

Aggreg8 Ltd. -  
General Terms and Conditions of Use

*Updated: October 6, 2023.*

## I. General framework

1. These General Terms and Conditions of Use contain the terms and conditions of using the online account information service and web application (hereinafter referred to as the "Account Information Service"), and based on this Account Information Service, the optional Information Sharing Service (hereinafter the "Account Information Service" and the "Information Sharing Service" are together referred to as the "Services").
2. The Services are developed and operated by Aggreg8 Ltd. (6725 Szeged, Szent Ferenc utca 1., Hungary; company registration number: 06-09-023518, tax number: 25930423-2-06, email: support@aggreg8.io; hereinafter referred to as the "Service Provider"), and accessible under the aggreg8.io/aggreg8.hu domains (hereinafter referred to as the "Website").
3. By registering, the registered user of the Services (hereinafter referred to as "User") accepts that these General Terms and Conditions of Use (hereinafter referred to as "T&C") apply to him/her.
4. The Privacy Policy, which provides for the processing of Users' personal data, is an integral and inseparable part of this T&C.

## II. Terms, definitions

1. **User:** a natural person, legal entity or unincorporated entity registered on the Service who has accepted the T&C as binding on him/her.
2. **Service Provider:** Aggreg8 Ltd, the owner, developer and operator of the web application available under the aggreg8.io/aggreg8.hu domain.
3. **Parties:** the User and the Service Provider jointly.
4. **Website:** the websites available under the aggreg8.io/aggreg8.hu domain, their content, as well as the versions of the related subdomains and their content.
5. **Contracted Business Partner:** a natural person, legal entity or other entity without legal personality with whom the Service Provider has concluded a bilateral agreement for the purpose of information sharing services and to whom the Service Provider may provide information related to the User's bank account(s) registered in the Service, based on the clear consent given by the User. The current list of the Contracted Business Partners who have a contractual relationship with the Service Provider is available on the Service Provider's website at <https://www.aggreg8.io/arak-es-aff/szerzodott-partnerek/>.
6. **Account Information Service:** a service available on the online platform operated by the Service Provider, whereby the Service Provider, contracting directly with the User, performs the synchronization of the User's bank accounts and the display of downloaded bank account data, based on the consent given by the User, which enables the Service Provider to provide the Account Information Service directly to End Users.
7. **Information Sharing Service:** the service provided by the Service Provider to the Contracted Business Partner on the basis of the consent given by the User. The Service allows the User to share his/her bank account data synchronized under the Account Information Service with the selected authorized Contracted Business Partner, based on the consent given in the Authorization Interface and according to its content. Use of the Information Sharing Service is not a prerequisite for using the Account Information Service.
8. **Contract:** The legal relationship between the User and the Service Provider, the terms and conditions of which are set out in the registration form and/or other documents and in these T&C, established by the User by filling in and submitting the electronic registration form and its acceptance by the Service Provider and its subsequent activation.
9. **Authorization interface:** the interface available in the online application operated by the Service Provider, where the User determines with which Contracted Business Partner, for what period and for what scope of data the Service Provider may share the account information obtained about the User during the bank account synchronization within the scope of the Information Sharing Service.
10. **Sensitive payment data:** pursuant to Section 2.5a of the Pft., (Pénzforgalmi Törvény – Payments Act) sensitive payment data means any data that can be used to commit fraud, including personal authentication data, with the

exception that the name of the account holder and the payment account number are not sensitive payment data with regard to the Account Information Service.

11. **Data that is not Sensitive Payment Data:** Service Provider shall have access to the User's bank account data in the course of providing the Account Information Service to the extent strictly necessary for the provision of the Service. Furthermore, since the User consents to this by accepting the T&C, the Company may access such data, which is not considered sensitive payment data in relation to the Account Information Service.

The following shall not constitute Sensitive Payment Data in relation to the Service Provider's Account Information Service:

- i. Account information (type, etc.)
- ii. Account history
  - a. Detailed transaction information (amount and currency, value date and notes)
  - b. Income, including: the contents of the comment field, and information about the initiator
- iii. Regular payments
  - a. Trusted partners (and their details)
  - b. Direct debits
  - c. Standing orders (and their details)
- iv. Account details
  - a. Bank account details including: account number and account holder's name
- v. Partners
  - a. List of partners involved in the transactions, e.g.: list of merchants
- vi. Categories
  - a. Expense and income categories
  - b. Transaction categorization

**12. The range of banks, bank accounts and Contracted Business Partners available on the Service:**

- i. The Service Provider shall continuously strive to expand the range of banks, bank accounts and Contracted Business Partners available in the Service and to introduce new services and functions, however, the Service Provider shall not be responsible for the pace of such expansion.
- ii. The availability of the banks, bank accounts and Contracted Business Partners offered in the Service may change periodically due to technical reasons beyond the Service Provider's control (e.g., due to problems with underlying banking interfaces).
- iii. The Service Provider may provide information to the Users on the availability of new banks, bank accounts and authorized Contracted Business Partners available on the Service on its Website (or other channels).

**III. Description of the Services**

1. The purpose of the Service Provider's Service is to enable Users to synchronize information related to their bank accounts (transaction history, income, expenditure, balance, etc.) through an online interface, to view the synchronized data on the Service Provider's Website (Account Information Service), and;
2. to initiate information sharing with Contracted Business Partners who have a contractual relationship with the Service Provider, by granting a User's consent, in respect of information previously shared with the Service Provider for the purpose of using the Account Information Service.

**IV. Conditions for using the Services (registration, contracting)**

1. The use of the Account Information Service is subject to User registration, which can be done through the Service Provider's Website online interface. Registration can be done in the following ways:
  - i. By entering the User's email address from the Service Provider's Website

- a. New Users can register for the Service and enter into a contract with the Service Provider by clicking on the "Login/Registration" button on the Service Provider's Website and on the "Registration" tab on this page.
    - b. In this registration form, the User can initiate his/her registration to the Service and the conclusion of a contract with the Service Provider by providing an e-mail address and accepting the T&C and the Privacy Policy. The submission of the registration form to the Service Provider does not constitute a declaration of the User's intent to conclude a contract, but merely the initiation of the contracting process. The User is free to interrupt the registration and contracting process at any time without any legal consequences.
    - c. By submitting the registration form to the Service Provider, the User expressly requests and consents to the conclusion of the contract by means of a telecommunication device, through the Service Provider's online interface.
    - d. The Service Provider shall examine the User's electronically sent request for the conclusion of a contract. The Service Provider shall decide on the acceptance of the initiative to conclude the contract at its own discretion, on the basis of the set conditions.
    - e. In case of acceptance of the User's initiative to enter into a contract, the Service Provider will send the User an activation link with a unique identifier to the email address provided by the User at the time of registration.
    - f. The User confirms his/her intention to register and conclude a contract by clicking on the activation link. If the User fails to confirm his/her registration and contractual intent by clicking on the activation link, the User's registration shall not be established and no contract or legal relationship shall be concluded between the Parties.
  - ii. Starting from the website/application of the Service Provider's Contracted Business Partner, by accepting the email address provided by the Contracted Business Partner to the Service Provider
    - a. A new User may initiate his/her registration to the Service by being redirected from the Service Provider's Contracted Business Partner to Aggreg8.
    - b. In this case, the Service Provider's Contracted Business Partner will, as part of the redirection, transfer to the Service Provider the User's email address that has already been validated by the Contracted Business Partner.
    - c. The Service Provider will have the User confirm the email address received as part of the redirection in a clearly visible way on a welcome screen for verification purposes.
    - d. If the redirected User is not yet a registered user of the Service Provider, the User can read and accept the T&C and the Privacy Policy on a subsequent screen and initiate his/her registration to the Service and the conclusion of a contract with the Service Provider.
    - e. Explicit acceptance of the T&C and the Privacy Policy constitutes a legal declaration to conclude the contract.
    - f. The Service Provider will send a confirmation email to the email address provided by the User at the time of registration to confirm the acceptance of the User's initiative to conclude a contract.
2. The Service Provider shall identify the User on the basis of the activation link sent to the email address provided by the User. In the case of registration initiated by a redirection from the Service Provider's Contracted Business Partner, the Service Provider will take the email address already validated by the Contracted Business Partner for customer authentication.
3. The Service Provider shall create the User's user account simultaneously with the conclusion of the Contract, at the time of its conclusion.
4. The Service Provider shall comply with its pre-contractual information obligations under the applicable law in electronic form prior to activation.
5. The Parties conclude the Contract for an indefinite period.
6. Users are only entitled to use the Service if they accept the current T&C and the Privacy Policy as binding on them.
7. The Service Provider shall communicate with the User via the email address provided at the time of registration in connection with subsequent matters concerning the Service. Registration cannot be carried out with an email address that has already been registered in the Service for identification purposes.

8. When using the Service, the User may only and exclusively enter one email address to create a User profile. It is not possible to combine User profiles created under different email addresses in the Service.
9. When registering on the Service, Users are obliged to provide accurate information. The Service Provider is not liable for any damage resulting from the provision of an incorrect, erroneous or false e-mail address during registration, but may claim compensation from the User for any damage incurred in this respect. The User has the possibility to check or modify the email address provided during registration at any time via the User profile.
10. The Service Provider has the right to delete obviously incorrect or false data and, in case of doubt, to verify the authenticity of the User's data. The Service Provider reserves the right to reject the User's registration, in particular in case of false or incomplete data or in case of any suspected misuse of the data provided during registration.
11. If the Service Provider becomes aware that the User has used the Service in violation of these T&C, or the rights of a third party or otherwise in violation of the law, or has provided personal data of another person or a non-existent person during registration, or has provided false or untrue data, the Service Provider is entitled to terminate the Contract with the User with immediate effect.
12. The data provided during registration is not public and not accessible to third parties.
13. The User is fully liable for all activities related to the email address associated with the registration of the Service. The User undertakes to notify the Service Provider's customer service immediately in the event of any unauthorized use of his/her data or any other breach of security. The Service Provider shall not be liable for any damages resulting from the transfer of the email address to third parties.
14. The User - as a natural person - acknowledges that if he/she is under the age of 16, he/she may not register with or use the Service. In case of breach of this obligation, the Service Provider shall be entitled to delete the User's registration.
15. The User has the right to delete his/her registration (profile) on the Account Information Service provided by the Service Provider at any time. The User acknowledges that in case of deletion of his/her registration in the Service or deletion of his/her profile, all his/her data recorded in the Service will be permanently deleted in accordance with the Privacy Policy in a non-recoverable manner.

## **V. How the Account Information Service works**

1. Users can synchronize their account information related to their bank accounts (e.g., transaction history, income/expenditure items) through the Service's online interface.
2. The process of synchronizing bank account information consists of the following main steps:
  - i. Completion of the User registration (see Section IV "Conditions for using the Services" above).
  - ii. User login is possible by clicking on the login link (magic link) sent by the Service Provider to the User by email.
  - iii. After logging in, the User can initiate the synchronization of his/her account history by clicking on the "Share account history" or "Add new bank" button.
  - iv. Once the synchronization has been initiated, the User Selects the Bank which the accounts he/she wishes to synchronize are held with.
  - v. After selecting the appropriate bank, the User enters the details required to establish an API connection at that bank (typically the username and account number(s) used at that bank's online interface).
  - vi. The User is redirected to the interface of the given bank, where he/she completes the authentication by entering the username and password used in the bank's online interface and performs the strong customer authentication.

- vii. The User authorizes Service Provider to access bank account information through the banking interface. Depending on the bank's implementation, this may require additional strong customer authentication.
  - viii. The User will be redirected back to Service Provider's interface. The User's general account information (account holder name, account number, balances, etc.) and transaction history (typically 90-120 days, but this period may vary depending on the bank's API implementation) will then be synchronized. The synchronization of the bank account information ideally takes less than 1 minute, but can take significantly longer depending on the bank, the number of accounts the User has and the size of the transaction history.
  - ix. Via the dedicated User interface, the synchronized bank account transaction history is listed in a categorized format.
  - x. If the User wishes to synchronize accounts with other banks, he/she can do so by clicking on the "New bank" button. The synchronization process starts again from step iv above (Select Bank).
3. In the course of providing the Account Information Service, the Service Provider shall have access to Users' bank account information only to the extent strictly necessary for the provision of the Account Information Service. In addition, by registering for the Service, the User consents to the Service Provider having access to such data. Depending on the implementation of the banking API, the Service Provider may have access to the following data:
- i. Account information (type, etc.)
  - ii. Account history
    - a. Expenses, incomes
    - b. Detailed transaction information (amount and currency, value date, booking date, partner data and comments)
  - iii. Regular payments
    - a. Trusted partners (and their details)
    - b. Direct debits
    - c. Standing Orders (and their details)
  - iv. Account details
    - a. Bank account details including: account number and name, account holder's name
  - v. Partners
    - a. List of partners involved in the transactions, e.g.: list of merchants
  - vi. Categories
    - a. Expense and income categories
    - b. Transaction categorization

## VI. Information Sharing Service

1. Users have the option, within the framework of the Service, to have the Service Provider provide the account information of the synchronized bank account(s) to the Contracted Business Partners who have a contractual relationship with the Service Provider, only upon the User's explicit consent.
2. The scope of the information provided to the Contracted Business Partner within the framework of the Information Sharing Service may include the following data, which the User must accept individually, on a per Contracted Business Partner basis:
  - i. Account information (type, etc.)
  - ii. Account history
    - a. Expenses, incomes
    - b. Detailed transaction information (amount and currency, value date, booking date, partner data and comments)
  - iii. Regular payments
    - a. Trusted partners (and their details)
    - b. Direct debits
    - c. Standing Orders (and their details)
  - iv. Account details
    - a. Bank account details including: account number and name, account holder's name
  - v. Partners
    - a. List of partners involved in the transactions, e.g.: list of merchants

- vi. Categories
  - a. Expense and income categories
  - b. Transaction categorization
3. The Contracted Business Partners shall specify in their own contractual terms and conditions for which data sets and for which period they require the sharing of bank account information.
4. In all cases, the Information Sharing Service is provided only and exclusively on the basis of a clear consent given by the User. The User can view and approve the parameters of the consent for information sharing as the last step of the synchronization process, in the Authorization Interface.
5. The User can review the previously granted consent(s) to share information in his/her User profile on the Website.
6. The User may revoke the consent(s) to share information previously granted on the Website, in his/her User profile.
7. Previously granted information-sharing consent may be modified one by one, i.e. per Contracted Business Partner.
8. The individual data scopes of the information sharing consent cannot be modified individually, as they are defined according to the requirements of the Contracting Business Partner. If the User does not agree to defined scope of data, the User can revoke the previously granted information sharing consent(s) in their User profile on the Website.

## **VII. Technical background**

1. The Service Provider itself is responsible for retrieving bank account information of the banks and bank accounts available in the Service, both technically and legally.
2. The Service Provider manages the retrieval of bank account information using technology approved by the supervisory authority.
3. The Service Provider shall have access to all the information recorded by the User and collected during the bank account synchronization and shall store it in encrypted form. The Service Provider shall manage and control access to the data using technology approved by the supervisory authority (Central Bank of Hungary).
4. The Service Provider, as an account information service provider, has access to the data relating to Users' bank accounts to the extent strictly necessary for the provision of the Service and, as the User consents to this access by accepting the T&C, the Company may have access to the aforementioned data. This data is not considered sensitive payment data in relation to the service provided.
5. The Service Provider shall exercise the utmost care in the performance of its activities, taking into account the IT security requirements.

## **VIII. Pricing, conditions**

1. The Service Provider will apply the following fee structure until revoked:
  - i. The use of the Account Information Service is free of charge for Users. Users are not charged any fees, commissions or other costs in connection with the Service.
  - ii. The use of the Information Sharing Service is free of charge for Users. Users are not charged any fees, commissions or other charges for the Service.

## **IX. General provisions**

1. The User can only connect to the Services a bank account to which the User has online access at the bank managing the bank account. If the User does not have online access to the relevant bank account at User's bank, it is not possible to connect the bank account to the Service. In this case, the User must request online access to the account in question from the bank managing the account.
2. The User consents to the Service Provider sending to User's registered email address information or notification letters containing information related to the Service, as set out in the Privacy Policy.
3. The Service Provider undertakes that, in the event of a major operational or security incident that harms or may harm the interests of Users, the Service Provider will inform Users of the incident without undue delay and of any available measures that may be taken to mitigate the adverse effects of the incident. The information shall be provided in the form of a durable medium sent to Users or on the Service Provider's Website.

4. The User acknowledges that in case of inactivity exceeding 3 months, the Service Provider may terminate the User's account.

This present T&C has been created in English and in Hungarian languages, in case of any discrepancy the Hungarian version shall prevail.

## **X. Responsibilities**

1. The User shall use the Service as intended, and take all reasonable measures to ensure compliance with safety regulations. The User shall be fully liable for any damage caused by the User to any person.
2. In the course of its activities, the Service Provider shall at all times act with due care and diligence, taking into account the interests of the User as far as possible under the circumstances.
3. The Service Provider is not liable for damages caused by events beyond the Service Provider's control, in particular for failures of telecommunication lines, Internet connection, data transmission systems or postal services.
4. The Service Provider shall not be liable for damages caused by an event which the Service Provider has no possibility to prevent or influence, in particular, damages caused by force majeure, by the order of a national or foreign authority or by the disruption of the Service Provider's operation, and the Service Provider shall not be liable for damages caused by such an event, even if the Service Provider temporarily suspends or limits the Service due to such a cause.
5. The Service Provider shall be exempted from liability if it proves that the performance of its obligations in connection with the provision of the Service was prevented by force majeure or by provisions laid down by law or by EU legal Acts.
6. The Service Provider reserves the right to limit, suspend or permanently terminate the availability of the Service. In particular, the Service Provider is entitled to modify the scope of the Services or to suspend them temporarily if this is necessary due to the risks associated with them or changes in legislation. The Service Provider shall notify the User of such events in good time, to the best of its knowledge, by means of a durable medium or by publication on the Service Provider's Website.

## **XI. Modification/amendment of T&C and Contract**

1. The Parties may modify/amend the Contract between them at any time by mutual agreement.
2. The Service Provider is entitled to unilaterally modify/amend the Contract, in particular the present T&C, in a manner not detrimental to the User, without prior notice to the User.
3. The Service Provider is also entitled to unilaterally amend and modify the Contract, in particular the present T&C, in accordance with the applicable legislation in force and the provisions of the Contract, when introducing a new service.
4. The Service Provider may not unilaterally modify the Contract by introducing a new fee or charge, except when introducing a new service as described in point 6 below.
5. The Service Provider shall be entitled to unilaterally modify the Contract, in particular the present T&C, to the detriment of the User, subject to the applicable legal provisions in force, in particular, but not exclusively, in the event of the following reasons:
  - a) Changes in the legal regulatory environment
  - b) Changes in the macroeconomic environment.
6. The introduction of a new service by the Service Provider and the related new fee, if the use of the new service is not obligatory for the User, and if the modification of the terms and conditions applies only to new users or newly concluded contracts, shall not be considered a unilateral modification that is disadvantageous or unfavorable to the User. It also shall not be considered a unilateral modification to the detriment of the User if the Service Provider changes the contractual conditions in the manner and to the extent announced in advance, upon expiry of the period or in the event of the occurrence of the conditions announced in advance.
7. The Service Provider shall notify the User of any unilateral amendment of this T&C by the Service Provider that is disadvantageous or unfavorable to the User at least 2 months before the amendment comes into force by publishing the amendment on the Service Provider's website, and shall inform the Users of the fact and content of the amendment.



8. The Service Provider shall notify the User of any amendments that do not constitute a change that is unfavorable to the User by publishing the amendment on the Service Provider's website no later than the working day prior to its entry into force.
9. If the User considers a unilateral, unfavorable amendment to the Contract to be detrimental to User, User shall be entitled to terminate the Contract immediately, without any obligation to pay fees, costs or other charges, in writing or by e-mail until the day before the amendment comes into force. If the User does not object to the amendment in writing or by e-mail by the working day preceding the effective date, the amended terms and conditions shall be deemed to have been accepted by the User.

**XII. Invalidity**

1. If any provision of this T&C is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired.

**XIII. Data management, data protection**

1. The processing of Users' personal data is governed by the Privacy Policy, which forms an integral part of these T&C.
2. The Service Provider's Website uses the web analytics service Google Analytics provided by Google Inc. Google Analytics uses cookies, text files placed on the User's computer, to help analyze the use of the Website. The use of cookies is subject to the express and unambiguous consent of the User, as indicated in the notice displayed on the Website. The User may delete the cookie from Users computer or disable the use of cookies in the browser. The management of cookies is usually possible in the Tools/Preferences menu of browsers under Privacy/Preferences/Custom settings, under the menu item Cookies, Cookies or Tracking.
3. The personal data of the Users processed by the Service Provider will not be used by the Service Provider in any form for direct marketing purposes.