.	Extension of the deletion period
1.2	2023. 02. 20.	Extension of the deletion period

## **I. Introduction**

- 1.1. Service Provider (Akadémiai Kiadó Zrt. (Registered office: Building A, 3rd floor Budafoki út 187-189, 1117 Budapest, Tax number: 11387729-2-43, Company registration number: 01-10-043151) undertakes to provide Customer with the services specified in the Order during the term of the Contract in accordance with the provisions of these General Terms and Conditions (hereinafter referred to as the "Service"). Customer and Parties shall hereinafter be referred to separately as "Party" or collectively as "Parties".
- 1.2. The provision of the Service includes the provision of the *ConfWare* module(s), the configuration of the ordered modules, the testing, commissioning and operation of the ordered modules, the correction of any errors, the operation of the Online System, the storage of the data stored by Customer, the maintenance of the IT and the data security of the Online system, product support, technical support (customer service, IT) and/or other services (e.g., development).
- 1.3. The characteristics of each element of the Service shall be specified by the Parties in the Order(s), which shall contain a detailed description of the ordered Service, including the Customer's data, the event data, the list of *ConfWare* modules and/or module settings used (hereinafter referred to as the "Online System"), other services, the event start and end dates, contact details, fees, payment terms and invoice due dates. This GT&C' Annex No. 1 constitutes the sample Order.
- 1.4. The Parties agree that an Order, including amendments and attachments, contains the detailed rules applicable to an event and that it is not possible for an event to be associated with more than one Order or for an Order to contain the terms of more than one event. The Order(s) are an inseparable part of these General Terms and Conditions and can only be changed with the consent of both Parties. The Parties acknowledge that in the event of any conflict between the Order and the provisions of these GT&C, the provisions of the Order shall prevail.
- 1.5. Customer acknowledges that the software (*ConfWare*) forming the basis of the Service (hereinafter referred to as "Software") is the exclusive property of Service Provider, which Customer may access and use online via the interface provided by Publisher via the Internet. The Software is a computer program consisting of constantly and regularly updated modules, provided by Service Provider on its own server. Service Provider publishes the individual software modules and the functions they provide on its website ([www.confware.hu](http://www.confware.hu)).

## **II. Use of the Service, rights and obligations of the contracting Parties**

- 2.1. Upon the entry into force of this Agreement, Service Provider shall immediately start configuring the modules of the Online System in accordance with the terms and conditions specified in the Order and shall deliver the Online System for testing on the date specified therein. The deadline for the completion of the configuration, the fee and the payment terms are included in the Order. Service Provider is entitled to invoice the configuration fee in one amount immediately after the order of the Online System at the beginning of the configuration.
- 2.2. Customer acknowledges that for the configuration fee can only be used services that are not development. Service Provider is entitled to determine whether the requirements specified by Customer fall within the scope of configuration

or development. If development is required because unique, customized solutions need to be created, the Parties will regulate the main features of the task, fee, performance period, payment period, etc. in the Order or in a separate agreement. Customer acknowledges that the element or software part created as a result of the development is intellectual property of Service Provider, with respect to which all copyrights and rights are secured and belong to Service Provider, including the right to integrate it into *ConfWare* software. Customer acknowledges that Service Provider is not obligated to undertake any development and is entitled to reject the development request.

- 2.3. After completion of the configuration and/or development, Service Provider hands over the Online System to Customer for testing, who can test it for one week (seven calendar days, test period) after handover. During the test period, Service provider is obligated to immediately correct any errors found. It is not considered an error if the Customer misses a module/function from the system that is not part of the Online System or no agreement was made about its integration in the Order.
- 2.4. Service Provider shall record the completion of the test period or the subsequent error corrections and changes by Service Provider in a notice which shall become part of this Agreement.
- 2.5. Customer must provide the hardware and software configuration required for the use of the Online System.
- 2.6. Service Provider may act through one or more administrative or subscriber accounts available to it to perform testing, complete configuration and/or development, meet requirements specified by Customer, or provide product support (see Annex 4), such as by performing steps and settings specified in writing by Customer. The settings and data entries made in this way are part of the Online System. The administrative account created by Service Provider in connection with the Service is the responsibility of Service Provider and can be used only in accordance with the instructions of Customer and the provisions of these GT&C. It is the Customer's responsibility to check the settings, changes, data entries, etc. made by Service Provider as part of the product support and to inform Service Provider immediately of any violations.
- 2.7. Customer is responsible for the lawful use of the administrative account(s) it creates or maintains. Customer can access and use any part of the Online System through the administration account and change the settings if necessary. Customer can infinitely multiply the rights associated with the administrative account by creating sub-admins with the rights and levels of access that Customer specifies. The responsibility for this type of transfer, the establishment of rights or their revocation lies with Customer. The Order includes the email address assigned by Customer to the first customer administrative account created by Service Provider. Creating the Customer's first administrative account is the responsibility of Service Provider during configuration settings, as is ensuring secure generation of access rights in the future. Customer is obliged to immediately change the login data (password) provided by Service Provider for the first administrative account. Customer is responsible for protecting the login data of the administrative account(s) provided to him.

- 2.8. Once the configuration of the Online System is completed, it is the Customer's responsibility to use, upload and delete the data, using the product support to carry out each operation according to the conditions established in the Order. If Customer requests the deletion of data, Service Provider shall delete the data from the existing version of the Online System without affecting the previous backups.

### **III. The obligations of the Parties**

- 3.1. Service Provider shall provide the Service "as is" in accordance with the terms and conditions known to and ordered by Customer. Service Provider reserves the right to modify the Software and the Service (including its fees), in particular to extend, update the modules or module settings, as well as to make changes that increase the functionality and security of the Service and do not significantly affect its intended use.
- 3.2. Customer is authorized to use the Service in accordance with the terms of the Order and these General Terms and Conditions, but is not authorized to use or further exploit the Service or the Online System for purposes other than those specified. In particular, it is prohibited to:
- a) make the Online System accessible to third parties;
  - b) lend, rent or sublet the Online System;
  - c) copy the Online system;
  - d) perform automatic queries, searches and data downloads;
  - e) subject it to analysis beyond its intended use and disclose its internal structure;
  - f) reverse engineer it, decompile it, create source code from it, or
  - g) use it in a way that infringes copyright, intellectual property rights, trade secrets, rights or legal, professional or ethical rules of others.
- 3.3. Customer may use the Service and the Online System exclusively for the fulfilment of his own tasks within his own organizational framework (e.g., group). When using the Online System, Customer may use a third party to assist him in using the system for his own benefit. Customer shall be fully responsible for the actions of such third parties and shall also comply with the obligations set forth in Section 2.7 in their case.
- 3.4. If Customer grants a third-party unlawful access to the Online System or uses it in a manner that is contrary to these General Terms and Conditions and/or the Agreement and does not take all reasonable measures to prevent the unauthorized use in accordance with the provisions of these General Terms and Conditions, Customer shall be liable to Service Provider for the damage incurred. In such cases, Service Provider is also entitled to exercise the right of immediate termination.
- 3.5. If a data security incident occurs during the use of the administration account set up for Customer in the Online System, which leads to the failure or improper functioning of the Customer's Online System or to the failure or improper functioning of the online systems of other customers using the Service Provider's *ConfWare* modules,

Service Provider shall be entitled to demand compensation from Customer for the resulting damage - such as contractual penalties vis-à-vis other contractual partners, damages, expert or procedural costs.

#### **IV. Archiving service**

- 4.1. Service Provider undertakes to provide archiving services, provided that the Parties specify the details in the Order. As part of the archiving service, Service Provider stores the Online System with the data stored in it and makes it available to Customer for the ordered period. The archiving service may be used for a period of 1 year from the 60th day after the conclusion of the event upon payment of the fee specified in the Order. The archiving service can be extended for another 2 years if Customer notifies us in writing of his intention to do so at least 30 days before the 1-year period expires. When using the archiving service, a new registration cannot be created in the Online System. After the archiving period has expired, Service Provider will permanently and irrevocably delete the Online System and data concerned.
- 4.2. If Customer does not request archiving services, Service Provider will permanently and irrevocably delete the Online System and the data stored therein within 90 days after the end of the event. Customer can communicate his wish to delete before the expiry of the deletion period by email to Service Provider. Service Provider shall inform Customer once by email about the planned time of deletion, 30 days prior to the deletion of the Online System and data. In order to ensure the transparency of the Service, the date of deletion will be noted by the Parties in the Order. If, after the e-mail notification, Customer wishes to use the archiving service, he may notify Service Provider by email before 12:00 a.m. on the business day preceding the day of the marked deletion, the details of which will be recorded in the amendment to the Order by the Parties. If Customer does not notify its intention to archive or accept the changes listed in the Amended Order at the conclusion of the Agreement or by the specified date, Service Provider shall not be liable for any damage resulting from the deletion of the Online System and/or the data stored therein.

#### **V. Availability**

- 5.1. Service Provider is obliged to maintain the Service uninterrupted, 24 hours a day. Service Provider undertakes to ensure a minimum availability of the Service of 99.5% per year and, in the event of a malfunction, to immediately start correcting the malfunction and, in the event of data loss, to restore from the last backup.
- 5.2. Service Provider reserves the right to temporarily suspend certain elements of the Service or the entire Service - upon prior notice - for maintenance purposes, in particular between 8:00 p.m. and 7:00 a.m. on weekdays and on weekends and holidays.
- 5.3. Service Provider is liable to Customer for the removal of errors if Service Provider is responsible for the errors. Troubleshooting, backup, restore from backup, and other details related to the operation of the Service are included in Annex 2. The conditions for error reporting and error correction are included in Annex 4.

- 5.4. If a data protection incident is identified in the Online System or in an Online System provided to one of its Customers, Service Provider shall promptly investigate any data protection incident in order to identify, assess and mitigate the potential consequences. Service Provider **shall immediately take all necessary measures to mitigate or prevent damage, which may include suspension of the Service.** A data protection incident is any breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. Data protection incidents include, in particular:
- loss of a device (physical hardware or data carrier) containing personal data;
  - unauthorized access, copying, destruction or rendering unusable of personal data through attacks on the IT system;
  - infection by ransomware that renders the data processed by the data controller inaccessible until the ransom is paid. The procedure to be followed and the rules for further cooperation in the event of a data protection incident are contained in the Data Processing Agreement in Annex 3 to these GT&C.

## **VI. Customer Service, Product Support, Other Services**

- 6.1. Service Provider operates a customer service to serve and support the requirements related to the Service, handle any errors and repairs that may occur, and provide information. Service Provider shall also provide product support and other services in accordance with the specifications set forth in Annex 4, subject to the prices set forth in the Order.
- 6.2. Service Provider shall provide the services specified in Section 6.1 exclusively for Customer and its employees acting on its behalf.

## **VII. Fee and payment**

- 7.1. Customer shall pay the fees specified in the Order (configuration fee, development fee, credit fee, archival fee, product support fee, etc.) in accordance with the terms set forth therein or herein.
- 7.2. If Customer does not pay the configuration or development fee by the end of the 15th day after the due date on the invoice, Service Provider shall be entitled to suspend the provision of the relevant part of the Service and/or terminate the Agreement with immediate effect. If Customer is in default of payment of the archiving fee, Service Provider shall be entitled to claim default interest in the amount of twice the prime rate of the Central Bank applicable at the beginning of the default, in addition to the discontinuation of the archiving service.
- 7.3. Customer acknowledges that if Customer notifies Service Provider of a configuration, configuration change or development need within 45 days prior to the event, Customer shall pay the fee in advance and Service Provider shall not be obligated to perform the configuration or development until the full amount of the fee is paid.

- 7.4. Customer pays Service Provider a credit fee based on the number of user accounts registered in the Online System. The creation of a user account with a unique identifier in the Online System is considered registration ("registration"). A credit is equivalent to the creation of a registration. The price of a credit is included in the Order, and the credit fee is the product of the number of registrations and the price of the credit.
- 7.5. The credit fee will be settled after the event, based on registrations made by 11:59 p.m. on the last day of the event. Testing and support of the Online System created by Service Provider or Customer shall not be counted as use of the credits ordered by Customer. When calculating credits, registrations in the Deleted folder that were not created to test the Online System must also be taken into account. Registrations stored in the Temporary folder are deleted directly from the folder and therefore do not have to be taken into account when calculating the credit. Service Provider will issue the invoice for the credit fee within 8 days after the event.
- 7.6. Service Provider shall provide Product Support Services to Customer on an hourly basis in accordance with the fees and scope set forth in the Order. The details of the Product Support Services are included in Annex 4.
- 7.7. Service Provider issues invoices with a payment term of 30 days. If Customer does not pay the fee specified in the invoice by the specified payment date, Service Provider shall request Customer in writing or by email to fulfil the obligation. The exclusion of Customer from the service under the provisions of this Section, or the termination of the Agreement under this Section does not affect the obligation of Customer to pay the fee for the service actually provided to him according to the invoice. When the service fee is settled, Service Provider will reactivate Customer's access to the Online System. In the event of late payment, Service Provider shall be entitled to charge interest on arrears at twice the current prime rate of the Central Bank, to be paid by Customer.
- 7.8. The invoice issued by Service Provider shall also include the amount of VAT to be calculated in accordance with the applicable VAT Act. In all other respects, the provisions of the applicable laws - including the special provisions of the applicable value added tax law relating to the type of performance applicable to the settlement between the Parties - shall apply to the issuance of the invoice.

### **VIII. Scope and termination of the Agreement**

- 8.1. The agreement between the Parties shall enter into force upon signature of the Order by Customer, who thereby accepts the provisions contained therein and in these General Terms and Conditions. Customer is obliged to send the electronic version of the Order (signed, scanned) to Service Provider without delay.
- 8.2. The Parties enter into this Agreement for an indefinite period of time, with the term of the Services ordered in the Order(s) ending on the date specified in the Order (90 days after the event or the end of the archiving service).

- 8.3. The contractual relationship may be terminated by written notice from one of the Parties. The notice period is 30 days. After this period, both the current GT&C and the Order(s) will be discontinued, and all Online Systems involved in the operation or archiving services will be deleted. During the notice period, the Parties are obligated to settle all matters relating to the Order(s), and financial benefits are due on the date of termination.
- 8.4. This Agreement may be terminated for individual Orders upon 30 days' notice prior to the event without terminating the entire Agreement. In this case, Customer is obliged to pay the accrued and unpaid fees (configuration fee, development fee) and the product support fee on the date of termination. In the event of a 30-day archiving period following the event, the Customer is not entitled to a refund.
- 8.5. The agreement also ends:
- a) by mutual consent of the contracting Parties;
  - b) in case of unilateral termination by Service Provider or Customer without legal successor;
  - c) if one of the Parties goes bankrupt, becomes insolvent, acknowledges its insolvency or ceases its business activity.
- 8.6. Declarations to terminate the Agreement are valid only in writing. In the event of ordinary termination, the notice period shall commence on the day following the notification of termination.
- 8.7. The Parties are entitled to unilaterally terminate the Agreement or an Order with immediate effect if the other Party seriously violates any provision of these GT&C and fails to remedy the violation within 3-7 business days after receiving written notice from the aggrieved Party. The Parties shall have the right to determine the period of time available for remedying the breach, depending on the nature and gravity of the breach. A serious breach of agreement shall be deemed to have occurred, in particular, if Customer fails to pay the fee, if Customer violates the provisions of Section 3 of these GT&C, if Customer uses the Service for unethical purposes or in an unethical manner (e.g., predatory conferencing), or if the Service Provider unjustifiably refuses to provide the Service. If Service Provider is forced to terminate the Agreement or an Order with immediate effect, it shall pay the full fee for the services specified in the Order(s) (configuration, development, archiving) as well as the total amount calculated on the basis of the credit fee for the registrations created in the Online System until the notice of termination is given within 3 days after the termination becomes effective.
- 8.8. Customer may request to postpone the event up to two times per order, allowing the event to be rescheduled up to 1+1 year from the original date, e.g., an event scheduled for September 30, 2022 may be rescheduled to September 30, 2023 and then optionally to September 30, 2024. Customer may request a postponement by emailing Customer Service, specifying the duration of the postponement and, if applicable, the date of reactivation of the Online System. Service Provider accepts the request for postpone with the change of the Order and notes the duration and the postponement fee in the Order. Service Provider shall promptly invoice the postponement fee and Customer shall pay it in accordance with the provisions of Section 7. Service Provider simultaneously confirms the postponement and closes the Online System, i.e., terminates public access. During the postponement, Service Provider shall maintain the Online System as it existed at the time the postponement was confirmed



and shall make it available to the public again at the time the postponement is terminated. After the postponement, as soon as the Online System is available again, Customer can indicate his wish for changes or modifications within the Product Support. The postponing applies only to the use of the Online System.

## **IX. Data processing, data handling, data protection**

- 9.1. The Parties acknowledge that their cooperation includes the processing of personal data and therefore undertake to comply with Regulation 2016/679 of the European Parliament and of the Council (EU) on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter: GDPR) and Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter: "Privacy Act") with regard to their data processing activities.
- 9.2. The Parties shall also involve the contact persons named in the Order in the performance of this Agreement. With regard to the data of natural persons concerned, the Parties hold that they both act as data controllers and take the steps required and expected by law for the purpose of lawful data processing. The Parties agree that the personal data of their respective contacts and employees will be collected and processed in accordance with Article 6(1)(f) of the GDPR (the legitimate interest of the controller in the preparation, conclusion and performance of the Agreement) to the extent and for the duration necessary for the purpose. The Parties shall not be liable for each other's data processing, but undertake to inform the other Party without undue delay if a data protection incident occurs at either of them in connection with personal data processed in the implementation of the Agreement.
- 9.3. The Parties further agree that Service Provider may have access to Customer's personal data (e.g. in the context of customer care) in the course of providing the Services to Customer under this Agreement, in which case Service Provider shall be deemed to be a data processor and Customer shall be deemed to be a data controller. Customer is obliged to ensure the conditions for the lawful processing of the above-mentioned personal data (e.g., compliance with the principles of data processing, existence of the relevant legal basis and purpose, implementation of and compliance with data security measures). The consequences of unlawful data processing by Customer shall be borne solely by Customer, and Customer shall be liable for all damages resulting from the breach of the provisions concerning the data processor - including claims made by a third party (e.g., the Customer's user) against Service Provider on this basis - either against Service Provider or against the data subject.
- 9.4. The detailed conditions for the processing of the data by Service Provider as data processor are set forth in Annex 3 to this Agreement.
- 9.5. Service Provider shall take all necessary and legally prescribed measures to protect the Customer's data.

## **X. Limitation of liability**

- 10.1. Service Provider shall not be liable for any damages resulting from any error, omission, negligence, misuse of the Service by Customer, or any other cause not attributable to Service Provider, or resulting from Customer's failure to use the Service or Customer's breach of the terms of this Agreement or applicable law. Service Provider excludes its liability for damages resulting from improper or illegal use of the Service.
- 10.2. Service Provider shall not be liable for any damage to the operation of the Online System caused by unforeseeable or unavoidable external causes (e.g., force majeure).
- 10.3. Customer acknowledges that when using the Service, he may use third party services (e.g., online card payment, tax number verification, Vimeo, Zoom). Service Provider does not guarantee the availability and/or functioning of such services provided by third parties.
- 10.4. Service Provider shall not be liable for any loss of information, overloads or malfunctions caused by third parties due to the operation of the Internet network.
- 10.5. Service Provider expressly excludes liability for consequential damages.
- 10.6. Service Provider's maximum liability for damages shall be the total amount of the items specified in the applicable Order, unless the law expressly excludes such limitation of liability.

## **XI. Confidentiality**

- 11.1. The Parties hereby declare that all data, facts and in particular, but not limited to, the existence and contents of this Agreement, which become known to them in connection with the conclusion and execution of this Agreement with respect to the other Party and its activities, are to be regarded as trade secrets and may not be disclosed to third parties, made accessible or used for purposes other than the execution of this Agreement. This provision shall not apply to the transfer of data to contracting parties that provide services as subcontractors for the performance of their contractual obligations.
- 11.2. This confidentiality commitment shall remain in effect notwithstanding termination of the Agreement for any reason and shall continue in effect for a period of 3 years from the date of termination of the Agreement.

## **XII. Reference**

Service Provider is entitled to use the Customer's company name and the name of the event organized under the Service as a reference during the operation of the Service. Customer has the right to object to the use of this reference.

### **XIII. Other provisions**

- 13.1. Declarations relating to the Agreement must be made in writing, unless the law or these General Terms and Conditions permit a different form of declaration. This is considered a written declaration: an agreement signed by both Parties and documented on paper, by mail or electronically (email).
- 13.2. The declarations shall be deemed accepted upon their receipt by the other Party. If the addressee refuses to accept a declaration or if service fails for any reason in the interest of the addressee, the declaration shall be deemed to have been served on the third business day after the date of mailing. If the notice or declaration sent by email is not confirmed, it shall be deemed to have been delivered one working day after it was sent.
- 13.3. The contact details of the representatives of Service Provider and Customer who will deal with the performance of the Agreement are included in the Order.
- 13.4. Customer is obliged to inform Service Provider immediately in writing, at the latest within 5 working days, of any changes in the data provided to Service Provider. If Customer fails to notify the change, Customer shall compensate Service Provider for the damage caused by the failure to notify the change. In this case, Customer shall also bear its own damage.
- 13.5. In the application of these GT&C, the Provider's websites are the following: [www.confware.hu](http://www.confware.hu), or [www.confware.eu](http://www.confware.eu).
- 13.6. Service Provider shall ensure that the GT&C are available to Customer. In addition, the GT&C are always available on the Service Provider's website in a permanently accessible and downloadable format.
- 13.7. Service Provider must inform Customer of the essential elements of the amendment at least 15 days before the amendment of the present GT&C. Services ordered prior to the effective date of the amendment shall be provided in the manner in effect prior to the amendment.
- 13.8. The Parties shall endeavour to settle any disputes between them primarily by mutual negotiation. In the event of failure, exclusive jurisdiction is established for the adjudication of matters within the jurisdiction of the Metropolitan Court of Budapest.
- 13.9. The provisions of Act V of 2013 on the Civil Code and Act LXXVI of 1999 on Copyright and other applicable legislation shall apply to matters not covered by these GT&C. Service Provider continuously monitors changes in laws and regulations and adjusts the GT&C accordingly. If, nevertheless, any provision of these GT&C is in conflict with a mandatory provision of the applicable law, in that case the provision of the applicable law shall apply instead of the relevant provision of these GT&C.
- 13.10. These GT&C supersedes any other terms or agreements previously made by either Party in any document or statement of either Party.



**CONFWARE**  
*By AKCongress*

## **ONLINE SYSTEM AND SERVICE**

### **OPERATION ANNEX**

Annex 2.

As part of the ConfWare General Terms and Conditions

## **I. Hosting environment**

The ConfWare system is available in **virtual server services**, with system administration tasks handled by Wolters Kluwer Hungary Kft.

The internal operating rules of the Wolters Kluwer Group apply to the operation of ConfWare, including:

- regulated authorization levels;
- physical security measures (e.g., access control to the server room, fire protection);
- disaster recovery plans (e.g., DR);
- annual review.

Regular IT equipment monitoring provided by Wolters Kluwer Hungary Kft includes:

- monitoring tools such as resource monitoring and
- penetration testing to verify external intrusion;
- an annually updated Disaster Recovery Plan.

In addition, constant monitoring and occasional protection against DDoS attacks ensure the security of our customers.

**Guaranteed availability (SLA): 99.5%**, taking into account the following considerations:

- external services (e.g., third-party components) are not included in the calculation of availability;
- occasional maintenance work (e.g., bugfix) can be performed without time limit during any period. Only in the case of critical maintenance work that leads to a shutdown, we will notify the customer afterwards.
- We set a period for scheduled maintenance (software updates, other maintenance tasks) each month in advance, the maintenance calendar is available on the website. If we deviate from the periodic maintenance schedule found on the website, we will send a separate notification to the customers affected during that period (has an ongoing conference during that period).

### **SLA offer in relation to the Agreement**

In case of further development requests, ConfWare is subject to the following SLA:

**Response to requests:** Within 3 working days

**Offer preparation:** by individual agreement, but for items not exceeding 16 working hours, maximum 10 working days. For more complex items, the Parties initiate a development project in the form of a single contract. The deadline for completion of the development is included in the offer.

## Types and frequency of backups:

### Backup

- Snapshot-based backup of the virtual machine, which creates a snapshot backup of the virtual machine once a day and allows us to restore data up to 7 days back or perform a full system recovery.
- Daily backup of data (database, attachment files) and configurations – sent to the backup system once a day.

### Long-term data storage

- We keep backups for 1 year, which are stored on tapes. Access to the tapes is reserved exclusively for the professionals of Wolters Kluwer Hungary Kft. who are entrusted with system administration.

Deletion of data: We delete data from the active system after the conference ends or, at Customer's request, before the conference ends. Copies stored in backups are deleted according to the rules of long-term data storage, i.e., they are overwritten after 1 year. We cannot delete the data from the archive in any other way.

## Personnel:

Operation of the software, troubleshooting: Akadémiai Kiadó Zrt.

IT Department Local GBS Operations: Wolters Kluwer Hungary Kft.

Communicate with partners about the incident: Product Owner

## II. Troubleshooting

Issue/error: an event that hinders the operation of the online system and is detected by the actors involved in the service (end user, Customer, Service Provider, contractor of Service Provider).

The priority levels for errors are based on the combination of the following two factors:

- **Impact on business:** (impact on services provided to customers, impact on revenue, potential cost of no solution),
- **Urgency:** how much time can pass until the solution, and how quickly can the error be corrected. When determining the urgency level, the workaround should also be considered.

Priority levels are as follows:

- **Data protection incident (including personal data protection):** A data protection incident is any breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- **Critical (e.g., e-conf.com is unavailable):** A mission-critical failure that affects the majority (> 50%) of the end users of the Online System and where (i) Customer experiences a complete service outage or (ii) Customer experiences a service impairment in a mission-critical process that is intolerable from a process perspective or results in significant data loss or system damage and for which there is no workaround.
- **High (e.g., global abstract submission does not work - short deadline):** An error that impacts the business, affects a significant portion (> 10%) of the end users of the Online System, and where Customer experiences a service limitation in a mission-critical process that is intolerable from a process perspective or results in significant data loss or system damage, but for which there is a workaround.
- **Medium (e.g., submission of abstracts for a particular conference does not work - distant deadline; tax identification verification reports an error to a participant who entered the correct identification number; a participant manages to select a service in e-conf to which is not entitled):** An error that affects (i) a small portion (<10%) of the end users of the Online System and where Customer experiences a performance degradation in a mission-critical process, that is intolerable from a process perspective or results in significant data loss or system damage, but for which a workaround is available; or (ii) has minimal business impact, affects a non-critical business process, and the failure is tolerable.
- **Low (e.g., one user cannot upload their summary but everyone else can; one participant does not receive a confirmation email from the system; one participant reports that emails sent by the system arrive in their spam folder):** An error that does not fall into the above categories (low business impact, and the solution is not urgent).

The classification of the reported error also depends on the stage of organization the current conference is at (e.g., if the abstract submission module is not working properly and the deadline for abstract submission for the event in question is approaching, this error is classified as critical or high). Recovery will begin within 24 hours.

Depending on the severity of the error, Service Provider will perform repairs within 1-20 business days after the error is reported, as follows:

### **Error reporting on business days between 8:00 a.m. and 4:00 p.m.**

<b>Error level</b>	<b>First answer</b>	<b>Maximum solution time</b>
<b>Data protection incident</b>	4 hours	Variable depending on the type of incident
<b>Critical</b>	4 hours	1 business day
<b>High</b>	6 hours	5 business days
<b>Medium</b>	1 business day	10 business days
<b>Low</b>	2 business days	20 business days

### **Error reporting on business days between 8:00 a.m. and 4:00 p.m., 12 a.m. and 8 a.m. or on public holidays and on weekends**

<b>Error level</b>	<b>First answer</b>	<b>Maximum solution time from feedback</b>
<b>Data protection incident</b>	1 business day	Variable depending on the type of incident
<b>Critical</b>	1 business day	1 business day
<b>High</b>	1 business day	5 business days
<b>Medium</b>	1 business day	10 business days
<b>Low</b>	2 business days	20 business days

### **III. Troubleshooting and other conditions for troubleshooting**

Service Provider shall perform troubleshooting and related services **during the availability time**, i.e., weekdays between 8:00 a.m. and 4:00 p.m.

Email address: support.confware@akademiai.hu

Customer Service: +36 20 349 0827

Service Provider shall provide an email-based online error reporting service and telephone customer support for problems related to the System or the software(s) that comprise it during the availability time. A prerequisite for the start of troubleshooting is an electronically transmitted error message containing sufficiently detailed information.



#### **IV. Minimum system requirements**

ConfWare supports major web browsers, such as the latest versions of Edge, Internet Explorer, Mozilla Firefox, Google Chrome, Opera and Safari.

When using a computer, a screen resolution of at least 1024\*768 pixels is recommended.

#### **V. List of external providers**

- 5.1. Electronic payment interfaces (in case of using card payments within the payment module - a separate agreement must be concluded. The external provider is responsible for their availability):
  - CIB, SimplePay, PayPal Checkout Button, Barion
- 5.2. Integration of the membership management system (regulates the eligibility of fees in the Registration fee module - a separate agreement must be concluded. The external provider is responsible for their availability):
  - IntelliMed
- 5.3. Integration of the billing system (when using an external billing software in the billing module - a separate agreement must be concluded. The external provider is responsible for their availability):
  - Számlázz.hu, integration of a unique billing system
- 5.4. External hosting services for file storage (in the Abstract module (upload presentation) - a separate agreement must be concluded. The external provider is responsible for their availability):
  - Dropbox
- 5.5. EU, UK VAT number validation (when entering the tax number in the billing module - if the service of the third party is not available, the invoice can still be created, but the validation is not performed.)
  - EU: [http://ec.europa.eu/taxation\\_customs/vies/checkVatService.wsdl](http://ec.europa.eu/taxation_customs/vies/checkVatService.wsdl)
  - UK: <https://api.service.hmrc.gov.uk/organisations/vat/check-vat-number/lookup/>
- 5.6. Virtual Sessions - Integrated Services (in the case of an online or hybrid conference, in the virtual module - Customer is responsible for the use of the services in question, the external provider is responsible for their availability.)
  - Zoom, Teams, Vimeo, YouTube, Sli.do



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## **ONLINE SYSTEM AND SERVICES**

Annex 3.

As part of the ConfWare General Terms and Conditions

**AKADÉMIAI KIADÓ ZRT. DATA PROCESSING AGREEMENT**  
(The Akadémiai Kiadó Zrt. as Data Processor)

## **I. Details of data processing**

The Annex 1 of this Data Processing Agreement sets out the main features of the data processing operations carried out by Data Processor in accordance with Controller's instructions (e.g., the subject matter of the processing, the nature and purpose of the processing, the type of personal data and the types of data subjects).

## **II. Rights and obligations of Data Controller**

Data Controller shall be entitled and obliged to give instructions to Data Processor in general or in specific cases regarding the processing of data. The instructions may relate to the modification, deletion or blocking of personal data. Instructions shall generally be given in writing, unless urgency or other special circumstances require a different form (e.g., verbally or electronically). Data Controller shall immediately confirm in writing any instructions given in a form other than written. If the execution of an order entails costs for Data Processor, Data Processor shall be obliged to inform Data Controller of such costs in advance. Data Processor shall not be obliged to execute the order until Data Controller has confirmed that the costs will be borne.

## **III. Obligations of Data Processor**

Data Processor is obliged to:

- (a) process personal data exclusively in accordance with the instructions of and on behalf of Data Controller; the relevant instructions shall be provided in the Order, in this Data Processing Agreement and in other documented forms;
- (b) notify Data Controller immediately if, for any reason, Data Processor is unable to comply with the Data Controller's instructions;
- (c) ensure that the persons authorized by Data Processor to process personal data on behalf of Data Controller undertake to maintain confidentiality or are subject to an appropriate confidentiality obligation, and that the persons having access to personal data process them only in accordance with the instructions of Data Controller;
- (d) implement technical and organizational security measures for the processing of personal data that comply with the requirements of the relevant data protection laws, as specified in the Annex 'Operations', and provide Data Controller with appropriate safeguards with respect to such technical and organizational security measures;
- (e) assist Data Controller with appropriate technical and organizational measures, to the extent possible, in fulfilling its obligations in relation to the exercise of data subjects' rights, including the right to information, access, rectification, erasure, restriction of processing, notification, data portability, objection and automated decision-making. If such feasible technical and organizational measures require a change or improvement with respect to the technical and organizational

measures listed in the Annex 'Operations', Data Processor shall inform Data Controller of the cost of implementing such additional or corrective technical and organizational measures. If Data Controller confirms that it will bear such costs, Data Processor shall implement the additional or corrective technical and organizational measures to assist Data Controller in fulfilling the requests of the data subjects;

- (f) provide Data Controller with all necessary information to enable Data Controller to comply with the obligations set out in this Data Processing Agreement and in Article 28 of the General Data Protection Regulation, and facilitate and support reviews, including audits, carried out by Data Controller or another auditor appointed by Data Controller. Data Controller is aware that any on-site and in-person review of personal data may significantly disrupt the Data Processor's operations and involve significant costs and time. Therefore, Data Controller may only conduct in-person and on-site inspections if it reimburses Data Controller for the costs and expenses it incurs in disrupting its business;
- (g) Informs Data Controller without undue delay of the following:
  - (i) of any legally binding request from law enforcement authorities for disclosure of personal data, unless prohibited, for example, by criminal law provisions on the preservation of investigative secrecy;
  - (ii) of any complaint or request received directly from a data subject (e.g., access, rectification, erasure, restriction of processing, data portability, objection to processing, and automated decision making) without undue delay, unless otherwise instructed;
  - (iii) if Data Processor is required by EU or Member State law to process personal data beyond the instructions of Data Controller before carrying out such processing, unless EU or Member State law prohibits such disclosure for important public interests; the notification shall specify the relevant EU or Member State law;
  - (iv) if Data Processor considers that an instruction violates relevant data protection law; after such notification, Data Processor shall not be required to carry out the instruction unless Data Controller confirms or modifies it; and
  - (v) after becoming aware of a personal data breach that has occurred at Data Processor. In the event of such a data protection incident, Data Processor shall assist Data Controller, upon the request of Data Controller, in fulfilling its obligations under the relevant data protection laws, including informing the data subjects and, where applicable, the supervisory authorities, and in documenting the data protection incident.
- (h) assist Data Controller in carrying out a data protection impact assessment in accordance with Article 35 of the General Data Protection Regulation in relation

to the services provided by Data Processor to Data Controller and the personal data processed by Data Processor on behalf of Data Controller;

- (i) deal with all requests relating to the processing of personal data which are the subject of data processing by Data Controller (e.g., those which enable Data Controller to respond to and deal with complaints or requests from data subjects in a timely manner) and to comply with the instructions of the supervisory authorities regarding the processing of the data submitted;
- (j) to the extent required by Data Processor and upon request, promptly rectify, erase or block personal data processed under this Data Processing Agreement. If and to the extent that personal data cannot be deleted due to the retention obligations imposed by law, Data Processor shall be obliged to restrict the future processing or use of the personal data concerned or to remove the associated personal identifier from the personal data (hereinafter referred to as "blocking"). If such a blocking obligation applies to Data Processor, Data Processor shall be obliged to delete the personal data concerned by the last day of the calendar year corresponding to the retention period.

#### IV. Further processing

- (a) Data Controller authorizes Data Processor to use further data processor(s) for the provision of the Services. Data Controller authorises the following additional data processor(s):

Name	Address	Purpose of use
Wolters Kluwer Hungary Kft.	Building A, 3rd floor, Budafoki út 187-189, 1117 Budapest	System administration services
Invitech ICT Services Kft.	Edison utca 4, 2040 Budaörs	Server and hosting services, data backup services
Kyndryl Hungary Kft.	Building 35, Berényi utca 72-100, 8000 Székesfehérvár	Data backup services

- (b) If Data Processor wishes to use new or additional data processors, it shall be obliged to notify Data Controller of any planned changes in relation to the addition or replacement of the additional data processors ("**Notice of Use of Additional Data Processors**"). If Data Controller has a justified objection to the use of such additional data processor, Data Controller shall notify Data Processor in writing within 14 days of receipt of the Notice of Use of Additional Data Processors.
- (c) Data Processor is obliged to contractually impose on any additional data processor the same data protection obligations as those set out in this Data Processing Agreement. The agreement between Data Processor and any additional data processor shall provide adequate guarantees for

the implementation of the technical and organizational security measures set forth in the Annex 'Operation', to the extent that such measures are relevant to the services provided by the additional data processor.

- (d) Data Processor shall carefully select any additional data processors.
- (e) Data Processor shall remain responsible to Data Controller for the performance of the obligations of additional data processors in the event that such additional data processor fails to perform its obligations. In the meantime, Data Processor shall not be liable for any damage or claims arising from instructions given by Data Controller to other data processors.

## **V. Limitation of liability**

The present Data Processing Agreement and any liability arising therefrom or in connection therewith shall be governed by the liability provisions set forth in the General Terms and Conditions attached hereto.

## **VI. Duration and termination**

- (a) The term of this Data Processing Agreement shall correspond to the term of the respective Order. Except as otherwise provided in this Agreement, the rights and requirements relating to termination of the Agreement shall be the same as those set forth in the General Terms and Conditions.
- (b) Upon termination of the Order, Data Processor shall delete the personal data, unless European Union or Member State law requires Data Processor to retain the personal data.

## **VII. Mixed provisions**

- (a) In the event of any conflict between this Data Processing Agreement and any other agreement between the Parties regarding the Parties' data protection obligations, this Data Processing Agreement shall prevail. In case of doubt as to whether the provision in the other agreement applies to the Parties' data protection obligations, this Data Processing Agreement shall prevail.
- (b) If any provision of this Data Processing Agreement is found to be invalid or unenforceable, the remaining provisions of this Data Processing Agreement shall remain in full force and effect.

## **Annex 1 - Categories of data subjects**

The Online System may store data of private individuals registered for certain conferences of Data Controller, as well as other private individuals designated by them.

### **Subject of the processing**

The Online System is used to register for the conference organised by Data Controller, as well as to conduct the conference and prepare the statements of account.

### **Nature and purpose of the processing**

Data Processor shall provide the Online System and other services necessary for the registration for the conference and its implementation to Data Controller. Data Processor shall provide, upon request, the storage, access and archiving of the data for a specified period of time.

### **Nature of personal data**

Personal data stored in the Online System includes: full name, title, email address, affiliation/institution, billing address, phone number, conference registration information, and companion information.

### **Special categories of data (if any)**

The data submitted pertains to the following special categories of data: a person registering for the conference may indicate such special needs.



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**CONFWARE SERVICES**  
**CUSTOMER SUPPORT, PRODUCT SUPPORT,**  
**OTHER SERVICES**

Annex 4.

As part of the General Terms and Conditions of ConfWare



Name of the service	Availability	Availability on business days	Availability on holidays	Invoicing
Customer Service	confware@akademiai.hu	8 a.m. to 4 p.m.	-	-
Knowledge Base		0-24	0-24	-
Product Support	support.confware@akademiai.hu	8 a.m. to 4 p.m.	-	at the time of order
Training	support.confware@akademiai.hu	8 a.m. to 4 p.m.	-	upon completion
Error Reporting (email)	support.confware@akademiai.hu	8 a.m. to 4 p.m. (24/7)	8 a.m. to 4 p.m. (24/7)	-
Troubleshooting	support.confware@akademiai.hu	8 a.m. to 4 p.m.	-	upon completion
Custom Development	confware@akademiai.hu	8 a.m. to 4 p.m.	-	at the time of order

### **Customer Service:**

We are available at Customer Service for agreement signings, general service information, billing, demo requests or general questions.

### **Knowledge Base:**

We have set up a Knowledge Base for Customers of the ConfWare Online System to learn about the service and its configuration options, and to help them learn how to use the Online System on their own. Our partners can access the Knowledge Base at any time via the ... website, so they can get an immediate answer to most questions.

### **Product Support**

We offer product support services to our customers who need regular personal assistance in using the Online System. Product support is available via email, phone, and video call if needed. Service Provider will use the available administrative account to provide Product Support. The price for the selected Product Support Package will be billed at the time of order. When the time frame included in the Product Support Package expires, a new package or an extension of the package can be requested and will be charged after the order is placed.

### **Training:**

During the training we proceed according to the needs of the partner, presenting the operation of the system through a fixed video call and teaching how to use the functions.

### **Error Report:**

When submitting an error report, Service Provider expects Customer to provide as much detail as possible about the nature of the error, when it occurred, and the circumstances.

**Troubleshooting:**

If the detected error is caused by Customer (e.g., data loss) and is not due to the non-contractual operation of the Online System, we will charge a fee for troubleshooting. Service Provider will prepare a monthly report on the procedure for reported errors and the time required, which will be used for the monthly billing of the service. The elimination of detected defects and errors not caused by Customer is free of charge during the testing.

**Custom Developments:**

We continuously develop the ConfWare Online System to meet any challenge, but we are also happy to support our partners with individual solutions. As part of a custom development, we can also connect your billing system to the ConfWare Online System. For custom developments we always create an individual offer, please contact our customer service!