

## Terms and Conditions

I do hereby accept the below Terms and Conditions for the usage of the applications accessible at [www.eebidql.com](http://www.eebidql.com) and [www.ebidql.com](http://www.ebidql.com) this includes also any GDPR related topic

### I. Definitions

#### 1. Organiser

Legal entity or economic organisation without legal entity who asks for offer or who has resort to the Provider's Tender Organisation Services.

#### 2. Bidder

Private entity, legal person or economic organisation without legal entity registered and invited to quote during a given electronic event, by the Organiser.

#### 3. Guest

Private entity, legal person or economic organisation without legal entity invited to a given electronic event by the Organiser or the Provider in order to follow that event without quoting right.

#### 4. Provider

eeebid.com Inc. and legal subsidiaries as eebid Kft, S. C. eebid SRL and eebid.com Inc. o.s.

#### 5. Users

Common group of the Organiser, the Bidders and the Guests.

#### 6. Parties

Common group of the Organiser, the Provider, the Bidders and the Guests.

#### 7. Electronic event

Process of request for quotation organized on the home page insured by the Provider [www.eebid.com](http://www.eebid.com). To comprehend selling and procurement auctions too.

### II. Contractual relation

1. The electronic event and other related services are assured according to the separate contract between the Provider and the Organizer with accordance with present document.

2. Trilateral contractual liaison between the Organizer, the Bidder and the Provider is getting in force by the first enter of the Bidder on electronic tender system with Bidder's agreement of present document at the same time. Users accept that cognition of Services Detailed Regulation is their own responsibility at any time entering to the internet site of [www.eebid.com](http://www.eebid.com).

3. Bidder confirms, that he is conscious about the information fixed in the documents of the Provider and the Organizer, as the options determined in the Organizer's inviting applications.

### III. Rights and obligations

1. The Provider is just working as agent between Organizer and Bidders, offering contract possibilities. The Provider strictly underlines its irresponsibility about whatsoever controversy arisen between the Organizer and the Bidders.

2. The representative of Bidder takes full liability, that he is empowered to sign contracts for the entity he is representing.

3. Bidder agrees, that every bid or quote placed through the internet site [www.eebid.com](http://www.eebid.com) is legally binding without further confirmation for 30 days (V. law of 2013. (Ptk.) 6:64. §), if other not mentioned in the Organizer's inviting applications.

4. Bidder agrees that the Organizer is not obliged to award of contract to the best or any of the Bidders.

5. Parties accept that the Organizer may modify inviting applications before the electric event. In this case Organizer is responsible for informing Bidders.

6. Parties agree not to give out any data known during bidding processes to third party. Bidders own offers are exceptions.

7. All data stored by any of Users of the internet sites of [eebid.com](http://eebid.com).Inc. or data archived by the Provider are taken with care and secrecy by the Provider.

8. Provider's services must be used for legally accepted aims.

9. Users accept that all data recorded at the registration required for identification for entering to the electronic marketplace are stored in the Companies Directory and Database of Provider.

10. Use of electronic tender system of the Provider is the own responsibility of each User.

11. No information or code obtained from the internet sites of [eebid.com](http://eebid.com) Inc. may be stored by browser, distributed or resold without prior written consent of the Provider.

12. Users agree that any disfunction of internet connection, internet browser or network system is out of Provider's responsibility.

13. Parties accept to be full liable to the aggrieved party by violating any order of this document or by violating any order of Services Detailed Regulation.

### IV. Reference to the data processing and process according to EU-GDPR

#### 1. Data storage and use:

Stable communication between business partners is essential to ensure business processes in the applications. When setting up your account and creating business transaction data, the applications therefore store data, some of which may also be of a personal nature. Similarly, if you call our hotline

you give consent to the storage of your data to track and treat your request. The before requires your personal contact information in a special way. The storage of contact information is used to gather information between different business partners, both within the (purchasing) organization and between the (purchasing) organization and the suppliers. In this context, your name, address data, email address, landline and mobile numbers, fax number and your profile photo are usually stored. If you are involved in the purchasing processes (for example, inquiries, bid invitations, auctions, contracts, purchase orders), this data can be displayed to the persons involved and authorized in each case. In addition, business-critical transaction data selected for logging and auditing purposes is stored in logs, without which effective control of business processes is not possible. This concerns access (read mode) to critical data, files or application pages on the one hand, and changes to data (write mode) made by your account on the other.

## 2. Consent to the storage, processing and access of personal data:

By using your account in the applications, you expressly agree to this storage and processing. Your personal information rights remain unaffected. In accordance with the applicable rules, you can ask the operator of the website (see hotline numbers given) to release the personal data stored about you.

## 3. Deletion of personal data:

If you exercise your right to request the deletion of your personal data / contact information in accordance with the applicable rules, your account will be deactivated when this data is deleted. As a result, you will no longer be able to access your transaction data available up to that point in time. It is not possible to reactivate an account once it has been deleted. Furthermore, if your personal data is deleted from the applications, the integrity of the log files remains untouched. The deletion of personal data in the applications can only be requested from the operator of the website (see hotline numbers).

## 4. Website data protection statement and at the same time information for data subjects pursuant to Article 13 and Article 14 of the EU General Data Protection Regulation

### General Information

#### Information about the controller

Company: S.C. eebid SRL, eebid K.F.T. and eebid.com o.s. representative: Gabriela Anca Aust

Address: please find on the bottom of the terms of use.

Contact details for data protection officer: Liviu Serbanoiu – Please contact the hotline numbers published on the website to get in contact.

## 5. General data processing information:

Affected data: Personal data is only collected if you communicate it to us yourself. Apart from that, no personal data is collected. Any processing of your personal data that goes beyond the scope of the statutory permission is only possible on the basis of your express consent.

Processing purpose: Facilitation of Source to Contract and Purchase to Pay Purchasing processes between organizers and bidders. Contract execution.

Categories of recipients:

Public authorities in the event of priority legislation.

External service providers or other contractors.

Other external bodies in so far as the data subject has given his consent or a transmission is permitted due to a prevailing interest.

6. Third-country transfers:

As part of contractual execution, processors could also be used outside the European Union.

Duration of data storage:

The duration of data storage depends on the statutory storage requirements and is usually 10 years.

7. Specific information about the website

Use of a newsletter

When registering for our newsletter, you provide us with your email address and, on an optional basis, other information. We use these data solely for the purpose of sending you the newsletter. We retain the data that you disclose in your newsletter application until you cancel your subscription to our newsletter. You can unsubscribe at any time via the link in the newsletter intended for this purpose, or by sending us the appropriate notification. By unsubscribing, you revoke the use of your email address.

We also use your email address, which we receive in connection with the sale of a product or service, exclusively for direct advertising in the form of our newsletter for products or services that we sell that are similar to the ones you ordered, provided that you have not objected to having your email used in this way. You may object to the use of your email address at any time without incurring any costs other than the transmission costs according to the basic rates. Your objection (and thus the cancellation of our newsletter) can be communicated by sending the appropriate message to our email address (see the Legal Notice).

Use of our own "cookies"

This website uses its own "cookies" to increase user-friendliness ("cookies" are text files sent by the web server to the user's browser and stored there for later retrieval). Our own "cookies" never store any personal information. You can prevent the use of "cookies" in general if you set your browser to disallow the storage of "cookies."

V. Passing on information to third parties from [www.eebid.com](http://www.eebid.com), [www.eebidql.com](http://www.eebidql.com) and [www.ebidql.com](http://www.ebidql.com)

Depending on the configuration selected by the website operator, EbidQuantumLeap requires connection to third-party systems (e.g. this includes ERP systems, Analytic Solutions, Workflow

Solutions, Data Enrichment Services used by D&B / BvD) to ensure the consistency of business process transactions. Data belonging to your account (e.g. account ID) may also be passed on to those systems. In addition, depending on the selected configuration of the operator of the website, the connection is made via single sign-on. This also includes data associated with your account (e.g. account ID, name, language). By accepting these terms of use, you agree to the disclosure of this data to third parties. A complete list of third-party systems with which data may be exchanged can be requested from the website operator

## VI. Security orders

1. Parties accept, that in case of any trial of entering their computing system of any incompetent agent (hacker, cracker) let Provider know about as soon as they realize the event. Any harm caused by a hacker is taken as 'force majeure' by all Parties.
2. Users must not attach any program or tool which can menace the integrity or normal use of Provider's tender system. Otherwise the Provider might remove or delete them.
3. For Hungarian organizations and their Bidders, the Hungarian Law applies to any dispute.
4. For Romanian organizations and their Bidders, the Romanian Law applies to any dispute.
5. US law applies to any other constellation and to legal disputes between eebid.com Inc. and the Organizer or Bidders. Default court is the district court of Dover in Delaware, USA.

## VII. HSE Commitments of Provider, Guests, Bidders and Organizers

Eebid.com Inc (and all subsidiaries) are committed to ethical and responsible business conduct in its supply chain and expects the same from all partners. Therefore reserves the right to maintain business relations only with those who:

- fully comply with the law,
- do not engage in any form of corruption or money laundering and terrorism financing,
- do not tolerate child, slave or any bonded labour, respect human rights including but not limited to respecting human dignity, liberty, privacy and right to health, safety and security,
- fully comply with international trade restrictions,
- and expects the same commitment in their own value chain.

Non-compliance with these provisions or failure to disclose any related relevant information may result in exclusion from sourcing or termination of existing business relations in the future.

## VIII. Further information and contacts

In addition, you may invoke your rights to correction or deletion at any time, to restrict processing, to object to processing, and to data portability. Here you will find the option to contact us via our hotline. You also have the right to contact the data protection supervisory authority for complaints.

Nemzeti Adatvédelmi és Információszabadság Hatóság

1055 Budapest, Falk Miksa utca 9-11

For further information, please go to <http://www.naih.hu>

Having any further question related to the present Terms and Conditions contact one the following office of the Provider:

Hungary

eeebid Kft. representative: Gabriela Anca Aust, general manager, seat: 1051 Budapest, Nádor u. 23., telephone: 06-1-373-0551, email: [eeebid@eeebid.hu](mailto:eeebid@eeebid.hu) , VAT number: 12555992-2-41

Romania

SC eeebid SRL, representative: Gabriela Anca Aust, general manager, seat: 500007, Brasov, B-dul. Eroilor, nr. 3A, telephone / fax: +40-268-543489, email: [office@eeebid.ro](mailto:office@eeebid.ro) , VAT number: R13295779

Czech Republic

eeebid.com Inc. o.s. representative: Gabriela Anca Aust, general manager, seat: 130 00 Prague, str. Konevova 141. telephone: +420-228-881-390, email: [infoCZ@eeebid.com](mailto:infoCZ@eeebid.com), VAT number: 003-270 92 283

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