# CLEARVIS.IO – TERMS OF SERVICE (ToS)

## 1 INTRODUCTION

1.1 Thank you for choosing Clearvis.io to provide you with our Services.

1.2 Unless we have agreed on separate written terms signed by authorized persons on behalf of both parties, these terms of services (our **Terms of Service**) apply to the Services Clearvis.io provides to the Customer and its Authorized Users, forming part of the Agreement between the Customer and Clearvis.io.

1.3 The Agreement applies to the contract between the parties to exclude any other terms that the Customer may seek to impose or incorporate, or implied by trade, custom, practice, or course of dealing, save as specified in clause 1.2 above.

1.4 These Terms of Service are published on our documentation website (https://clearvis.io), and Customers may wish to save a copy for its records. Every time the Customer enters into an Agreement with Clearvis.io, it should check the latest version of these Terms of Service to ensure that it understands the terms that will apply. These Terms of Service were most recently updated on 6 April 2023. Historic versions can be obtained by contacting us.

1.5 This Terms of Service has the following annexes:

Annex 1: Subscription Plans and Pricing

Annex 2: Privacy Policy

## 2 DEFINITIONS

2.1 The defined terms in bold text below have the meanings given to them below when used throughout these Terms of Service:

**Account** means an account through which any User logs in to access the Service, which serves as the User's identity on the Site.

**Authorized User** means any User permitted to access the Customer's Subscription, for whose actions on the Site and using the Services the Customer accepts liability and responsibility. The Customer must authorize such Users to access its Subscription.

**Agreement** means, collectively, all the terms, conditions, notices contained or referenced in these Terms of Service.

**Charges** mean the charges the Customer must pay Clearvis.io to use the Services during the applicable Term.

**Clearvis.io, We, Us,** or **Our** refer to ClearVis PMS Ltd., a limited company in Hungary registered under the company number 13-09-156523 and tax number HU23929348.

**Clearvis.io Data** means Data that we (or our third-party licensors/service providers) own. All Data that is not Customer Data or User Data is Clearvis.io Data.

**Confidential Information** means all non-public information (including, in Clearvis.io's case, any information not published on its website) disclosed by either party to the others, whether in writing, orally, or by other means, designated as confidential or that the receiving party knows or reasonably should know, under the circumstances surrounding the disclosure and the nature of the information, is confidential to the disclosing party, including (where not exempted according to the other provisions of the Agreement, any personal data obtained by Clearvis.io through service requests). For the avoidance of doubt, no Data posted on the Services will be considered Confidential Information except for Customer Data stored solely in the Customer's Subscription, and pricing information shall be regarded as Clearvis.io's Confidential Information unless one of the exemptions below applies. Confidential Information does not include any information that (i) was in or comes into the public domain through no fault or breach of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party who has a lawful right to disclose it; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; (iv) the receiving party independently develops without access to or use of the other party's Confidential Information.

**Cost Bearer** means the legal person or entity different from the Customer, who is completely or partially paying the Charges (if applicable). When the Terms of Service refers to the Customer or Subscriber, it also includes Cost Bearer, in particular with regard to the payment of Charges.

**(the) Customer** or **Subscriber** means the legal person or entity that has entered into the Agreement with Clearvis.io by clicking a checkbox on our Site to indicate their acceptance of these Terms of Service, who is paying the Charges independently or together with Cost Bearers.

**Customer data** means Data that Customer or its Authorised Users (where they have separately agreed with the Customer that the rights in any Data they create or generate will be assigned to the Customer) creates, owns, or to which Customer holds the rights. Data generated by the Customer's Authorised Users are deemed Customer Data by default (but could be User Data where Customer and any of its Authorised Users have agreed that the relevant Authorised User shall retain ownership of such Data).

**Data** means data or content featured or displayed through the Site or available through the Service, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on the Site or otherwise available through the Service.

**Effective Date** is the earlier date on which the Customer checks the checkbox on our registration form indicating the acceptance of this Terms of Service, clicks "Register" and is permitted access to the Services.

**Service** means Clearvis.io's applications, software, services and associated documentation (where applicable).

**Site** means Clearvisio's website located at https://clearvis.io, any relevant subdomains or other websites we operate from time to time.

**Subscription** means the collaborative workspace associated with the Customer and multiple Users where multiple Users can collaborate. An User Account is a member of a Subscription.

**Term** means the term of the Agreement as defined in clause 8.1.

**Terms of Service** have the meaning give in clause 1.2 above.

**User** means individual users who (a) access or use the Service, (b) or direct the use of an Account in the performance of functions, where relevant on the Customer's behalf (if an Authorised User).

**User Data** means Data created or owned by Users other than the Customer's Authorised Users (i.e., Customer Data).

2.2 The following rules of interpretation shall also apply in the Agreement:

(a) Clause headings shall not affect the interpretation of the Agreement. References to clauses are to the clauses of these Terms of Service.

(b) Words in the singular shall include the plural and vice versa.

(c) A reference to a statute or statutory provision refers to it as it is in force, for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

(d) Any words following the terms including include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

## 3  COMMENCEMENT AND ACCOUNTS

3.1 The Customer enters the Agreement by clicking checkbox on our Site during registration, indicating the acceptance of these Terms of Service. The Agreement will not be signed and manually filed as a printed document.

3.2 Subject to (where applicable) payment of the Charges and the other restrictions set out in the Agreement, Clearvis.io with this grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to permit its Authorised Users to use the Services during the Term, solely for the Customer's benefit exercising the ordinary functions of the Service.

3.3 To the extent the Customer uses any Free Services, it acknowledges and agrees that its entitlement to access and use such Free Services constitutes reasonable and sufficient consideration. In return, it is willing to adhere to the terms of the Agreement.

3.4 The Customer warrants and represents that any information provided to Clearvis.io is complete, accurate, and not misleading (including information concerning its Authorised Users and other information provided as part of its Account / Subscription / Agreement setup process) and that it will inform Clearvis.io if at any time that information changes. In contrast, the Customer or its Authorised Users continue to use the Services and Site and acknowledges that Clearvis.io may rely on such information and not seek to establish its reliability.

3.5 The Customer is responsible and liable for:

(i) all Data posted and activity that occurs under the specific User Account associated with the Customer (all Authorised Users must have a single User Account operated by a specific individual User);

(ii) maintaining the security of such an Account's login credentials; and

(iii) promptly notifying Clearvis.io upon becoming aware of any unauthorized use of, or

access to, the Services through its Account, in respect of/by any of its Authorised Users or their Accounts.

## 4  DATA PROCESSING AND SECURITY

4.1  For providing Services, Clearvis.io processes the personal data entered by Authorised Users of the Customer (for example, storing health records for future reference, forwarding data to the patient, storing spectacles order parameters). For avoidance of doubt, in the context of European Union GDPR data processing law, the Customer is the data controller and Clearvis.io is the data processor. The types of personal data processed and the reasons of processing are described in detail in Annex 3.

4.2  Clearvis.io will only transfer personal data to a third country or international organisation on the basis of written instructions from the data controller. The Parties stipulate that the Customer is responsible for the lawfulness of the instructions for the processing operations (in particular, the correctness of the personal data processed by Clearvis.io and the existence of the necessary consent for their processing). Clearvis.io shall notify the Customer without undue delay if, in its opinion, any instruction given by the Customer is contrary to GDPR or other legal provisions on data processing. Clearvis.io may decide to suspend the execution of the instruction until the Customer confirms or modifies it. If the Customer maintains his instruction, Clearvis.io shall be entitled to refuse to execute the instruction.

4.3  Clearvis.io shall assist the Customer in data protection impact assessment and in response to data security incidents (obligations under Articles 32-36 GDPR), to the extent of information available to Clearvis.io.

4.4  In the event of termination of the Agreement, Clearvis.io shall (at the Customer's choice) delete or return to Customer all personal data, unless EU or Member State law requires the storage of personal data.

4.5  The Customer acknowledges that Clearvis.io may use additional data processors (sub-processors) to provide Services. Clearvis.io shall only use sub-processors set out in Annex 3 for the purposes set out therein. When a sub-processor is used, Clearvis.io shall impose the data protection obligations set out in this Agreement on the sub-processor. The sub-processor shall provide appropriate guarantees for the implementation of appropriate technical and organizational measures and thereby ensure that the data processing complies with the requirements of the GDPR. If the sub-processor fails to comply with its data protection obligations, Clearvis.io shall be fully liable to the Customer for the performance of the sub-processor's obligations.

4.6  Clearvis.io will not transfer personal data to third parties unless:

(a) the Authorised Users of Customer configure the Subscription to transfer data. In such cases, the scope of the data transferred is set out on the configuration page. Authorised Users can change the configuration if the Customer wishes to avoid the transfer.

(b) requested by public authorities, if the transfer of the data is required by law.

4.7  Clearvis.io uses all reasonable endeavors to protect the Data from unauthorised access, alteration, disclosure, deletion or damage, thereby provides a level of data security appropriate to the level of risk. However, the Customer understands and acknowledges that use of the Services necessarily involves the transmission of Data (including Customer Data) over networks that are not owned, operated, or controlled by Clearvis.io and that Clearvis.io cannot be held responsible for any Customer Data lost, altered,

intercepted or stored across such networks. Clearvis.io does not guarantee that its security procedures will be error-free, that Customer Data's transmissions will always be 100% secure or that unauthorized third parties will never be able to defeat Clearvis.io's security measures.

4.8     Clearvis.io stores the Data on servers located in Hungary.

4.9     In case of the data protection incident, Clearvis.io shall notify the Customer without undue delay, but no later than 24 hours from the time of becoming aware of it. In the notification, Clearvis.io shall summarize the impact of the data breach on the Customer, if known, and the corrective action Clearvis.io intends to take. Clearvis.io shall promptly take all necessary or proposed corrective actions and cooperate fully with the Customer in all reasonable and lawful efforts to prevent, mitigate or remedy the data breach. Clearvis.io shall bear the costs and expenses related to the performance of its obligations described in this paragraph, unless the data breach was caused by the Customer's act or omission. Clearvis.io shall assist the Customer in fulfilling its own obligation to notify the data breach and the Customer's obligation to inform the data subjects pursuant to the provisions of the GDPR and other data protection legislation.

4.10    When using the Services, Clearvis.io (like most similar service providers) places "browser cookies" on the devices used by Authorised Users. The "browser cookies" are required to provide Services, in particular to allow Clearvis.io to identify the Authorised User sessions. Customer acknowledges that the Services may only be accessed by accepting "browser cookies".

## 5     SERVICES AVAILABILITY

5.1     Clearvis.io guarantees 99.5% availability of the Services for Subscriptions not in the free tier. Clearvis.io does not guarantee availability for the free tier, but will endeavor to provide Services with the highest possible availability.

5.2     Availability is calculated in 5-minute periods. Any period when the Service was not available during the entire period is considered an outage. Unavailability for less than 5 minutes shall not be considered as service outage.

5.3     Clearvis.io may, if necessary, carry out maintenance between 22:00 (CET) and 05:00 (CET) on any day of the week without prior notice, during which the services may be partially or completely unavailable. These periods are not included in the availability time.

5.4     The Customer is entitled to a fee reduction in the event of incorrect performance by Clearvis.io. The penalty rate is based on the Charges projected for one month. Subscriber is entitled to a reduction of fifty (50) percent of the monthly fee, when the service availability is below the target value in clause 5.1. The reduction shall be applied on next invoice issued after the event.

## 6     INTELLECTUAL PROPERTY

6.1     For the avoidance of doubt, as between Clearvis.io and the Customer, the Customer retains ownership of Customer Data that the Customer or its Authorised Users create or own.

6.2     Clearvis.io is the copyright owner or the authorized user of the software supporting our Services. The Customer acknowledges that it has no right to access the software supporting our Services in source code form or unlocked coding or comments.

6.3     Clearvis.io is the copyright owner or authorized user of all content and non-Customer

Data displayed (including, but not limited to, graphics, layout designs). Apart from the extent necessary for the intended use of our Services, these intellectual works may not be used or exploited in any other form without the prior written permission of Clearvis.io.

## 7 CONFIDENTIALITY

7.1 Neither party will use the other's Confidential Information except as permitted under the Agreement. Each party agrees to maintain confidentiality and protect the other party's Confidential Information using at least the same degree of care as it uses for its information of a confidential and proprietary nature but, in any event, at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other party's Confidential Information, including, without limitation, disclosing such Confidential Information strictly only to those of its or its Affiliates' employees, representatives, consultants, contractors, or agents (together Representatives) who need to know such information, are subject to restrictions around the use of such Confidential Information substantially similar to those set out in this clause. Each party shall be liable and responsible for its Representatives' adherence to such terms. The preceding obligations will not restrict either party from disclosing Confidential Information of the other party under the order or requirement of a court, administrative agency, or other governmental body provided that the party required to make such a disclosure gives reasonable notice to the other party to enable such party to contest such order or requirement (to the extent permitted by law).

7.2 To avoid doubt, Clearvis.io considers Customer Data in the Subscription to be the Customer's Confidential Information and will protect and keep confidential such Confidential Information per (this) clause 7. Some exceptions to this duty (i.e., the limited circumstances where Clearvis.io may access internally or disclose such Confidential Information externally) are set out in clause 4.6.

## 8 PRICE AND PAYMENT TERMS

8.1 Our current pricing for every subscription tier is available in Annex 2. The Customer agrees to pay the Charges itself or together with Cost Bearers monthly or yearly in advance, without deduction or set-off of any kind. The Customer agrees to receive notifications about payments (including issued pro-forma invoices and invoices) in the Subscription and via email address given in billing information.

8.2 The Customer must keep the Customer's and Cost Bearers' contact information, billing information, and credit card information (where applicable) up to date through their account.

8.3 All Charges payable under the Agreement are non-refundable, except as otherwise provided in the Agreement.

8.4 Suppose the Customer or Cost Bearer pays by credit card, direct debit, or other online payment methods. In that case, it authorizes Clearvis.io to charge the credit card, bank account, or other online payment methods for all fees payable during the Subscription Term. The Customer further authorizes Clearvis.io to use a third party to process payments and consent to disclose the Customer's and Cost Bearer's payment information to such a third party.

8.5 The Customer acknowledges that the issued invoices are only provided in digital format, Clearvis.io will not mail printed version of invoices.

8.6     If Clearvis.io has not received payment of any amount due and owing under the Agreement within fifteen (15) days after the due date, and without prejudice to any other rights and remedies of Clearvis.io:

(a) Clearvis.io may, without liability to the Customer, disable the Customer's and any Authorised Users' passwords, accounts and access to all or part of the Services (including the Free Services) and Clearvis.io shall be under no obligation to provide any or all of the Services or Support while the payment(s) concerned remain unpaid; and

(b) interest shall accrue on such due amounts at an annual rate equal to 2.5% over the then-current base lending rate of Hungarian MNB central bank base rate at the date the relevant invoice was issued, compounded monthly, commencing on the due date and continuing until fully paid, whether before or after judgment, where Clearvis.io is not satisfied that the Customer has not acted reasonably and in good faith in disputing any amount due and owing.

8.7     If the Customer is located in the EU, the Customer must provide Clearvis.io with the VAT registration number under which the Customer is registered in the Customer's member state. Suppose the Customer does not give Clearvis.io a VAT registration number before the Customer's transaction is processed. In that case, Clearvis.io will not issue refunds or credits for any charged VAT.

8.8     Suppose the Customer is required to deduct or withhold any tax. In that case, the Customer must pay the amount deducted or withheld as required by law and pay Clearvis.io an additional amount so that Clearvis.io receives payment in full as if there were no deduction or withholding.

## 9     TERM AND TERMINATION

9.1     This Agreement shall commence on the Effective Date and continue in full force and effect until terminated by either Party according to the rules of termination described in (this) clause 9.

9.2     The Customer is assigned the Free Tier at the time of conclusion of this Agreement.

9.3     The Customer shall be entitled to upgrade their subscription to the Services (such that the level of Charges increases) at any time by selecting the appropriate options within their Account. Such upgrades shall take effect on a pro-rated basis (or the basis otherwise specified in the platform) with immediate effect.

9.4     Subscription level downgrade may be initiated by the Customer at any time by selecting appropriate options within their Account. Still, any change to Services and Charges will take effect at the next billing cycle, and no refunds will be issued.

9.5     This Agreement may be terminated:

(a) by Customer providing 8 days notice of its intent to terminate.

(b) by Clearvis.io providing 30 days notice of its intent to terminate.

(c) when the Subscription is inactive. A Subscription is inactive when none of the Authorized Users use their Account for 180 days. Clearvis.io shall send email notification to the Customer about the termination due to inactivity 15 days before termination.

(d) by mutual written Agreement of the Parties.

(e) by either Party with an immediate effect, if the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy

that breach within 14 days of that party being notified in writing of the Breach.

(f) by either Party with an immediate effect, if bankruptcy or other proceedings relating to the insolvency are instituted against the other Party. Either Party shall immediately notify the other Party if it decides to wind up its affairs or if it becomes aware that a third party has initiated bankruptcy or liquidation proceedings against it.

9.6 Clearvis.io has the right to suspend access to any part of the Service, including removing Data, at any time for violation of the Agreement, or to protect the Service's integrity, operability, and security, effective immediately, with or without notice. Unless prohibited by law or legal process or to prevent imminent harm to the Services or any third party, Clearvis.io typically provides notification in the form of a banner or email on or before such suspension. Clearvis.io will, in its discretion and good faith, tailor any suspension as needed to preserve the Service's integrity, operability, and security.

9.7 Clearvis.io may also suspend any Authorised User's access to any or all Services without notice for the use of the Services in a way that violates applicable laws or regulations or the terms of the Agreement, or which Clearvis.io reasonably determines has or may negatively reflect on or affect Clearvis.io, its Services or its other Customers or Users. Clearvis.io may terminate the Agreement if the User Account associated with the Customer has been suspended for more than 90 days.

9.8 The Customer acknowledges that discontinuing the use of the Services does not constitute termination of the Agreement and thus does not affect the Customer's obligation to pay the Charges.

## 10   CONSEQUENCES OF TERMINATION OR EXPIRY

10.1 Upon termination or expiry of the Agreement:

(a) Customer will no longer have the right to use the Services.

(b) as regards Charges, if any Charges were owed before termination, the Customer must pay those Charges immediately; otherwise, (a) if the Customer validly terminated the Agreement for cause, Clearvis.io will promptly refund any prepaid but unused fees covering the use of the Services after termination; and (b) if Clearvis.io terminated the Agreement for cause, the Customer will promptly pay all unpaid Charges due through the end of the Term. As noted above, Charges are otherwise non-refundable.

(c) The Customer will promptly destroy all Confidential Information belonging to Clearvis.io to the extent permitted by the Service.

(d) Provided the Agreement was not terminated early by Clearvis.io due to the breach by the Customer or any of its Authorised Users, subject to payment of a fee where applicable, Clearvis.io will make reasonable efforts to provide the Customer with a copy of its lawful, non-infringing Customer Data held in its or its Authorised Users' Accounts upon request, provided that the Customer makes this request within 90 days of termination. Otherwise, Clearvis.io will retain and use Customer Data as necessary to comply with our legal obligations, resolve disputes, and enforce Clearvis.io's agreements.

10.2 All clauses of the Agreement which are expressed or by their nature required or contemplated to survive termination will survive termination.

## 11   WARRANTY AND DISCLAIMER

11.1 Each party represents and warrants to the other that it has the legal power and authority

to enter into the Agreement (in the case of an individual User representing the Customer, on that organization or entity's behalf) and that the Agreement is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of the Agreement, and that the Agreement is accordingly binding upon each party and enforceable per its terms.

11.2   Clearvis.io undertakes that the Services and Support will be provided with reasonable skill and care and that it will use reasonable endeavors to maintain the Services for the duration of the Term, subject to downtimes for planned maintenance or maintenance outside Clearvis.io's reasonable control. Otherwise, Clearvis.io gives no warranties concerning the Services.

11.3   The undertaking at clause 11.2 shall not apply to the extent of any non-conformance which is caused by (a) use of the Software or Services contrary to Clearvis.io's instructions or otherwise than as permitted by the Agreement, (b) modification or alteration of the Services by any party other than Clearvis.io or Clearvis.io's duly authorised Representatives, without Clearvis.io's written consent; (c) use of the Software in an application, or with any software, hardware or materials for which it was not intended; (d) the Software or Services are used otherwise than as permitted by the Agreement; (e) issues with any Customer Equipment used to access the Services (in this regard the Customer acknowledges it and its Authorised Users are responsible for ensuring that they have adequate functioning Customer Equipment permitting access to the Services); (f) interaction of the Services with other software programmes or plugins maintained by the Customer; or (g) acts or omissions otherwise attributable to the Customer and/or outside Clearvis.io's reasonable control. Suppose the Services or Support do not conform to the undertaking in clause 11.2. In that case, Clearvis.io will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly or provide the Customer with an alternative means of accomplishing the desired performance or, if the breach cannot be cured, terminate the Agreement and refund the unused prepaid Charges. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of such undertaking. Notwithstanding the preceding, Clearvis.io does not warrant that Customer's use of the Services and Software will be uninterrupted or error-free.

11.4   Otherwise, Clearvis.io provides the Services "AS IS" and "AS AVAILABLE" without warranty of any kind. Without limiting this, Clearvis.io expressly disclaims all warranties, whether express, implied, or statutory, regarding the Services, including any warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement. Clearvis.io does not warrant that the Services will meet the Customer's requirements; that the Services will be uninterrupted, timely, secure, or error-free; that the information provided through the Services is accurate, reliable, or correct; or that any defects or errors will be corrected; that the Services will be available at any particular time or location; or that the Services is free of viruses or other harmful components. Clearvis.io will not be responsible for any risk of loss resulting from the Customer's downloading or using files, information, Data, or other material obtained from the Service.

11.5   Clearvis.io may, from time to time at its discretion, generally upgrade and improve the Services as it sees fit, and the Customer acknowledges that such upgrades and improvements may affect its use of the Services.

## 12   LIMITATIONS OF LIABILITY

12.1    This clause 12 sets out the entire financial liability of Clearvis.io (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of (a) any breach of the Agreement (including one giving rise to any Claim); (b) any use made by the Customer of the Services, Support or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

12.2    Except as expressly and specifically provided in the Agreement: (a) all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; (b) the Services and Support provided, procured or sub-contracted by Clearvis.io under the Agreement, are provided to the Customer on an "as is" basis; and (c) the Customer assumes sole responsibility for the use of the Services and Support by it, the Authorised Users, and conclusions drawn from such use. Clearvis.io shall have no liability for any damage caused by errors or omissions in any information, instructions, or data provided to Clearvis.io by the Customer in connection with the Services, Software, or Support, or any actions taken by Clearvis.io at the Customer's direction.

12.3    Nothing in the Agreement excludes Clearvis.io's liability: (a) for death or personal injury caused by Clearvis.io's negligence; (b) for fraud or fraudulent misrepresentation; or (c) any other liability which cannot strictly be excluded or limited by relevant law.

12.4    Subject to clauses 12.2 and 12.3: (a) Clearvis.io shall not be liable whether, in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and (b) Clearvis.io's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total subscription Charges paid during the 12 months immediately preceding the date on which the claim arose.

12.5    The Customer acknowledges and accepts that unless explicitly and specifically stated (a) Clearvis.io does not and cannot warrant or represent that the Services and Support are compliant with any regulatory or legal requirements to which it may be subject or which may be relevant to the purposes for the Services may be used, and (b) Clearvis.io cannot be held responsible or liable for human error and negligent or fraudulent use of the Services.

## 13    INDEMNITY AND RELEASE

13.1    The parties will defend each other against third-party disputes, complaints, claims, actions, and proceedings (together Claims), as and to the extent set out in this clause 13. They will meet any losses, liabilities, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) (together Liabilities) resulting from a final adverse judgment or an approved settlement in respect of such Claims, provided that if any third party makes a claim, or notifies an intention to make a Claim, against a party seeking indemnification (via the Indemnified Party) which may reasonably be considered likely to give rise to a liability under an indemnity, the Indemnified Party shall:

(a) as soon as reasonably practicable, provide written notice of the Claim to the party from whom it is seeking the indemnity (via the Indemnifying Party), specifying the nature

of the Claim in reasonable detail (provided that failure to do so shall not prejudice the Indemnifying Party's obligation to indemnify unless to the extent their defense of any Claim is subject to any material prejudice)

(b) not make any admission of liability, agreement, or compromise concerning the Claim without the prior written consent of Indemnifying Party (not to be unreasonably conditioned, withheld, or delayed).

(c) give Indemnifying Party and its professional adviser copies (on reasonable prior notice) of any documents and records within the power or control of Indemnified Party of relevance to the Claim to assess the Claim, and

(d) be deemed to have given to Indemnifying Party sole authority to avoid, dispute, compromise, or defend the Claim, provided that (i) the Indemnifying Party shall not make any admission of liability or compromise concerning any Claim where this entails any liabilities for, or acknowledgment of fault by, the Indemnified Party without the Indemnified Party's prior written consent (not to be unreasonably conditioned, withheld or delayed), and (ii) the Indemnified Party shall have a right to participate in such defense or dispute of any Claim using a legal advisor of its choice, at its own cost and expense, and shall, either way, be kept reasonably appraised as to the progress of the defense of any Claim by the Indemnifying Party or its legal advisor.

(e) This clause 13 describes the parties' sole remedies and entire liability regarding any Claims as and to the extent set out in this clause 13.

13.2    Subject to clause 13.1, Clearvis.io will defend the Customer against any Claim brought by an unaffiliated third party to the extent it alleges the Customer's authorized use of the Services infringes a copyright, patent, or trademark or misappropriates a trade secret of an unaffiliated third party. If Clearvis.io is unable to resolve any such Claim under commercially reasonable terms, it may, at its option, either: (a) modify, repair, or replace the Services (as applicable); or (b) terminate the Customer's subscription and refund any prepaid, unused subscription Charges. Clearvis.io will have no obligation under this clause for any such Claim arising from (i) the modification of the Services, or the combination, operation, or use of the Services with equipment, devices, software, systems, or data, other than as expressly authorized by the Agreement (including the Documentation); (ii) the Customer's failure to stop using the allegedly infringing Services after receiving notice to do so; (iii) a breach the Customer's obligations under the Agreement; (iv) access or use of Free Services or Beta Services. For purposes of Clearvis.io's obligation under this clause, the Services include open-source or third-party software components incorporated by Clearvis.io in its codebase. This clause 13.2 states the Customer's sole and exclusive rights and remedies, and Clearvis.io's (including its Representatives and Affiliates) entire obligations and liability, for infringement of any patent, copyright, trademark, database right, or right of confidentiality.

13.3    Subject to clause 13.1, the Customer will defend, indemnify and hold harmless Clearvis.io against any Claim brought by an unaffiliated third party against Clearvis.io, its Representatives, or Affiliates arising from or in respect of (a) Customer Data that the Customer or its Authorised Users upload via the Services; (b) the Customer's or its Authorised Users' breach of the Agreement; (c) any third party-branded equipment, devices, software, systems, or data that the Customer combines, operates, or uses with the Services, including the Clearvis.io API; (d) any claim as outlined in clause 13.4 below; or (e) any use by the Customer or its Authorised Users of the Services (save to the extent attributable to Clearvis.io's breach of the Agreement).

13.4    Suppose the Customer or its Authorised Users are parties to a Claim with or against one or more Users or other customers of the Services. In that case, the Customer with this releases Clearvis.io, its Affiliates, and Representatives from all Claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such Claims.

## 14    CUSTOMER SUPPORT

14.1    As standard and at no additional cost other than the relevant subscription Charges, Clearvis.io offers a basic level of support via email, in-Service communications, and electronic messages. Support is subject to reasonable usage requirements and any support services policy Clearvis.io may introduce. Clearvis.io is a Hungary-based company that typically deals with Support tickets between 10:00 and 18:00 CET on Mondays to Fridays that are not public holidays in Hungary.

14.2    The language of support is Croatian, English, Hungarian or Romanian, error reports or requests for assistance may only be made in these languages. In some cases, the Clearvis.io may also respond to notifications in other languages, but this is a matter of individual assessment and Clearvis.io is not obliged to do so. Any correspondence between the parties regarding the Agreement shall be in English.

14.3    Timing for the performance of Clearvis.io's obligations under the Agreement shall not be of the essence.

## 15    CHANGES TO THE SERVICES OR TERMS

15.1    Clearvis.io reserves the right to amend the Agreement at any time. Clearvis.io shall notify the Customer of material changes to the Agreement (including any changes to these Terms of Service) 30 days before the change takes effect by email and posting a notice on the Service (which shall note the date when any proposed changes are to take effect). In such circumstances, the Customer's continued use of the Services constitutes agreement to Clearvis.io's revisions of the Agreement. If the Customer disagrees with a modification, the Customer must notify Clearvis.io in writing within fifteen (15) days after receiving notice of the amendment. If the Customer gives Clearvis.io this notice, the Customer's subscription will continue to be governed by the Agreement's terms and conditions before modification for the remainder of the Customer's current term. Upon renewal, the amended terms published by Clearvis.io will apply.

15.2    Amendments to Service pricing shall be applied on next billing cycle, and should not affect the prepaid Charges.

15.3    In exercising the right to unilateral modification, Clearvis.io shall comply with the applicable legislation, in particular the provisions of the Civil Code of the Republic of Hungary on unfair general terms and conditions of contract, and the provisions of Act LVII. of 1996 on the prohibition of unfair market conduct.

## 16    GENERAL

16.1    A waiver of any right under the Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

16.2    Unless expressly provided otherwise, rights arising under the Agreement are cumulative

and do not exclude rights provided by law.

16.3   The Customer allows Clearvis.io to use its company's or organization's name and logo to identify the Customer as a Clearvis.io customer in promotional materials without prior written consent. The Customer may revoke this permission by notifying Clearvis.io in writing to stop using its name in promotional materials, and Clearvis.io shall comply with this request from the date of the notice, provided that it will have no obligation to remove or recall any use or distribution of the promotional materials before the date of the notice.

16.4   Suppose any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal. In that case, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to affect the parties' commercial intention.

16.5   Clearvis.io might make versions of the Agreement available in languages other than English. If Clearvis.io does, the English version of the Agreement will govern Clearvis.io's relationship. The translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

16.6   The Customer shall not, without the prior written consent of Clearvis.io (such consent not to be unreasonably withheld), assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement, provided that it shall be free to assign the benefit of its rights hereunder to any third party acquiring all or substantially all of its business or assets on providing written notice to Clearvis.io. Clearvis.io shall be free to assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement without the Customer's consent, but providing notice of any assignment or transfer.

16.7   Clearvis.io may appoint a suitably qualified sub-contractor to perform or provide certain Services on its behalf. The Customer will continue to be liable to pay Clearvis.io any fees due under the Agreement and shall not be liable directly for any of the subcontractor's fees or expenses. Clearvis.io shall remain responsible for the performance by its sub-contractor of any sub-contracted Services and shall not sub-contract the Services in their entirety.

16.8   Nothing in the Agreement is intended to or shall operate to create a partnership between the parties or authorize either party to act as an agent for the other. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

16.9   Any notice required or permitted to be given under the Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's address as specified in the Agreement or such other address. Either party may notify in writing the other from time to time for this purpose. In the case of notice by Clearvis.io only, it may also be posted on Clearvis.io's website or notified by email to the email address Clearvis.io has on account for a given Customer. Any notice shall be treated as being served on delivery if delivered by hand or 4 Business Days after posting if sent by prepaid first-class post. In the case of a notice served by posting on the website or by email, the notification shall be given when such upload goes live onto the website and at the time of email transmission

(respectively).

16.10   The laws of Hungary shall govern the Agreement's construction, validity and performance. The parties submit any dispute regarding the construction, validity, and performance of the Agreement, or its subject matter, to the exclusive jurisdiction of the courts of Hungary. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to the Agreement. The Agreement is a contract for the provision of services, not for the sale of goods. Notwithstanding anything contrary to the preceding, Clearvis.io may bring a claim for equitable relief in any court with proper jurisdiction.

# ANNEX 1: SUBSCRIPTION TIERS AND PRICING

## 1       FREE TIER

1.1     This tier allows access to the following features:

(a) Appointment booking: online appointment booking system that can be integrated into a homepage and can be linked with the Google calendar of the ophthalmologist or optometrist.

1.2     Free tier is free of charge.

## 2       SILVER TIER

2.1     This tier allows access to features included in free tier and also:

(a) Customer listing and customer timeline

(b) Eye examination records (EHR) with customizable protocols and optional integration with ophthalmology measurement instruments.

2.2     The subscription price of silver tier is EUR 45/month/store.

2.3     In case of yearly subscription, the price is EUR 486/year/store.

## 3       GOLD TIER

3.1     This tier allows access to features included in silver tier and also:

(a) Digital catalogs for lenses, frames and contact lenses.

(b) Spectacles and contact lens sales orders with optional integration of optical devices (tracers and fitting devices).

(c) Optional integration with invoicing and billing softwares

(d) Stock management

3.2     The subscription price of silver tier is EUR 90/month/store.

3.3     In case of yearly subscription, the price is EUR 972/year/store.

# ANNEX 2: PRIVACY POLICY

## 1      INTRODUCTION

1.1      This Privacy Policy (hereinafter referred to as the "Policy") forms part of the Clearvis.io's Agreement for the use of the Services and, unless otherwise stated in this Policy, capitalized terms shall have the meaning given in the Terms of Service.

1.2      When using our Services, as well as when contacting us for other purposes, we may obtain information that constitutes personal data. We, as the data controller, hereby provide information on the processing of such personal data and on the processing of personal data provided by the Customer during the conclusion, maintenance and performance of their Agreement. Personal Data means any information relating to an identified or identifiable natural person ("Data Subject"). Such data are processed when the Subscriber enters into an Agreement, e.g. as a sole trader. In addition, in the course of concluding and performing the Agreement, Clearvis.io will come into contact with natural persons acting on behalf of the Subscriber and with the personal data of these persons. These personal data are provided to Clearvis.io either by the Subscriber or by the persons concerned.

1.3      We will process your Personal Data only for the purposes described in this Policy, in the manner and for the period necessary for those purposes, in accordance with the law. We ensure the necessary high standards of data security, technical and organisational measures to ensure the security of the data.

1.4      By using our Services, you agree to all the terms and conditions set out in this Policy, so please read carefully before using them.

## 2      DATA CONTROLLER

2.1      The details of the controller of Personal Data:

(a) Name: ClearVis PMS Ltd.

(b) Registered address: H-2112 Veresegyház, Etűd utca 10.

(c) Company registration number: 13-09-156523

(d) Court of registration: Budapest District General Court

(e) Tax number: 23929348-2-13

(f) Postal address: 2112 Veresegyház, Etűd utca 10.

(g) E-mail address: support@clearvis.io

(h) Telephone number: +36 1 4900 400

2.2      The current policy in force can be downloaded from https://clearvis.io

2.3      Contact details of Data Protection Officer:

(a) Name: Szilard Novaki

(b) Mail address: H-2112 Veresegyház, Etűd utca 10.

(c) E-mail address: dpo@clearvis.io

(d) Phone number: +36 1 4900 400

## 3    DATA PROCESSING ACTIVITY

3.1    For conclusion and performance of Agreement, we process data as:

(a) Scope: the information provided during conclusion of Agreement, which is:

- Company name
- Company address
- Tax number
- Contact name
- Contact business phone number
- Contact business email address
- Store name
- Store address

(b) Purpose: conclusion of Agreement; registration of given contact as first User Account of Subscription; performance of contract (including notifications of changes of Terms of Services); invoicing

(c) Legal basis: The legal basis for the processing of these data is GDPR Article 6(1)(b) to ensure the performance of the contract and the settlement of any disputes which may arise. For personal data entered during conclusion of Agreement, Clearvis.io shall use data in accordance with the GDPR Article 6(1)(f) on the basis of a legitimate interest in the performance of the contract.

(d) Duration: During the term of the Agreement and for 5 years after the termination of the Agreement, Clearvis.io shall process the necessary data in order to enforce the claims and rights arising therefrom pursuant to Section 6:22 of Act V of 2013 on the Civil Code. Invoices are kept by Clearvis.io for 8 years according to the law.

3.2    During providing customer service for Subscribers, we process data as:

(a) Scope: When the Customer reports an error, complaint or notifies customer service otherwise:

- Company name
- Store name
- Subject, date and time of the error, complaint or notification
- The name, contact details (e-mail address) of the natural person acting on behalf of the Subscriber, as well as any communication with him/her and any personal data provided in the course of such communication.
- In the event of a fault report, the Subscriber data on the Subscriber's activities recorded in the system log file during the use of the services, if necessary for analyzing the fault
- When customer service is notified on phone: the audio recording of the call, the date and time of the call.

(b) Purpose: The purpose of the data processing is responding to requests and complaints, correcting errors related to Subscription. Also, the purpose of data processing is to help resolve any disputes or subsequent questions related to an issue

reported earlier.

(c) Legal basis: performance of contract including any warranty claims

(d) Duration: Clearvis.io shall keep the processed data for 5 years after the conclusion of the issue, in accordance with the provisions of §6:22 of Act V of 2013 on the Civil Code.

3.3 For the reasons of product development, we process data as:

(a) Scope: log of Subscriber's and Authorized Users' activities recorded in the system log file during the use of the Subscription.

(b) Purpose: to improve the user experience, to improve and develop Clearvis.io.

(c) Legal basis: legitimate economic interest of Clearvis.io in the continuous improvement of its services.

(d) Duration: as long as required to reach purpose, with a maximum duration of 2 years.

## 4 PERSONAL DATA ACCESS

4.1 Personal Data provided by Customer shall be treated confidentially and shall be only disclosed or transmitted to third parties as set out in Terms of Service.

4.2 Personal data may be disclosed to the following Clearvis.io employees during data processing described in clause 2:

(a) On conclusion, renewal, upgrade of Agreement and payments: Sales, Customer Service

(b) On support requests: Customer Service, Software Engineering Team, Infrastructure Engineering Team

(c) On inquiries, contact forms: Sales, Customer Service

4.3 In the event that Clearvis.io asserts a legal claim against the Customer, the personal data provided may also be disclosed to the extent necessary for the assertion of the claim by Clearvis.io's legal cooperation partners and claims management partners.

## 5 DATA PROCESSORS

5.1 Clearvis.io uses the following data processors to perform technical tasks related to data processing:

(a) Octonull Ltd. (head office: H-1085 Budapest, József körút 74., I./6.): Clearvis.io uses the online invoicing software operated by Octonull Ltd. Invoices may contain Personal Data (in case of entrepreneurs).

(b) ATW Internet Ltd. (head office: H-1138 Budapest, Esztergomi út 66. fszt. 1.): Clearvis.io's servers are hosted at ATW Internet Ltd. The server rooms are located in Hungary.

## 6 DATA SECURITY

6.1 Clearvis.io undertakes to take the necessary data security measures. In this context, Clearvis.io shall adopt and develop, regularly review all technical and organisational measures and procedural rules that ensure the security of the personal data processed by Clearvis.io, and shall do its utmost to prevent the destruction, unauthorised use or alteration of the data, and shall ensure that the personal data processed cannot be accessed, disclosed, transmitted, modified or deleted by unauthorised persons.

Clearvis.io shall draw the attention of all those to whom it transmits personal data to comply with the requirements of data security and shall require its employees involved in data processing activities to do the same.

6.2     In the context of the above, Clearvis.io shall design and select the information technology solutions in such a way as to ensure that those who have access to the data have exclusive access to the data and that the data retain their authenticity and integrity. This includes, but is not limited to, the encryption of personal data, password protected access systems, activity logging, regular back-ups and so on.

6.3     Clearvis.io shall at all times monitor the development of technology, the available technical, technological and organisational solutions and shall apply solutions that meet the level of protection justified by its data processing.

6.4     However, Clearvis.io informs the data subjects that if they provide their personal data on the website, despite the fact that Clearvis.io has state-of-the-art security measures in place to prevent unauthorised access to the data, the data cannot be fully protected on the Internet. In the event of unauthorised access despite the use of modern data security systems and methods, Clearvis.io excludes its liability.

## 7     PROCEDURE FOR DATA BREACH

7.1     A data protection incident is any event that results in the unlawful processing or treatment of personal data processed, transmitted, stored or handled by Clearvis.io, in particular unauthorized or accidental access, alteration, disclosure, deletion, loss or destruction, accidental destruction or accidental damage to personal data.

7.2     Clearvis.io shall notify the National Authority for Data Protection and Freedom of Information (hereinafter: NAIH) of the data protection incident without undue delay, but no later than 72 hours after becoming aware of the data protection incident, unless it can prove that the data protection incident is unlikely to pose a risk to the rights and freedoms of natural persons. If the notification cannot be made within 72 hours, it shall state the reason for the delay. The notification to the NAIH shall include at least the following information:

(a) the nature of the personal data breach, the number and category of data subjects and personal data;

(b) the name and contact details of the Data Protection Officer;

(c) the likely consequences of the data breach;

(d) the measures taken or planned to manage, prevent or remedy the personal data breach.

7.3     In addition, if the data breach is likely to result in a high risk to the rights and freedoms of natural persons, Clearvis.io shall inform the data subject of the occurrence of the data breach without undue delay, unless the adverse effects and risks of the data breach have been successfully prevented. The information will also be published on the website. The information shall contain at least the information specified in this point.

7.4     Clearvis.io keeps records of data breaches for the purpose of monitoring the measures taken in relation to the data breach and informing the data subjects. The register shall contain the following data:

(a) the facts about the data breach: the nature of the data breach, the scope (categories) and number of personal data concerned, the scope (categories) and number of persons

concerned, the date of the data breach;

(b) the circumstances and effects of the data breach;

(c) the measures taken to respond to the data breach.

7.5     Clearvis.io will keep the data in the register for 5 years from the date of the data breach.

# 8     RIGHTS OF DATA SUBJECT

8.1     The data subject has the right to withdraw data processing consent at any time without giving reasons. Clearvis.io shall no longer process the personal data of the data subject following the withdrawal of consent. Withdrawal of consent shall not affect the lawfulness of the prior processing.

8.2     By contacting the Data Protection Office, the data subject may at any time request information on whether Clearvis.io is processing his/her personal data or request information on: the purposes of the processing, the legal basis for the processing, the personal data of the data subject processed by Clearvis.io, the categories of personal data processed, the recipients or categories of recipients (including data processors used by Clearvis.io) to whom or which the personal data have been or will be disclosed (in case of data transfers to third countries, the safeguards to ensure adequate protection of the data), the legal basis for the transfer, the duration of the storage of the data, the right of the data subject to obtain from the controller the rectification, erasure or restriction of the processing of personal data concerning him or her and to object to the processing of such personal data, the right to lodge a complaint with the NAIH, the source of the data, the circumstances of the possible data breach, its effects and the measures taken to remedy it. Clearvis.io shall provide the data subject with a copy of the personal data processed by Clearvis.io. The first copy shall be free of charge, but Clearvis.io is entitled to charge a reasonable fee for each additional copy.

8.3     If the data subject becomes aware that any of his or her personal data is inaccurate, incorrect, erroneous or incomplete, Clearvis.io shall correct or supplement the data upon his or her request (indicating the correct or supplementary data).

8.4     The data subject has the right to request the erasure of his or her personal data. The data subject has the right to request the erasure of his or her personal data. Please note that Clearvis.io may refuse to erase the data, in particular if it needs or may need the data in order to comply with a legal obligation or to enforce a claim. Cancellation is also possible if:

(a) the personal data are no longer necessary for the purposes for which they were processed by Clearvis.io;

(b) the data subject has objected to the processing and there are no overriding legitimate grounds for the processing;

(c) the data subject has objected to the processing for direct marketing purposes;

(d) the processing of the data is unlawful;

(e) the deletion is required by European Union or national law.

8.5     In the course of the processing, the data subject may request the restriction of processing if (i) the data subject contests the accuracy of the personal data, in which case the restriction shall apply for the period of time necessary to allow Clearvis.io to verify theaccuracy of the personal data; (ii) the processing is unlawful and the data subject

opposes the erasure of the data and requests instead the restriction of their use; (iii) Clearvis.io no longer needs the personal data for the purposes of the processing, but the data subject requires them for the establishment, exercise or defence of legal claims; (iv) the data subject has objected to the processing based on the legitimate interests of Clearvis.io; in this case, the restriction shall apply for a period of time until it is established whether the legitimate grounds of Clearvis.io prevail over the legitimate grounds of the data subject. In the case of restriction, Clearvis.io shall only store the data and shall not perform any other operations on the data, unless the data subject consents to further operations or such operations are necessary for the protection of his or her rights or the rights of third parties or in the public interest. In the event of a restriction of data processing, Clearvis.io shall inform the data subject in advance of its lifting.

8.6     The data subject may request that the personal data provided by him or her to Clearvis.io and processed electronically by Clearvis.io be provided to him or her or to another person designated by him or her in a commonly known and easily usable electronic format.

8.7     The data subject has the right to object at any time, on grounds relating to his or her particular situation, to the processing of his or her personal data based on the legitimate interests of Clearvis.io. In such a case, Clearvis.io may no longer process the personal data unless it can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims. Where the processing of personal data relating to the data subject is carried out for direct marketing purposes, the data subject shall have the right to object at any time to the processing of personal data relating to him or her for such purposes. If the data subject objects to the processing of his/her data for direct marketing purposes, Clearvis.io shall no longer process his/her personal data for such purposes.

8.8     The data subject may exercise the rights set out above by sending a request by electronic means to the following e-mail address: dpo@clearvis.io. If Clearvis.io has doubts about the identity of the data subject or if the data provided are insufficient for identification, Clearvis.io is entitled to request additional identification data from the data subject.

8.9     Without undue delay, and in any event within 1 month of receipt of the request, Clearvis.io shall inform the data subject of the action taken in response to the request. If necessary, taking into account the complexity of the request and the number of requests, this time limit may be extended by a further 2 months. Clearvis.io shall inform the data subject of the extension of the time limit, stating the reasons for the delay, within 1 month of receipt of the request.

8.10    Clearvis.io will fulfill reasonable requests free of charge. However, if the request is manifestly unfounded or excessive, in particular in view of its repetitive nature, Clearvis.io shall be entitled to charge a reasonable fee or even refuse to act on the request.

8.11    Clearvis.io shall inform all those with whom it has communicated the data concerned of the rectification, erasure or restriction of the data, unless this proves impossible or involves a disproportionate effort. At the request of the data subject, Clearvis.io shall inform the data subject of the identity of the recipients to whom it has communicated the data in accordance with the foregoing.

# 9     COMPENSATION

9.1     If Clearvis.io causes damage to the data subject or to another person by unlawful or unsecure processing of the data subject's personal data, the data subject or the person who has suffered damage shall be entitled to claim such damage from Clearvis.io.

9.2     If Clearvis.io infringes the personal rights of the data subject in this context, the data subject is entitled to claim damages.

9.3     Clearvis.io is not liable to pay compensation or damages if the damage can be proven to have been caused by an unavoidable external cause outside the scope of data management, or if the damage was caused by the intentional or grossly negligent conduct of the data subject.

## 10     HOW TO MAKE A CLAIM

10.1    If you consider that we are not acting lawfully in processing your personal data, please first communicate your comments or requests to us as the data controller using one of the contact details indicated in Clause 2.3 in order to enable us to process and handle your comments as quickly and efficiently as possible.

10.2    In the event of unlawful data processing, the data subject is also entitled to turn to the National Authority for Data Protection and Freedom of Information (NAIH) and initiate its proceedings. Contact details of the NAIH office can be found at https://www.naih.hu/.

10.3    The data subject also has the right to pursue his or her claim in court. The courts have jurisdiction to hear the case. The person concerned may bring the action before the courts for the place where Clearvis.io is established or where the person concerned resides or is domiciled.