

**Standard contract terms and conditions  
of the OPTIMONK**

Definitions:

- Site: this refers to the site [www.optimonk.com](http://www.optimonk.com)
- User: this refers to any professional, legal person, and/or individual entrepreneur who uses the service established by OPTIMONK during the first 14 (fourteen) days following the creation of their account.
- Subscriber: any user who has subscribed to one of the subscription packages.
- Content: this refers to the text, images, sounds, videos, and photographs that may be featured in the pop-up.
- Pop-up: banner and/or window containing information (text, images, sounds, videos, photographs, hypertext links, and forms) prepared by the user and/or subscriber, under their exclusive responsibility, that will be distributed by OPTIMONK on the site of the User and/or Subscriber.
- Personal Account: space dedicated to the User and/or Subscriber containing personal information.
- OPTIMONK: Contracting party applying these Standard Contract Terms and Conditions.
- Customer: Any legal or natural person who enters into a contract with the User or the Subscriber with or without using the Pop-up.

**1. OBJECT & LEGAL NOTICE**

- 1.1. The present Standard Contract Terms and Conditions (hereafter "SCTC") have as their object the definition of the access conditions and terms of use of the Site.
- 1.2. By becoming a User or a fortiori Subscriber of the Site, you acknowledge that you have read and understood the terms of the present SCTC and that you agree to be bound, without restrictions or reservations, by all its provisions.
- 1.3. The SCTC and any modification of the SCTC are published on the Site and are provided free of charge to the Users and/or subscribers. They are also displayed during the registration of subscribers, who confirm that they have read and accepted them in their totality in order to validate their registration.
- 1.4. The site is edited by the OPTIMONK, whose data is provided
  - a) name: Webshop Marketing Kft.
  - b) registered office of the company: 4028 Debrecen, Kassai út 129., Hungary
  - c) mailing address: 4028 Debrecen, Kassai út 129., Hungary
  - d) register number of the company: 09-09-024017
  - e) tax number of the company: 24201243-2-09

- f) e-mail: [support@optimonk.com](mailto:support@optimonk.com)
  - g) phone number: 003670410-4842, or +1-415-800-4445
  - h) conciliation authority: Hajdú-Bihar Megyei Békéltető Testület (seats: 4025 Debrecen, Vörösmarty u. 13-15.). The consumer has the right to make a complain regarding to this SCTC at the conciliation body.
- 1.5. The User acknowledges that User's electronic submissions constitute a contract between the User and the Optimonk. This is an electronic contract. The contract to be bound by electronic submissions applies to all records relating to all transactions the User enter into with OPTIMONK, including any notices of cancellation, policies, contracts, and applications. In order to use the Site and to access and retain electronic records, User may be required to have certain hardware and software, which are User's sole responsibility. OPTIMONK is not responsible for typographic errors in these Terms, on the Site, in descriptions of products and services, or in accompanying materials.

## **2. Subject of the SCTC**

2.1. OPTIMONK provides a "customizable exit popup overlay" system, with which the User can present messages in overlay "windows". Any new features or tools which are added to the current Popup shall also be subject to this SCTC.

### **2.2. Personal Account**

2.2.1. The User can only create a single account in the "Sign Up" section on the SITE.

2.2.2. The data collected and subsequently processed by OPTIMONK is voluntarily transmitted by the User to the site, in particular via the registration form. This data consists of a valid email address, the choice of a password, and the first and last name.

2.2.3. The password chosen by the User and/or Subscriber associated with their Subscriber Account is strictly confidential. It cannot be communicated or shared with third parties. Under no circumstances can OPTIMONK be held responsible for the abusive use, loss, or theft of this password.

2.2.4. Furthermore, OPTIMONK, as it does not have the means to ensure the identity of the persons registering for its services, is not responsible in cases of identity theft of the User and/or Subscriber. The User and the Subscriber are responsible for keeping their password and Account secure. OPTIMONK cannot and will not be liable for any loss or damage that results from failure the maintain the security of Personal Account and password. If you believe that a person is using your account or your identity, you must immediately inform us of this by email at the following address: [support@OPTIMONK.com](mailto:support@OPTIMONK.com).

2.2.5. The User and the Subscriber acknowledge that OPTIMONK will use the email address provided during Personal Account registration as the primary method for communication.

2.2.6. The User and the Subscriber are responsible for all activity and content such as data, graphics, photos and links that are uploaded under the Personal Account. The User and the Subscriber must secure the rights for use of any content. The User and the Subscriber must not transmit any worms or viruses or any code of a destructive nature.

### **2.3. OPTIMONK rights and obligations**

- 2.3.1. OPTIMONK shall grant a non-exclusive right to use the OPTIMONK software to the User or the Subscriber for which the User or the Subscriber shall pay a fee, which is defined in this SCTC.
- 2.3.2. All OPTIMONK services, website and accompanying materials are provided as is, with no guarantee or warranty expressed or implied.
- 2.3.3. At no time shall OPTIMONK be liable for loss or damages resulting from use of the OPTIMONK system, or any deficiencies of performance while using OPTIMONK, whether or not these deficiencies are the result of any negligence on the part of OPTIMONK. OPTIMONK is not liable for product or service of the User and Subscriber. OPTIMONK is not liable for contracts which come into force between the User or the Subscriber and the Costumer.
- 2.3.4. OPTIMONK staff shall be entitled to login the User or the Subscriber's Pop-up for maintenance.
- 2.3.5. OPTIMONK shall not specify the Pop-up content and is not entitled to modify it except as expressly permitted by this SCTC. The Costumer acknowledges that OPTIMONK is not responsible for Pop-up content and OPTIMONK is also not liable for any product or service to be bought or ordered from the User or the Subscriber.

#### **2.4. User and Subscriber rights and obligations**

- 2.4.1. User or Subscriber are required to provide to the OPTIMONK any and all data which is necessary to operate the OPTIMONK software. This data is required on the form which is provided by the OPTIMONK during the registration procedure.
- 2.4.2. User and Subscriber are entitled use the OPTIMONK software. User and Subscriber are entitled to fill out the Pup-up with any content except that which is forbidden under this SCTC.
- 2.4.3. The Subscriber shall pay fee for the use of the OPTIMONK software and for other OPTIMONK services. The fee is different in each subscription package as specified in this SCTC.
- 2.4.4. User and Subscriber are not entitled to license the OPTIMONK software.
- 2.4.5. User and Subscriber are responsible for treating, recording and administering the products found in the Pop-up in all cases. OPTIMONK does not participate in the sales process registered in the User or Subscriber's Pop-up. These SCTC to display the Pop-up do not imply any sort of business relationship or sales partnership, and the only relationship between the User or Subscriber.
- 2.4.6. OPTIMONK has no form of relationship and no liability, expressed or implied, with the Costumer to whom User or Subscriber displays the Pop-up. The User and Subscriber are solely liable for the content and solidity of data found in the Pop-up and is solely liable to anyone who views the Pop-up.
- 2.4.7. User and Subscriber assume all legal obligations required in connection with the website and Pop-up operation, (all-time valid indication of company data, etc.), as well as to set any changes in the company's information in the Pop-up administration interface.
- 2.4.8. OPTIMONK provides resources to do so through OPTIMONK software functions. In the event of failure to provide updated information or respond to queries, OPTIMONK is entitled to suspend the publicly accessible portion of the service until User or Subscriber submits completion of documents.
- 2.4.9. User and Subscriber hereby grant OPTIMONK a non-exclusive right and license to use the User or the Subscriber name and the User and the Subscriber's trade names, trademarks, and service marks as provided to OPTIMONK in connection with these SCTC: (a) on OPTIMONK's own websites, (b) in printed and online advertising, publicity, directories, newsletters, and

updates describing OPTIMONK's services and (c) in applications reasonably necessary and ancillary to the foregoing.

## **2.5. Customer rights and obligations**

2.5.1. OPTIMONK is not required to fulfill any obligations in connection with the Customer under this SCTC on the purpose of transferring any goods or providing services. These obligations are not created based on this SCTC.

2.5.2. Any obligation to pay the Customer does not arise on the basis of this SCTC.

2.5.3. Customer accepts and acknowledges OPTIMONK is entitled to handle this Customer's data:

- a) name (surname, last name),
- b) email address,
- c) cookies data

## **3. FINANCIAL CONDITIONS**

3.1. Trial period

3.1.1. OPTIMONK offers for the User a free 14-day trial period without the user having to provide his/her payment information.

3.2. Paid subscriptions

3.2.1. Following the 14-day trial period, the User must select a paid subscription package from among those listed on the OPTIMONK/Pricing page, where the prices are determined before taxes, in order to keep using their OPTIMONK account.

3.2.2. The applicable VAT rate shall be that in effect on the subscription date of the Subscriber. All payments owed to the OPTIMONK are to be made by electronic payment via a valid bank card. Each payment is the subject of an invoice provided to the Subscriber's personal account. The absence of payment or the default in collection by OPTIMONK shall result in the deactivation of the User's or Subscriber's account. In the event of termination, payment shall be deemed to have been effected for each commenced period. If the Subscriber terminates the contract or does not use OPTIMONK's services, OPTIMONK is not required to reimburse the fee.

3.2.3. OPTIMONK offers several subscription packages; the six main options are described below. Other personalized packages are available by contacting us by email at [support@OPTIMONK.com](mailto:support@OPTIMONK.com). For each subscription, it is up to the Subscriber to integrate their subscription code into the source code for each of their web pages.

The price of the subscriptions is determined based on the number of unique visitors of the User's and/or Subscriber's site per month and not based on the number of views and/or clicks on the Pop-ups. Beyond the number of unique visitors for each of the packages, the Pop-up(s) is/are blocked until the following month, and the User and/or Subscriber is alerted by email and on their personal account.

- Diamond: package for 1,000,000 (one million) unique visitors and unlimited domains of the User's and/or Subscriber's sites;
- Platinum: package for 250,000 (two hundred fifty thousand) unique visitors and ten domains of the User's and/or Subscriber's sites;

- Gold: package for 50,000 (fifty thousand) unique visitors and four domains of the User's and/or Subscriber's sites;
- Silver: package for 15,000 (fifteen thousand) unique visitors and two domains of the User's and/or Subscriber's sites;
- Bronze: package for 5,000 (five thousand) unique visitors of the User's and/or Subscriber's site.
- Custom package: Contact us by email: [support@optimonk.com](mailto:support@optimonk.com)

3.2.4. The unique Subscriber count begins from the starting date of the paid subscription and ends on the last day of the given month. From the second month it will start on the first day of the month and end on the last day of the given month. The subscription is monthly or annual and tacitly renewable; the subscription may be terminated at any time but will not be refunded. The OptiMonk will reimburse the fee if the Subscriber is not satisfied with the OptiMonk Service and request a refund within 14 days of the first payment. In other cases, OptiMonk does not provide any refund.

3.2.5. The payment for the subscription is due even in case of non-exploitation of the Pop-up(s).

3.2.6. A valid credit card is required for accounts to process payment. OPTIMONK will automatically charge Subscriber's credit card on file based on Subscriber's billing cycle (monthly or yearly, depending on the services selected and billing terms for individual services) until Subscriber validly terminates the Pop-up.

3.2.7. Within five working days of the settlement of the payment amount, OPTIMONK produces an electronic invoice for the Customer.

3.2.8. All billing invoices and payment notifications will be maintained directly in Subscriber's account portal or will be delivered to the Subscriber's e-mail, or postal address.

#### **4. INTELLECTUAL PROPERTY**

4.1. The OPTIMONK Site in its entirety (including, without limitation, OPTIMONK Content, structure, databases, graphics, images, etc.), as well as the OPTIMONK trademark, the logo, the graphic charter of the Site, and each of its components, are the exclusive property of OPTIMONK. Any reproduction or representation in whole or in part is strictly forbidden.

4.2. In particular, it is completely forbidden to make a qualitatively or quantitatively substantial extract of the databases placed online on the Site.

4.3. The content developed by the User and/or Subscriber within the Pop-ups remains their sole property. By signing up for OPTIMONK you enable us to publicly reference you as a client.

4.4. User and Subscriber will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Pop-up or any software, documentation or data related to the OPTIMONK services; modify, translate or create derivative works based on the Pop-up or any software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Pop-up or any software; use the Pop-up or any software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

## **5. COMMITMENTS AND GUARANTEES**

### **5.1. Exclusive Responsibility of the User and/or Subscriber**

5.1.1. The User and/or Subscriber shall agree to respect the present SCTC and the laws and regulations in effect within the country in which their headquarters are located and the Hungarian law.

The User and/or Subscriber shall be solely responsible for the content and legality of the statements, information, announcements, and – more generally – the content (including the images, sounds, videos, photographs, etc.) of the POP-UPS. OPTIMONK, being limited to the distribution of the Pop-ups under the sole responsibility of the User and/or Subscriber, neither verifies nor checks the content of the Pop-up prior to its publication. After the publication of the Pop-up, OPTIMONK is entitled to check the content of the Pup-up, or otherwise to check the use of the Pop-up.

### **5.2. Loyalty, Honesty, and Legality Obligation**

5.2.1. The User and/or Subscriber shall agree not to act dishonestly or unprofessionally by publishing inappropriate, incorrect, or detrimental content in the Pop-ups (not violating any confidentiality that would be attached to it, and guaranteeing that the content of the Pop-ups is not denigrating, defamatory, offensive, discriminatory, or obscene, and more generally that it respects the rights of third parties in that it is in no way a source of violence, racism, xenophobia, and/or pedophilia, and does not generally violate in any way regulations regarding children's rights and decency).

### **5.3. Rights and Authorizations**

5.3.1. Any content of a Pop-up reproduced for the purpose of being published in the Pop-up by the User and/or Subscriber is their full and exclusive responsibility, and they declare and guarantee that they possess all the rights and authorizations necessary for this publication such that the liability of OPTIMONK may never be sought.

### **5.4. Judicial Scope and Financial Guarantees**

5.4.1. Each of the Users and/or Subscribers shall guarantee OPTIMONK against any claim and/or action that may be initiated by a third party in any capacity whatsoever and, in particular, anyone who believes that they have any rights over the rights in question relating to the Content of the Pop-ups and shall bear all the costs of the proceedings (including lawyers' fees) to which OPTIMONK may be exposed in this respect, as well as all damages and interest which OPTIMONK may be sentenced to pay.

### **5.5. Penalties**

5.5.1. In case of a breach of any of these obligations and without this list being limiting, OPTIMONK reserves the right:

- either to intervene in any content promoting crimes against humanity, inciting racial hatred or violence, exhibiting pedophilia, violating human dignity, violating freedom of expression (defamation, racist or offensive statements...), the freedom of others, and/or practices contrary to morality, and to notify the User and/or the Subscriber as moderator that, failing the immediate removal by them of the contentious statements and/or images and/or sounds, the Pop-ups as well as their Subscriber account will be cancelled without further notice or refund of the Subscription fees that they have paid,

- or to remove, without prior notice, the content disputed by a User and/or a Subscriber or a third party, and to close the User's and/or Subscriber's account.

## 6. LIABILITY WAIVER

- 6.1. OPTIMONK may not in any way guarantee operation without interruption or error. In particular, momentary interruptions due to maintenance, updates, or technical improvements are likely to occur without OPTIMONK's liability being able to be engaged in this respect. To the extent possible, OPTIMONK shall inform subscribers prior to a maintenance or updating operation. Similarly, OPTIMONK's liability may not be sought in case of malfunction, impossibility of access, or poor user conditions of the Pop-up attributable to unsuitable equipment, for disruptions attributable to the host or to the service provider of the User and/or Subscriber, for congestion in the internet network, and/or for any other reason outside of OPTIMONK's control, a fortiori in case of force majeure. OPTIMONK shall moreover not be liable for indirect damages suffered due to the publication of the POP-UPS on the subscribers' site. OPTIMONK may not be held liable for graphical or typographical errors. Describe the technical environment of the sites compatible with the Pop-Ups.

## 7. PERSONAL DATA

- 7.1. Processing of Users and/or Subscribers' data - Our Privacy Policy at a glance

In this Section you will be introduced to the most essential parts of our privacy policy. We have our detailed privacy policy under the following link: [\*\*\*]

OPTIMONK processes the personal data of Users and/or Subscribers privately, in accordance with the legal requirements in force – especially the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information („Hungarian Privacy Act”), furthermore the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (27 April 2016; hereinafter as: **GDPR**) – provides their security, takes all the necessary technical and organizational measures, furthermore forms those procedural rules, which are necessary to comply the relevant legal provisions and other recommendations.

- 7.1.1. Users and/or Subscribers are informed consent that OPTIMONK processes their personal data (“OPTIMONK Data”) under the following conditions:
- a) Subject matter: OPTIMONK Data are collected directly from Users and Subscribers.
  - b) Purpose of data processing: The purpose of the processing is the provision of services by OPTIMONK to Users and/or Subscribers, which includes billing, account management, support, sales and marketing purposes. OPTIMONK Data can also be used for statistical purposes given that in such a case, information used will not enabled to identify personally an individual (pseudonymisation by order).
  - c) The subject of data processing: OPTIMONK Data collected and processed by OPTIMONK are identification and contact data (name, surname, title, professional address, emails, phone numbers) and log-in data (IP addresses, location data, cookies data and logs).
  - d) Duration of data processing: For Users who decide not to register an account with OPTIMONK at the end of the trial period, personal data will be processed and stored for

the duration of the trial period plus 5 years to avoid any abuse. For Subscribers, personal data will be processed and stored for the duration of the contractual relationship with OPTIMONK plus 5 years. For more details please see our detailed privacy policy.

- e) Data processor: OPTIMONK shares data with further data processors for the sole purpose of the provision of services by OPTIMONK to Users and/or Subscribers on behalf of the data controller. The Subscriber gives specific or general written authorization that OPTIMONK engages further data processors for carrying out specific processing activities in relation with the processing of OPTIMONK Data. When entrusting a data processor with processing activities, OPTIMONK uses only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of the GDPR, including for the security of processing. Where that processors fail to fulfill their data protection obligations, OPTIMONK is not liable to the Subscriber for the performance of processors' obligations, as the processor and any person acting under the authority of the controller or of the sub-processor, who has access to personal data, shall not process those data except on instructions from the Subscriber, unless required to do so by Union or Member State law. At this date, the sub-processors are: Intercom, Mixpanel, Google Analytics, Mailchimp, Braintree, Paypal, Hotjar, Hubspot, Outreach. The Subscriber may object to such changes and terminate this agreement by sending a written notice within such fourteen days of such notice. The Subscriber's objection shall be based on reasonable grounds.
- f) Users and Subscribers' rights: Users and/or Subscribers have the right to access, rectify or delete their personal data. In certain cases, Users and/or Subscribers are also entitled to other rights, such as, for example, to object to us using your data, or to their portability, as explained in our detailed privacy policy. Users and/or Subscribers can exercise their rights by sending an email to OPTIMONK at the following email address: support@optimonk.com. In addition, Users and/or Subscribers have the right to lodge a complaint with the competent supervisory authority.

## 7.2. OPTIMONK as data processor

7.2.1. By displaying the Pop-ups created with OPTIMONK and collecting data from internet users ("Subscriber Data"), the subscriber agrees that he acts as the data controller. The Subscriber declares and warrants that he complies with applicable data protection law ("Data Protection Law") and in particular with GDPR if he is established in the European Union or if the data subjects concerned by the processing are in the European Union.

7.2.2. OPTIMONK will act as data processor on behalf of the Subscriber under the following conditions:

- a) OPTIMONK processes the Subscriber Data only on documented instructions from the subscriber;
- b) OPTIMONK will maintain a record of all categories of processing activities carried out on behalf of the Subscriber in accordance with Data Protection Law;
- c) OPTIMONK shall not engage another data processor without prior specific or general written authorisation of the controller. In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.



- d) OPTIMONK ensures that persons authorized to process the Subscriber Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- e) OPTIMONK takes all appropriate technical and organizational measures to ensure a level of security appropriate to ensure the security and the confidentiality of Subscriber Data. Subscriber shall review any information made available by OPTIMONK relating to data security to verify whether the services meet the Subscriber's requirements and legal obligations under the Data Protection Law;
- f) Taking into account the nature of the processing, OPTIMONK assists the subscriber by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the subscriber's obligation to respond to requests for exercising the data subject's rights;
- g) OPTIMONK assists the subscriber in ensuring compliance with the obligations related to the security of a data processing, to the notification of a data breach to the supervisory authority, to the communication of data breach to the data subject, to the data protection data assessment and for prior consultation to the supervisory authority;
- h) OPTIMONK shall notify the subscriber within forty-eight (48) hours after becoming aware of a personal data breach. This notification will describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Subscriber Data records concerned, describe the likely consequences of the personal data breach and describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time as the notification, the information may be provided in phases without undue further delay;
- i) At the choice of Subscriber, OPTIMONK deletes or returns all Subscriber Data to the subscriber after the end of the provision of services relating to processing, and deletes existing copies unless applicable Data Protection Law requires storage of the personal data;
- j) OPTIMONK makes available to Subscriber all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the subscriber or another auditor mandated by the Subscriber. OPTIMONK will inform the subscriber if, in its opinion, an instruction infringes applicable Data Protection Law.

### 7.3. Cookies

7.3.1. OPTIMONK may store information on Users and/or Subscribers' hardware in the form of "cookies". A cookie is a small file sent by OPTIMONK server stored in the User and/or Subscriber's hardware to save data concerning website navigation. The information contained in cookies is stored only for the strictly necessary period, which shall not, in any case, exceed 5 years. At the end of this period, Users and/or Subscribers will have to renew their consent for the installation of cookies.

7.3.2. Cookies are necessary for OPTIMONK to improve the Users' experience, to measure the traffic on the website, to ensure the integrity of registration process, to filter unauthorized IP address. For these cookies, Users and/or Subscribers have to give a prior consent by clicking on

the accept button, on the banner which posted on the website, before any installation on the hardware computer and use of OPTIMONK' services.

- 7.3.3. Users and/or Subscribers are informed that they can prevent cookies from being saved on any hardware by changing the settings of their browser. Users and/or Subscribers can accept or refuse cookies used by the website entirely or partially. However, refusing cookies may prevent normal operation of OPTIMONK services.

## **8. TERMINATION**

- 8.1. In case of violation or fraud by a User and/or by a Subscriber of the present SCTC, OPTIMONK reserves the right to immediately suspend or even permanently close, without notice and as of right, the User's and/or Subscriber's account as well as the distribution of their Pop-ups.
- 8.2. Each User and/or Subscriber may terminate the subscription by contacting OPTIMONK at [support@optimonk.com](mailto:support@optimonk.com) or within the client's account at any time . However, no refund will be issued by OPTIMONK to the Subscriber (unless as per scenario of **3.2.4 FINANCIAL CONDITIONS**)
- 8.3. The termination of the User's and/or Subscriber's account will result in the suspension of all content of the popups from the User's and/or Subscriber's account after the end of the ongoing paid period (unless as per scenario of **3.2.4 FINANCIAL CONDITIONS**, after the refund the account is to be suspended immediately).
- 8.4. In the event that the User and/or Subscriber may use the elements of their personal account contrary to their intended purpose, OPTIMONK reserves the right to terminate their account without warning. The User and/or Subscriber shall be solely responsible for the use of their identification elements by third parties and for the actions or statements made through their account, whether or not they are fraudulent. The User and/or Subscriber shall guarantee OPTIMONK against any claims in this respect.
- 8.5. Any registration taking effect as of the date of subscription to one of the subscriptions package. After the initial period, the registration shall be tacitly renewed if it has not been terminated.

## **9. Miscellaneous**

- 9.1. If one or several provisions of the present SCTC are deemed to be invalid or are declared as such under any law or regulation or following a definitive decision by a competent court, the other stipulations shall retain their full force and scope.
- 9.2. In case of contradiction between the titles assigned to the articles of the present SCTC and their content, only the content shall prevail.
- 9.3. OPTIMONK declares that it elects domicile at its headquarters as mentioned at the beginning of the present document, and the User declares that he/she elects domicile at his/her headquarters as indicated on the Form. Any change in contact information must be duly notified to the other party. Failing that, any such changes may be deemed unenforceable.
- 9.4. During the User's and/or Subscriber's visit to the OPTIMONK site, certain information, including the visitor's IP address, is recorded in files called "cookies" installed on the User's and/or Subscriber's computer, subject to the choices that the User and/or Subscriber has made concerning cookies, which may be modified.
- 9.5. The present general terms are governed by Hungarian law.

- 9.6. Both OPTIMONK and User or Subscriber will do everything in their best power to resolve any disputes or disagreements that may arise between them regarding the framework of these SCTC, through direct negotiation. Parties are obliged to inform each other about any and all obstacles arising after the conclusion of the contract, specifically circumstances hindering the completion of the contract having learnt about the fact without delay. The laws of Hungary will govern the validity and construction of these SCTC and any dispute arising out of or relating to these SCTC, without regard to the principles of conflict of laws. Customer hereby consents (and waives all defenses of lack of personal jurisdiction and forum non conveniens) with respect to the jurisdiction and venue of the federal and state courts located in Hajdu Bihar County, Hungary. Customer agrees to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of these SCTC.

Debrecen, 5 September, 2018

[Click here to download the General Terms and Conditions of 10 January, 2014](#)

[Click here to download the General Terms and Conditions of 11 January, 2016](#)

[Click here to download the General Terms and Conditions of 11 July, 2017](#)