General Terms and Conditions

EduBase Educational Services Limited Liability Company
Last revision: 23rd October 2026

[1.] Details of the Service Provider and definitions

[1.1.] The **Service Provider** (details under Section 4 of Act CVIII of 2001 on certain aspects of electronic commerce services and information society services):

Name	EduBase Oktatási Szolgáltató Korlátolt Felelősségű Társaság (EduBase Kft.; in English: EduBase Educational Services Limited Liability Company)
Registered seat, postal address	1046 Budapest, Pálya utca 24. 4. em. 20., Hungary
Company registration number	01-09-284426 (Company Registry Court of the Budapest-Capital Regional Court)
Tax number	25598386-2-41
EU VAT number	HU25598386
General contact	info@edubase.net
Bug reports, support	webmaster@edubase.net
Data Protection Officer	dpo@edubase.net
DSA point of contact (authorities and users)	info@edubase.net, in Hungarian and English
Chamber membership	Budapest Chamber of Commerce and Industry
Hosting providers	RamNode LLC (registered seat: Macon, Georgia, United States of America; info@ramnode.com) and Amazon Web Services EMEA SARL (registered seat: 38 Avenue John F. Kennedy, L-1855 Luxembourg; primary@amazon.com). The servers operate exclusively in the European Union, in the Netherlands and in the European regions of AWS (Frankfurt, Ireland).

[1.2.] Definitions

- **Service**: the online education, knowledge assessment and competency management service provided by the Service Provider through the Website, the mobile applications and the API. It includes in particular the question bank and Quiz sets, exams, courses and classes, videos and learning materials, certificates, organization and competency management features, integrations (LTI, API, MCP, webhooks) and features based on artificial intelligence.
- **Website**: edubase.net and its subdomains, as well as the eduba.se and ebs.to URL shortening services.
- **User**: anyone who uses the Service, with or without registration (for example with an exam code or an invitation).

- **Customer**: a User or organization that orders a paid plan or concludes an individual Service Agreement with the Service Provider.
- **Consumer**: a natural person acting outside the scope of their profession, independent occupation or business activity.
- **Organization**: a corporate, institutional or educational unit (for example a company, school or university) created in the Service by the Customer, which manages its own members, content and exams.
- **Organization administrator**: a User appointed by the Organization who manages the members, content and settings of the Organization.
- **User Content**: any content uploaded or created by the User (question, image, video, document, answer, comment, review).
- **Service Agreement**: an individual agreement concluded between the Customer and the Service Provider, of which these GTC form part.
- **Dedicated instance**: a version of the Service installed and operated separately for a given Customer and not shared with other customers, with its own database and typically its own web address.
- **Data Processing Terms**: Chapter 8 of these GTC, which qualifies as a data processing agreement under Article 28 of the GDPR where the Customer uses the Service as a controller.
- **Privacy Policy**: the notice published on the Website at /privacy-policy, as in force from time to time.
- **GDPR**: Regulation (EU) 2016/679 of the European Parliament and of the Council.
- **DSA**: Regulation (EU) 2022/2065 of the European Parliament and of the Council on a Single Market for Digital Services.

[2.] Scope, acceptance, amendment

[2.1.] These GTC apply to every use of the Service: registered use and use without registration, free and paid plans, and access via the API, LTI and MCP. For services provided on a Dedicated instance, the Service Agreement may set different terms.

[2.2.] The User accepts these GTC at registration by ticking the checkbox. At registration, directly below the checkbox for accepting these GTC, the Service Provider separately draws attention to the license under Section 10.6 covering content uploaded under the free plan; by accepting these GTC, the User also expressly accepts that license (Section 6:78 of the Hungarian Civil Code). In the case of use without registration (for example with an exam code or automatic login), acceptance takes place when the User starts using the Service. If the exam was created by a User on the free plan, before the User starts, the start page provides links to these GTC and the Privacy Policy and displays the name of the controller (the Organization or the creator under Section 8.1). In other cases (paid plans, Dedicated instances), the organizer of the exam is responsible for informing the participants, including making these GTC and the Privacy Policy available.

[2.3.] The contract is concluded electronically, does not qualify as a written contract and does not refer to a code of conduct. Its language is Hungarian or, at the User's choice, English. In the event of any discrepancy, the Hungarian version prevails. The Service Provider files the contract (the registration and order details and the version of the GTC in force at the time of acceptance) and makes it available to the User upon request. Earlier versions of the GTC are available on the Website.

[2.4.] Order of precedence between the documents in the event of any conflict:

1. the Service Agreement;
2. a data processing agreement separately signed by the parties or, failing that, the Data Processing Terms (in matters concerning personal data);
3. these GTC.

[2.5.] The Service Provider may amend these GTC unilaterally due to changes in legislation, regulatory requirements, the development of the Service, security reasons or new service elements.

- The Service Provider publishes the amendment on the Website at least **15 days** before it enters into force, and an amendment that is disadvantageous to the User at least **30 days** in advance. The Service Provider also informs the affected registered Users of a disadvantageous amendment by e-mail at least 30 days before it enters into force. The e-mail sets out the content of the change, the reason for it, the date it enters into force, and the conditions and deadline for terminating the contract. A system notification supplements this notice.
- If the User does not accept the amendment, they may terminate the contract free of charge. If the amendment adversely affects the Consumer's access to or use of the Service to more than a minor extent, the Consumer may terminate the contract within 30 days of receiving the notice or of the amendment entering into force, whichever is later (Section 27(2) of Government Decree 373/2021). In this case the fee for the unused period of the paid plan is refunded pro rata.
- A shorter notice period may only be applied to a technical amendment that is solely to the User's benefit and does not adversely affect their access or use, or where compliance with a mandatory legal provision requires it. This may not restrict the information and termination rights to which the Consumer is entitled under mandatory law.
- The Service Provider will not change the fees under the Service Agreement or the essential content of the paid plan to the Customer's detriment during the paid period.

[3.] Registration, account, access, security

[3.1.] Users may register with a username and password or with a social login (Google, Microsoft, Facebook). Organizations may create or import accounts for their own members or link them through single sign-on (SSO, LTI). At an Organization's request, the Service Provider may also generate temporary exam accounts for an exam.

[3.2.] Mandatory data for registration: full name, e-mail address and username. The data that may be provided voluntarily (for example gender, date and place of birth, educational institution, phone number) and their processing are described in the Privacy Policy. The User must provide true data and update any change in the account settings.

[3.3.] **Minors**.

- **Self-registration:** for processing based on consent in relation to a service offered directly to a User under the age of 16, the consent or authorization of the legal representative holding parental responsibility is required (Article 8 of the GDPR). The Service Provider asks for a separate declaration on this at registration, records it together with its time and, where justified, asks for the consent to be presented. If the absence of consent is discovered later, the Service Provider stops the processing concerned and erases the data, unless there is a separate legal basis for retaining them. This does not affect processing carried out on a different, valid legal basis.
- **Conclusion of contract**: a person under 18 may order a paid plan only through or with the consent of their legal representative (Sections 2:12–2:14 of the Hungarian Civil Code).
- **Institutional use**: where the account is created or managed by a school or other educational institution, the legal basis for the processing and the information provided to parents are determined by the institution (Chapter 8); this is not necessarily consent.

[3.4.] The account is personal and may not be transferred to anyone else, and one person may use one account. The User is responsible for keeping their login details confidential and for the activity carried out with their account. We recommend a strong password not used elsewhere and two-factor authentication. The Service Provider may apply a password policy and a temporary lockout after repeated failed logins, and the Organization may make two-factor authentication mandatory for its members.

[3.5.] The User must report any unauthorized use of the account or any suspected security incident without delay at webmaster@edubase.net. The Service Provider may temporarily suspend access to protect the account.

[3.6.] In the case of an organizational account, the Organization administrator may, according to the Organization's settings, see the member's results, progress and the data provided at the Organization, and may add, move and remove the member. The Organization decides on access to its own content.

[3.7.] The Service Provider may delete inactive accounts. If nobody logs in to an account for 360 days, or there is no login within 3 days of registration, the Service Provider sends a warning by e-mail and deletes the account 14 days after the warning. This does not apply to accounts with a paid order, accounts with special entitlements (for example Pro or accounts managed by an Organization), or accounts created via the API, SSO, LDAP or LTI.

[4.] The Service, plans, ordering, fees, payment

[4.1.] The Service is available under a free (Free) plan and paid plans (for example Pro, Business), as well as under an individual Service Agreement. The features and limits of each plan (for example storage, number of questions and users, AI allowance) are described on the Website, and the Service Provider may publish their prices on the Website. If the price of a plan, service element or quantity is not shown on the Website (for example for institutional orders, orders for a larger number of users or orders requiring custom development), the Service Provider sets the fee in an individual quotation based on an assessment of the Customer's needs. The quotation is valid for the period stated in it or, failing that, for 30 days from its issue. In this case the contract is concluded when the quotation is accepted in writing (by e-mail) or when the Service Agreement is signed. For a Consumer, the Service Provider also states the total amount payable before acceptance. The Service Provider may modify the features of the free plan in accordance with Section 2.5.

[4.2.] **Ordering**.

• **Plan or individual service**: the Customer requests a quotation through the Contact form on the Website or by e-mail. The Service Provider sends the quotation by e-mail, indicating where these GTC are available. The contract is concluded when the quotation is accepted by e-mail or when the Service Agreement is signed (Section 4.1), and the Service Provider confirms the acceptance by e-mail.

• **Online order** (for example an event ticket): before submitting, the customer may review and correct their data and the total amount payable, then submits the order with the button labeled “Order with obligation to pay” or with an equivalent label. The contract is concluded upon confirmation or, for online payment, upon successful payment.

The content of the Website is an invitation to make an offer.

[4.3.] Prices are shown in Hungarian forints (HUF), euros (EUR) or US dollars (USD), as gross prices (including VAT) for consumers and broken down into net price and VAT for businesses. The Customer may choose between the currencies when ordering or as set out in the quotation; payment is made in the currency shown on the invoice or payment request, and any conversion costs are borne by the Customer. In the case of an obviously incorrect price (for example HUF 0 or an amount conspicuously different from the usual price), the Service Provider is not obliged to perform; in this case it offers performance at the correct price, from which the Customer may withdraw free of charge.

[4.4.] Paid plans are for the purchased period and **do not renew automatically**. The Service Provider may send a notification when expiry approaches. After expiry, the account continues to operate under the free plan; content is retained, but features beyond the plan's limits cannot be used.

[4.5.] Payment methods:

- by bank card through the payment system of OTP Mobil Kft. (SimplePay);
- by bank card or another electronic payment method through the system of Stripe Payments Europe, Ltd., where available on the Website;

- with a PayPal account or bank card through the system of PayPal (Europe) S.à r.l. et Cie, S.C.A.;
- by bank transfer, based on a payment request, to the account matching the currency of the payment request:
  - OTP Bank Nyrt.: 11704007-22052548 (HUF);
  - Wise: 12600016-10541890-48160054 (HUF);
  - Wise: BE23 9053 1394 8991 (EUR, IBAN), SWIFT/BIC: TRWIBEB1XXX, account held at: Wise, Rue du Trône 100, 3rd floor, 1050 Brussels, Belgium;
  - Wise: 8311046724 (USD, checking), routing number (wire and ACH): 026073150, SWIFT/BIC: CMFGUS33, account held at: Community Federal Savings Bank, 89-16 Jamaica Ave, Woodhaven, NY 11421, United States;
- in a manner agreed individually (for example in institutional procurement, after a certificate of performance).

For bank transfers, the number of the payment request must be stated in the payment reference; bank charges are borne by the Customer. Bank card data are handled exclusively by the payment service provider; the Service Provider has no access to them.

[4.6.] The Service Provider issues electronic invoices using an invoicing service provider (currently Billingo; the list of invoicing providers is included in the Privacy Policy) and sends them by e-mail. If a Customer that qualifies as a business is late in payment, the Service Provider is entitled to default interest and a flat-rate collection cost under the Hungarian Civil Code; the Service Provider may suspend the paid features after a written reminder giving 8 days to pay.

[4.7.] Coupons, promotional codes and virtual units within the system (for example EduBase clips) cannot be exchanged for cash, are not transferable and must be used within the stated validity period.

[5.] Consumer rights

This chapter applies only to Customers who qualify as Consumers.

[5.1.] **Withdrawal**. The Consumer may withdraw from the contract without giving any reason within 14 days of its conclusion (Section 20 of Government Decree 45/2014 (II. 26.)). Withdrawal must be communicated at info@edubase.net by an unequivocal statement or by using the model withdrawal form in Annex 2 of the Decree. To meet the deadline, it is sufficient to send the statement before the deadline expires.

[5.2.] **Start of performance within the withdrawal period**. A paid plan is a digital service. It is activated immediately after payment if the Consumer expressly requests that performance begin before the withdrawal period expires: in an online order with a separate checkbox, or when accepting a quotation in the declaration of acceptance.

- In this case the Consumer may still terminate the contract within the 14-day period, but must pay a fee proportionate to the service performed until the termination is communicated (Section 26(1) of the Decree). The Service Provider refunds the difference within 14 days, using the original payment method.
- If the service is fully performed within the period, the Consumer loses the right of withdrawal, provided that they expressly acknowledged this when ordering (Section 29(1)(a) of the Decree). Activating the plan and crediting the AI allowance do not in themselves mean that the service has been fully performed. Fully using up the AI allowance may qualify as full performance only if the contract is aimed exclusively at providing and using that allowance and the Service Provider has no further service obligation. Using up an allowance attached to an ongoing subscription does not in itself extinguish the right of withdrawal or termination.
- In the case of digital content not supplied on a tangible medium (for example downloadable learning material), the right of withdrawal is lost if the Consumer expressly consented to the start of performance, acknowledged the loss of the right of withdrawal, and the Service Provider confirmed this (Section 29(1)(m) of the Decree).

[5.3.] **Conformity**. Under Government Decree 373/2021 (VI. 30.) on contracts for the supply of digital content and digital services, the Service Provider is liable for the Service conforming to its description and to the requirements

of the Hungarian Civil Code throughout the term of the contract. To this end, the Service Provider automatically installs the necessary updates, including security updates.

[5.4.] In the event of defective performance, the Consumer may first ask for the Service to be brought into conformity. If this does not happen within a reasonable time, or the defect is serious, the Consumer may ask for a proportionate price reduction or terminate the contract. Upon termination, the Service Provider refunds the part of the fee corresponding to the period during which the Service was not in conformity, and the fee paid in advance for the period after termination (Section 24(1)–(2) of Government Decree 373/2021); the Consumer may also request the export of their User Content (Chapter 11). The Service Provider makes the refund without undue delay and at the latest within 14 days of becoming aware of the exercise of the consumer right giving rise to it.

[5.5.] The consumer protection rules of Government Decree 373/2021 (VI. 30.) on digital content and digital services also apply to the free plan if the Consumer provides or undertakes to provide personal data. The exception is where the Service Provider processes the data exclusively to provide the service or to comply with its legal obligations and does not use them for any other purpose. The applicability of Government Decree 45/2014 (II. 26.) on withdrawal and termination is to be assessed according to its own scope provisions.

[6.] User Content, prohibited use, content moderation

[6.1.] The uploader is responsible for User Content. The User warrants that they hold the rights necessary for uploading and sharing, and that the content does not infringe the law or the rights of third parties. If the content contains personal data of another person, the uploader is responsible for ensuring a legal basis.

[6.2.] **In particular, it is prohibited**:

- to upload or share content that is unlawful, incites hatred, is violent, pornographic, harmful to minors, defamatory or infringes copyright;
- to distribute malicious code, unsolicited advertising (spam) or phishing;
- to circumvent the security measures of exams and assessments, to take an exam in someone else's place, or to pass on exam questions without authorization;
- to carry out automated, unauthorized content extraction (scraping), reverse engineering or load testing of the Service, or to circumvent API limits;
- to gain unauthorized access to another person's account or data, or to carry out security testing without the Service Provider's prior written permission;
- to use the AI features to produce unlawful or harmful content (Chapter 7).

[6.3.] **Notice**. Anyone may report content they consider unlawful or contrary to these GTC with the “Report” function next to the content or at info@edubase.net (Article 16 of the DSA). The notice must include the exact location of the content (URL), an explanation of why it is unlawful, the name and e-mail address of the notifier (not required for content depicting child sexual abuse), and a statement of good faith. The Service Provider confirms receipt of the notice and informs the notifier of its decision.

[6.4.] **The moderation process**.

1. The notice is first examined by the User or Organization entitled to manage the content (for example to correct a faulty question).
2. The Service Provider examines notices concerning unlawful content, notices about content without an owner, and notices escalated to it.
3. The Service Provider may also use automated tools (for example to moderate AI-generated texts and images), but takes decisions to remove content or restrict an account only with human review.

4. Possible measures: removing the content, restricting access to it, ending public sharing, suspending or terminating the account. The measure is proportionate to the seriousness of the infringement; an account that repeatedly uploads manifestly unlawful content may be suspended after a prior warning.

[6.5.] The Service Provider informs the affected User of the measure with a statement of reasons (Article 17 of the DSA). The User may lodge a complaint against the decision within 6 months at info@edubase.net; the complaint is not decided by the same person who took the decision. The User may also turn to a court or to an out-of-court dispute settlement body under the DSA.

[6.6.] The Service Provider is not obliged to check User Content in advance. It acts as required by law on the basis of an order from an authority or court and, if there is a suspicion of a criminal offense involving a threat to life or safety, it notifies the competent authority (Article 18 of the DSA).

[7.] Artificial intelligence features

[7.1.] Certain features of the Service use large language models. Examples are the generation of questions and learning material, translation, the chat assistant, image generation and the group-level summary of exam results. The models may be provided by OpenAI, Anthropic, Google (Gemini) and Amazon Web Services (Bedrock). The Service Provider may replace the models and the providers for reasons of quality and security; the exact list is included in the Privacy Policy. Use of the AI features is limited by the allowance under the plan.

[7.2.] **Transparency**. The Service Provider indicates when the User is interacting with an AI system and when content has been generated or modified by AI (Article 50 of Regulation (EU) 2024/1689). The User must check content created with AI before publishing it or using it in an exam: the output may be incorrect, incomplete or biased, and the Service Provider does not warrant its correctness.

[7.3.] **Data**. Only the data necessary for the feature are transferred to AI providers. The exam summary uses only group-level statistics without names, from the results of at least 10 different participants; repeated attempts by the same person count as one person for the purposes of this threshold. The Service Provider uses AI providers under terms according to which the transferred data are not used for model training. The User should not enter another person's personal data or special category data in the AI features unless it is necessary for the task.

[7.4.] The User may use content produced by AI at the User's request as their own User Content; the Service Provider makes no claim to it. Use that violates the usage policies of the AI providers qualifies as prohibited use under Section 6.2.

[7.5.] The AI features do not take decisions producing legal effects concerning the User. Exam security signals (for example the suspicious behavior score) are produced on the basis of predefined, weighted rules, without an AI model or machine learning, and are for information only; no single factor can trigger a signal on its own; any decision taken on the basis of these signals is the responsibility of the instructor or Organization running the exam.

[7.6.] **Roles under the AI Act**. The Service Provider provides the AI features under its own name, built on third-party general-purpose AI models, and therefore qualifies as the provider of an AI system in respect of them. A Customer or Organization that uses the AI features in the course of its own activities (for example by attaching a chat assistant to a course or exam) qualifies as a deployer and is responsible for configuring and using the features as intended.

[7.7.] **Intended purpose and excluded uses**. The intended purpose of the AI features is content creation, translation, learning support and group-level analysis. The Service Provider does not offer any AI feature that serves a high-risk purpose under point 3 (education) or point 4 (employment) of Annex III to the AI Act. The Customer may use the AI features for the following purposes only on the basis of a separate agreement with the Service Provider and provided that the conformity requirements of the AI Act are met:

- for decisions on admission or access to an institution or a training program;

- for the AI-based evaluation of the learning outcomes of a particular person or the determination of their level of education;
- for the AI-based detection of prohibited behavior during exams;
- for the selection, promotion or dismissal of employees, or the AI-based evaluation of their performance and behavior.

If the Customer nevertheless uses or modifies the AI features for such a purpose, it may itself become the provider of a high-risk AI system under Article 25 of the AI Act and is responsible for the resulting obligations.

[7.8.] Prohibited practices. The Service does not use or enable emotion recognition, biometric categorization, biometric identification or manipulative techniques that knowingly influence decision-making (Article 5 of the AI Act). The Customer may not configure the chat assistant's system prompt for such a purpose either.

[7.9.] Human oversight. Content suggested by AI is added to a question bank, course or exam only with the User's approval. The chat assistant available in an exam is switched on by the organizer of the exam, who sets the conditions of its use (for example a point deduction). The assistant does not score the candidate's answers.

[7.10.] AI literacy. The Organization provides training and guidance to its staff and instructors who handle the AI features, appropriate to their role and the risk of use, and documents this (Article 4 of the AI Act). To support this, the Service Provider describes in its help pages how each feature works, its limitations and recommended use; it provides similar training to its own staff.

[7.11.] Marking. In accordance with Article 50(2) of the AI Act, the Service Provider also marks images and text content created with AI (in particular generated and translated questions) in a machine-readable way: for images with metadata or the model provider's watermark, for texts in the content's data, including in exports and API responses. This does not apply where the AI only provided standard editing assistance or did not substantially alter the content provided by the User. In addition, the Service Provider also uses a visible “Made with AI” label on the interface.

If the User publishes an AI-generated or manipulated image, audio or video that qualifies as a deepfake under the AI Act, they must disclose its artificial origin or manipulated nature in accordance with Article 50(4) of the AI Act. In the case of an evidently artistic, creative, satirical, fictional or analogous work, the disclosure may be made in a way that does not hamper the display or enjoyment of the work.

If the User publishes AI-generated or manipulated text for the purpose of informing the public on matters of public interest, they must also disclose its artificial origin or manipulated nature. The User may be exempt from this obligation for text content if the content has undergone a process of human review or editorial control and a natural or legal person holds editorial responsibility for its publication. Human review in itself does not exempt the User from the obligation to label deepfake content.

[8.] Organizational and institutional use, Data Processing Terms

[8.1.] Roles. Where an Organization (for example an employer, school, university or training provider) processes the data of its own members, students or candidates in the Service, the Organization is the controller and the Service Provider is the processor. Such data include in particular results generated in the Organization's exams and courses, member data provided or imported by the Organization, competency and training records, and custom data requested on the exam start form.

The Service Provider remains an independent controller in respect of the User's own EduBase account (one not created by the Organization), invoicing, security logs and the prevention of abuse.

This chapter qualifies as a data processing agreement under Article 28(3) of the GDPR, which is concluded through the organizational use of the Service. If the parties sign a separate data processing agreement, it takes precedence over the provisions of this chapter.

This chapter also applies where a User creates an exam without an Organization and processes the personal data of other persons in it (hereinafter: creator). In this case, in this chapter Organization means the creator and Organization administrator means the creator's account. Deleting the exam also means deleting the results belonging to it. If the creator deletes their account, the Service Provider continues to retain the candidates' results in accordance with Section 11.4 as an independent controller, to the extent necessary for the performance of its contracts with the candidates. The Service Provider is the controller of the data of public quizzes and of quizzes used for own practice.

[8.2.] Description of the processing.

Subject matter and purpose	online education, knowledge assessment, examination, training and competency records for the Organization
Nature	storage, organization, display, evaluation, export, sending notifications, erasure
Data subjects	the Organization's members, students, employees, candidates and instructors
Categories of data	name, e-mail address, username, external identifier, organizational unit and job role, answers, results, activity and exam security data, uploaded documents, custom fields defined by the Organization
Special category data	not processed as intended; if the Organization requests such data, it must indicate this in advance
Duration	for the period of use of the Service, followed by erasure under Chapter 11

[8.3.] Obligations of the Service Provider.

- **Instructions**: it processes personal data only on the documented instructions of the Organization. The configuration and use of the Service, as well as written requests, qualify as instructions. It informs the Organization without delay of any instruction that infringes the law.
- **No own purposes**: it does not use the data for its own purposes: marketing, advertising, profiling, sale or training AI models. The exception is anonymous, aggregated statistics necessary for the operation, security and development of the Service.
- **Confidentiality**: only its staff and subcontractors bound by confidentiality may access the data, to the extent necessary for their tasks.
- **Security**: it takes the technical and organizational measures required by Article 32 of the GDPR (Privacy Policy, chapter on data security).
- **Sub-processors**: the Organization gives general authorization for the use of the subcontractors listed in the Privacy Policy. The Service Provider informs the Organization of any new or replaced subcontractor at least 15 days in advance, not only by updating the list but also by e-mail or system notification sent to the Organization administrators; the Organization may object to this on reasonable grounds. If the parties cannot find a solution, the Organization may terminate the Service Agreement free of charge. The Service Provider imposes essentially the same data protection obligations on the subcontractor and is liable for their performance.
- **Third countries**: it stores the data primarily in the EU; it transfers data to a third country only with safeguards under Chapter V of the GDPR (adequacy decision, EU–US Data Privacy Framework, standard contractual clauses).
- **Data subject requests**: it assists the Organization in fulfilling data subject requests (for example data export, rectification, erasure). It forwards any request it receives to the Organization and responds on its own only with the Organization's authorization.
- **Incidents**: it notifies the Organization of a personal data breach without undue delay and at the latest within 48 hours of becoming aware of it, with the information then available as required by Article 33(3) of the GDPR.
- **Other assistance**: it provides the information necessary for the data protection impact assessment and prior consultation (Articles 35–36 of the GDPR), in particular a description of how exam security scoring and skill profiles work and its own risk assessment.

- **Audit**: it makes available to the Organization the information necessary to demonstrate compliance and allows one regular audit per year of reasonable scope, agreed 30 days in advance. An extraordinary audit may also take place with shorter, reasonable prior notice in the event of a personal data breach, a well-founded compliance concern, a material change in the processing or a request from an authority. The audit may not jeopardize the data of other customers or the security of shared systems; to this end, the Service Provider primarily responds with documentation, certificates and questionnaire answers.
- **Termination of the contract**: before termination or within 30 days thereafter, the Organization may choose between the return (export) and the erasure of the data. If it does not choose, the Service Provider erases the data after the 30th day. After the return, the Service Provider also erases the copies remaining with it. Erasure from the backups is completed at the end of the backup cycle under Section 11.4. The Service Provider confirms the erasure in writing upon request, unless the law requires storage.

[8.4.] **Obligations of the Organization**. The Organization is responsible for the legal basis of the processing and for informing the data subjects. For this it may use, for example, its own privacy notice displayed on the exam start form. It is also responsible for any consent required in the case of minors, for selecting the Organization administrators and setting permissions correctly, and for ensuring that the processing of the data uploaded to the Service is lawful. The Organization may use an evaluation producing legal effects or similarly significant effects as a solely automated decision only where an exception under Article 22 of the GDPR and the applicable safeguards are in place. Otherwise, it must ensure meaningful human assessment before such an effect is produced. The person carrying out the assessment must have appropriate information, competence and actual authority to change the automatic result. A mere formal approval is not sufficient. For this purpose, the Organization may also use the review and manual grading features of the Service.

[8.5.] Through integrations (API, webhook, LTI, MCP, synchronization with HR systems), the Organization may transfer the data to its own systems. These transfers take place on the Organization's instructions, and the Organization is responsible for the receiving system.

[9.] Availability, support, bug reports

[9.1.] The Service Provider undertakes an annual availability of at least 95%; the Service Agreement may set a higher level. The following are not counted against availability:

- planned maintenance, which the Service Provider schedules for low-traffic periods where possible. On a Dedicated instance, or where the Service Agreement so provides, the Service Provider announces it at least 48 hours in advance; on the general Website used by multiple customers, it may carry it out without separate notice;
- urgent security interventions;
- causes outside the Service Provider's control (for example internet service provider failures, the User's device, force majeure).

Where possible, the Service Provider avoids planned maintenance during periods for which the Organization has announced an exam in advance.

[9.2.] The Service Provider makes regular, encrypted backups of the stored data, which it stores in the European Union. Backups serve exclusively to restore the Service after a failure; in that case the Service Provider erases again the data deleted since the backup. The Service Provider does not restore content deleted by individual Users.

[9.3.] **Reporting**. Bugs can be reported at webmaster@edubase.net or through the Contact form on the Website. The report should include:

- the name, account and Organization of the reporter;
- the time the bug was detected;
- the affected interface or content (URL, exam code);
- a description of the bug, preferably with a screenshot;

- in urgent cases, a phone number for a call back.

The time of the report is when the bug reaches the Service Provider in an identifiable manner.

[9.4.] The Service Provider processes reports on working days between 8:00 and 17:30 (Central European Time); response and resolution times are set out in Appendix 2. The extent of support for user questions, onboarding and content creation depends on the plan or the Service Agreement.

[9.5.] To use the Service, the User needs a device and internet connection as set out in Appendix 1; providing these is the User's responsibility.

[10.] Liability, intellectual property, confidentiality

[10.1.] **Liability**. The Service Provider's liability for breach of contract and on any other legal ground is capped at the amount actually paid by the Customer for the service concerned in the 12 months preceding the damage. In the case of free use, the Service Provider is liable only for damage caused intentionally or by gross negligence.

The limitation does not apply to:

- damage caused intentionally or by gross negligence;
- a breach of contract causing harm to human life, physical integrity or health (Section 6:152 of the Hungarian Civil Code);
- rights to which the Consumer is entitled by law and which cannot be derogated from;
- liability towards the data subject under Article 82 of the GDPR.

[10.2.] The Service Provider is not liable for:

- User Content;
- the correctness of AI output (Section 7.2);
- decisions taken by Organizations on the basis of results;
- damage resulting from a fault of the User's device, internet connection or login details;
- the operation of integrations provided by third parties and chosen by the User (for example social login, embedded YouTube or Vimeo videos).

[10.3.] The Customer, with the exception of a Consumer, indemnifies the Service Provider against claims by third parties and fines imposed by authorities that arise from unlawful content or use by the Customer or its Users. This includes reasonable legal costs, provided that the Service Provider notifies the Customer of the claim without delay and cooperates in the defense.

[10.4.] **The Service Provider's intellectual property**. The Service (software, database, brand identity, documentation, content created by the Service Provider) is the property of the Service Provider or its licensors. For the term of the contract, the User receives a non-exclusive, non-transferable right of use to the extent of their plan.

[10.5.] **User Content**. The rights in User Content remain with the User (or the Organization). The User grants the Service Provider a non-exclusive, free-of-charge license without territorial restriction to store, reproduce, convert the format of and display the content. With the exception set out in Section 10.6, the license applies solely to the provision of the Service and to sharing in accordance with the User's settings.

- Except in the cases under Section 10.6, the license ends when the content is deleted, with the exception of backups (until they expire) and the documentation of exams already closed.
- If the User shares their content publicly or with other Users, those Users may use it in accordance with the sharing settings; subsequent deletion does not affect copies already made.
- The Service Provider does not sell User Content to third parties and does not use it to train AI models.

[10.6.] Reuse of content uploaded under the free plan.

Notice: this provision differs from the usual terms, which is why we draw separate attention to it at registration. If the User uploads or creates User Content (in particular a question, Quiz set, task, explanation or image) under the free (Free) plan and not on behalf of an Organization, the User grants the Service Provider a non-exclusive, irrevocable, sublicensable license, unlimited in time and territory, to use it within the Service. The consideration for the license is the provision of the free plan; no separate fee is payable for it.

On this basis, the Service Provider may:

- incorporate the content into a public or plan-based question and content database, collection or sample template;
- adapt, correct and translate the content, and combine it with other content;
- make it available to other Users for use (for example for copying into their own Quiz set);
- use it as an example to present the Service.

Conditions of use:

- The User remains free to use their own content.
- The license arises only to the extent that the User holds the rights to the content. If the User creates or uploads the content in an employment relationship, under a service contract or on behalf of another person (for example an employer or school), the User warrants that the rightholder has consented to the use under this Section (Section 6.1). If the rightholder objects to the use, the Service Provider removes the content from the shared content database. Content of an employer or institution should be managed within an Organization, to which this Section does not apply.
- The license survives the deletion of the account or the content in respect of copies that the Service Provider had already incorporated before the deletion. If the Consumer terminates the contract because of defective performance, failure to supply the service or a disadvantageous amendment under Section 2.5 (Sections 22, 23 and 27 of Government Decree 373/2021 (VI. 30.)), after termination the Service Provider continues to use only the content specified in Section 25(2) of the Decree. This includes in particular content that it has inseparably aggregated with other data, or that was generated jointly by the Consumer and others and can continue to be used by other consumers. The mere copying of the content or its use by another User does not in itself establish the exception for joint generation.
- The Service Provider does not delete copies that other Users had incorporated into their own content before the termination on the basis of sharing under Section 10.5, regardless of whether the User is a Consumer. These remain available as content of the receiving User, in accordance with that User's settings, and the Service Provider stores them only for the receiving User. When the account is deleted, the Service Provider removes from the incorporated copies any personal data referring to the author.
- At the Consumer's request, the Service Provider makes available the content to be provided under the law free of charge, without hindrance, within a reasonable time and in a commonly used, machine-readable format.
- Before incorporation, the Service Provider removes personal data from the content. The license is a copyright license and does not constitute consent to the processing of personal data.
- The User agrees that the content may be used without indicating their name. If the User asks for their name to be indicated, the Service Provider does so on the basis of the User's consent and removes the name when the consent is withdrawn.
- This provision does not apply to content uploaded during a paid plan or within the framework or on behalf of an Organization, nor to content covered by a separate agreement with the Service Provider.
- Anyone who does not wish to grant such a license may choose a paid plan.

[10.7.] The Service Provider may display the name and logo of a Customer that qualifies as a business as a reference, unless the Customer prohibits this in writing. The Service Provider publishes a case study only with the Customer's prior approval.

[10.8.] **Confidentiality**. The parties treat as trade secrets any non-public business information about the other party learned during the contract (for example individual prices, exam materials and security descriptions). They disclose such information only for the purpose of performance and only to their staff, advisers and subcontractors bound by confidentiality. The obligation survives for 5 years after the termination of the contract and does not apply to information that is public, obtained independently of the other party, or required by law or by an authority. For Customers performing public duties, the Hungarian Act CXII of 2011 on informational self-determination and freedom of information (Infotv.) governs data qualifying as data of public interest.

[11.] Termination, export and erasure of data

[11.1.] **Termination by the User**. The User may terminate the contract at any time, without giving reasons, by requesting the deletion of their account. The request may be submitted in the data protection category of the Contact form or at dpo@edubase.net. The Service Provider fulfills the request after identification, at the latest within 30 days. The Service Provider does not refund the fee for a paid fixed-term plan, except in the cases under Chapter 5 and Section 2.5.

[11.2.] **Termination by the Service Provider**. The Service Provider may terminate the contract with 30 days' notice without giving reasons; if this happens during a paid period, it makes a pro rata refund. It may terminate with immediate effect or suspend access if the User:

- seriously or repeatedly breaches these GTC (in particular Section 6.2);
- fails to pay despite a reminder giving 8 days to pay;
- endangers the security of the Service or of other Users.

The Service Provider informs the User of the suspension and its reasons in accordance with Section 6.5.

[11.3.] **Export**. Before termination, the User and the Organization may export their content and results. The export functions of the Service: questions, exam results, user lists and the API. Upon request, the User receives a machine-readable (XLSX) copy of their personal data. For 30 days after termination, the Service Provider also assists the Organization with the necessary export upon request.

[11.4.] **Erasure**.

- When the account is deleted, the Service Provider erases or anonymizes the User's personal data.
- When the account is deleted, the Service Provider detaches the content created by the User (for example questions, Quiz sets, exams, videos) from the account and deactivates it; it can then no longer be linked to the User. The Service Provider retains this content to preserve the integrity of the Service, because earlier exam results and other Users' content may refer to it, and does not use it for any other purpose (for a Consumer, beyond the exceptions under Section 10.6). If content contains personal data, the User may delete it themselves before deleting the account, or request its deletion at dpo@edubase.net.
- The Organization decides on the handling of content shared by the User with others and of results generated in the Organization's exams.
- The Service Provider returns or erases the Organization's data in accordance with the choice under Section 8.3; failing a choice, it erases them after the 30th day following termination, unless the law requires storage.
- In backups, data remain until the backups expire, for up to 16 months, after which they are permanently erased. Until then, the Service Provider uses them only for restoration after a failure, and after restoration it erases again the data previously deleted.
- The Service Provider retains accounting documents for 8 years in accordance with the Hungarian Accounting Act.

[12.] Complaints, disputes, miscellaneous provisions

[12.1.] **Complaints**. Complaints may be made in writing (info@edubase.net) or through the Contact form. The Service Provider responds to a written complaint on the merits with a reasoned answer within 30 days at the latest (Section 17/A of Act CLV of 1997 on consumer protection). It retains the complaint and the response for the period required by law.

[12.2.] If the complaint cannot be settled, the Consumer may turn to:

- the **conciliation board** competent for their place of residence; for the Service Provider's registered seat this is the Budapest Conciliation Board (1016 Budapest, Krisztina krt. 99. I. em. 111.; postal address: 1253 Budapest, Pf. 10.; bekelteto.testulet@bkik.hu). The Service Provider is obliged to cooperate in the conciliation board procedure;
- the **consumer protection authority** (the county or Budapest government office competent for their place of residence);
- a **court**;
- in data protection matters, the **Hungarian National Authority for Data Protection and Freedom of Information** (Privacy Policy).

[12.3.] **Applicable law, jurisdiction**. The contract is governed by Hungarian law. Notwithstanding this, the Consumer retains the protection afforded by the mandatory provisions of the law of the country of their habitual residence. For disputes between businesses, the court of the Service Provider's registered seat has exclusive jurisdiction.

[12.4.] **Notices**. The parties send notices relating to the contract by e-mail to the address provided by the other party; the Service Provider may also communicate through system notifications. In the absence of a delivery failure message, an e-mail is deemed delivered on the working day following its sending.

[12.5.] **Force majeure**. Neither party is liable for a failure to perform caused by an event outside its control that was unforeseeable and unavoidable (for example a natural disaster, war, epidemic, widespread network or power outage, measures by authorities). The parties inform each other of such an event without delay.

[12.6.] **Other provisions**.

- If any provision of these GTC is invalid, the remaining provisions remain in force.
- The Service Provider may assign the contract to its legal successor or an affiliated company; it notifies the Customer of this in advance.
- Failure to exercise a right does not constitute a waiver of it.

[12.7.] **Entry into force**. These GTC enter into force on 1st December 2026.

[Appendix 1] System requirements

Item	Minimum
Browser	the last two major versions of Chrome, Edge, Firefox or Safari, with JavaScript and cookies enabled
Mobile	a supported version of iOS or Android, with an up-to-date browser or the EduBase app
Display	at least 360 px wide; 1024 × 768 px recommended for exams
Internet connection	at least 1 Mbit/s; at least 4 Mbit/s for video
Secure exam	where required by the Organization, Safe Exam Browser (Windows, macOS, iPadOS)

[Appendix 2] Severity levels and response times

Priority	Description	Response time	Resolution
P1 – Critical	the Service or a running exam cannot be used, or there is a data security risk	4 working hours	48 hours
P2 – High	an important feature does not work and there is no workaround, or it affects many users, but the Service and running exams can be used	8 working hours	3 working days
P3 – Medium	a feature does not work, but there is a workaround	2 working days	5 working days
P4 – Low	minor bug, display or convenience issue	5 working days	the next planned release