



KvantPhone Application Store Subscription Terms & Conditions for individual subscribers (TnC Individual)

For KvantPhone individual subscribers through the Apple App Store
or the Google Play Store

Effective Date: 30th September, 2023



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1. The subject of the agreement

1.1 The communication encryption service provided to the subscribers by Arenim Infosec Kft. (registered seat: Hungary, 1095 Budapest, Lechner Ödön fasor 6, company registration number: 01-09-387808; tax number: HU27190506; hereinafter: **Service Provider**) as its own intellectual property (hereinafter: **KvantPhone Service**) assures the encryption and protection of the communication packages generated by using the KvantPhone application transmitted between the end points of such subscribers who have subscribed to KvantPhone. The aim of the KvantPhone Service is to ensure that the subscribers may communicate with each other in a secure way and that the communication packages being transmitted while using the KvantPhone Service under proper use be neither decoded nor monitored by third persons in cases of the telecommunication network used for transmission being intercepted. The KvantPhone Service may only be used with appropriate telecommunication terminal equipment and also only after the installation of the KvantPhone client software (hereinafter: **KvantPhone Software**) and only where the conditions of proper use have been fully observed.

1.2 The Service Provider provides access and product support for the KvantPhone Service in a "Software as a service (SaaS)" construction under the present agreement to You; hereinafter: **Client or Subscriber**, the Service Provider and the Client together: **Parties**) and provides to the Client limited usage and license rights relating to the central server infrastructure (back-end) and the KvantPhone Software necessary for the usage of the KvantPhone Service (hereinafter these jointly: **Service**), and the Client undertakes to pay the fees for the usage of the Service and to fully comply with the present agreement. Annex 1 of the present agreement contains details of the Service provided to the Client as previously determined by the Client and as agreed upon with the Service Provider.

1.3 The Service expressly does not cover:

- (a) Internet services necessary for the usage of the Service, enabling the usage of the Internet network to use it for talking and other communication purposes, nor internet access to the Service;
- (b) the provision of terminal equipment (smartphone, tablet) necessary for the usage of the Service; nor
- (c) protection of the telecommunication terminal equipment ensuring the subscriber's endpoints from unauthorized usage, interception and against viruses.

1.4 The Service does not qualify as an electronic communications service under EU regulatory frameworks for electronic communications.

2. The main features of the Service

2.1 Under the term of the present agreement, the Service Provider, depending on the Client's fulfilling his obligations, as part of the Service, will provide help to the Client in connecting to another subscriber of the Service and will create the conditions of secure communication. However, the Service Provider has no access to the content of the communication and will have no knowledge of the content of such communication either, thus cannot be held liable in this respect. Considering that the Service Provider is not a telecommunication service provider and does not participate in the communication of the Client with other users, and that it cannot have access to the encryption keys of the information exchanged between the users and does not have disposal over the information necessary to decode the messages, it cannot give such information to third parties upon request.

2.2 Before concluding the agreement, the Service Provider expressly called the attention of the Client to the following circumstance: the Service shall only provide the confidentiality of a communication channel to be provided separately by the Client. Accordingly, the Service does not cover or provide Internet services essentially necessary for the use of the Service, to enable the usage of the Internet network for securing talking and other kinds of communication purposes and for the access to the Service (hereinafter: **Telecommunication Services**). These circumstances were expressly approved by the Client. To access the Telecommunication Services, the Client shall conclude a separate service agreement (with its local internet service provider with Wi-Fi end point establishment or mobile service provider with mobile internet data service), considering that the Service may not be used without proper wireless internet connection or mobile internet connection.

2.3 The Client acknowledges, based on the information received prior to concluding the agreement, that it may use the Service to communicate with third persons who are also clients or subscribers of the Service and who comply with the requirements of the subscription contracts they have concluded and who fully act in line with such conditions, only.

2.4 The Client may exercise its rights provided under the present agreement exclusively in order to access the Service in compliance with the provisions of the present agreement and the applicable laws and may exclusively use the service for lawful purposes in line with applicable laws, official regulations and other applicable rules.

2.5 The Client declares, that based on the specifications and other information provided by the Service Provider on his website, has established that the Service is capable to operate in line with his expectations and needs. The Client declares that he is aware of and acknowledges the system requirements necessary for usage and which are determined in the System Requirements and guarantees that he meets and will meet these requirements during the entire term of the this agreement.

2.6 In the frame of the Service, there is no possibility to make emergency calls or use other similar services. It is exclusively the responsibility of the Client to show awareness of such possibilities.

2.7 The Client expressly declares and warrants that it has no direct or indirect ownership or other legal or commercial relationship with third persons who distribute or manufacture products or services competing with the Service or the KvantPhone Software. In such cases, the Service Provider shall not provide the service and will not be liable for the ordinary operation of the Software either.

2.8 The data set produced as a result of the encryption algorithms used by the KvantPhone Software (crypto text or encrypted text) might be decoded during an unlikely long period of time with the use of the decoding mechanisms published so far according to the present state of scientific knowledge known to the professional public. In order to ensure the highest possible security of the Users' communication, the Service Provider continuously develops the Software and makes available the updates free of charge. The Subscriber shall install and apply the updates provided by the Service Provider - if the Customer does not do so, the Service Provider makes no warranty, and shall not be held responsible for any damage arising from the use of the Service and may refuse providing services at any time.

The Client should exercise caution that although the KvantPhone Software and Service may function on "rooted" or "jailbroken" devices, for security reasons the Service Provider neither recommends nor supports installing the KvantPhone Software and using the Service on such devices.

The Service Provider assumes no liability whatsoever if a Subscriber accesses the Service on a "rooted" or "jailbroken" device. Similarly, the Service Provider assumes no liability whatsoever if a Subscriber accesses the Service on a device that

- i. does not have access protection enabled (PIN / Passcode / Pattern / Biometric identification);
- ii. was for any period of time whatsoever not under the supervision of the Subscriber while "unlocked" (in an "open" state, for example, after keying in the passcode or after biometric identification).

2.10 The Client acknowledges that the Service Provider may create and sell different type of services and service packages under the KvantPhone brand. This agreement is valid in case of using Application Store subscriptions accessible through the KvantPhone application.

3. The contracting parties' main rights and obligations

3.1 The Service Provider warrants that the KvantPhone Software made available to the Client is free of any virus, malicious programs, malicious codes and backdoors placed in bad faith and is appropriate for its intended use.

3.2 The KvantPhone Software is an endpoint application protected with a user ID and passcode which ensures that access to the service and to the data of the Client is only possible with the user name of the Client and his passcode.

3.3 The Client shall notify the Service Provider within 5 days if any change occurs in the data he originally provided in the course of concluding the agreement. The Service Provider shall not be liable for any damages arising out of the incorrectness of the data provided upon concluding the contract or due to his omission to notify the change of data.

3.4 The Client is entitled to grant access to designated persons to use the Service and to request a subscriber account for such persons. The Client is responsible and liable for the conduct of these persons. The Client shall inform the designated persons about the rules of the appropriate use of the Service and shall ensure that such people comply fully with the rules. One subscription endpoint serves the use of one private person and the Client is not entitled to share the given subscription access in any way.

3.5 The Client shall use the Service in a way which is in compliance with the applicable laws and in a way which does not harm third persons' rights nor their lawful interests. The Client expressly acknowledges that any infringement of the above qualifies as a serious breach of contract as a result of which the Service Provider becomes entitled to terminate the Agreement with immediate effect beside the other legal consequences that the Service Provider is allowed to apply. In cases of a withdrawal of services for such reasons, the Client will have no grounds to appeal and may not claim any reimbursement nor damages.

3.6 The Client shall cooperate with the Service Provider and other third persons including but not limited to relevant authorities to an extent which is generally expected in order that the Service Provider can fulfill his obligations under the present Agreement.

3.7 The Service is provided solely for the personal use of the Client. The Client is not authorized to resell the Service nor to provide commercial or similar services with or through use of the Service.

3.8 If compliance with legal requirements and/or with the rules of administrative proceedings requires it, the Service Provider reserves the right to pause or limit the Service, even without notifying the Client in advance. In cases of such a withdrawal of services, the Client may not raise concerns and may not claim any reimbursement or damages.

PLEASE NOTE:

The Service Provider is not able to decrypt the calls and messages of any KvantPhone users therefore:

- Subscribers of the KvantPhone service must accept that upon an Authority request regarding the calls or messages of particular users – and because KvantPhone cannot provide the decryption of the calls for the Authorities – KvantPhone will immediately bar the users under observation from further access to the services.
- In such a situation no refund of pre-paid service fee is possible.

- Upon an Authority request regarding the calls or messages of particular users we might provide metadata related to those calls or messages. Metadata may be available on KvantPhone's system:
- Time and date, and status of calls
- Time and date, and status of messages
- IP addresses of communicating users

Metadata never exposes the content of the calls or messages of our users. Metadata are data which might also be collected from Internet Providers used during the communications of KvantPhone users, which does not mean any security risk about the content of the communication of any KvantPhone users.

3.9 The Service Provider constantly aims to ensure that the Service keeps pace with the development of technology and new encryption methods and expectations.

4. The main obligations of the Client

4.1 In order to be able to use the Service, the Client shall take responsibility for the disposal over appropriate terminal equipment (mobile device or computer) beyond the Telecommunication Service. The System Requirements set out the necessary conditions for access.

4.2 The Client is exclusively responsible for the use of his access data, for handling it confidentially and furthermore for the correctness and reality of the data and contact details provided to the Service Provider. Furthermore, the Client is exclusively responsible for all activities and independent outcomes which arise by way of him using his account, user name and password or through the use of other user accesses he has distributed. The Client shall immediately inform the Service Provider of the illegal use of his access rights or of any infringement of security or even the risk thereof.

4.3 The Client shall choose in each case an adequately complex passcode and modify his password within regular periods of time. The Client shall be responsible for the management of the passwords.

4.4 The Client shall provide for and is exclusively liable for the operation of his own telecommunication-focused and other devices to ensure that they are free of any virus or malicious programs, and furthermore for the protection from unauthorized access, abuse or penetration. The Service Provider expressly excludes his liability for any damage or detrimental consequences with regards the Client's equipment or data occurring due to the Client's omission or due to inappropriate usage practices.

4.5 The KvantPhone Software may download updates from the Service Provider automatically from time to time. These updates serve to further the correction, extension and development of the Service; as to their form they can be error corrections, extended functions, new

software modules or entirely new versions. The Client undertakes to receive and use the mentioned updates as part of the Service and ensures or authorizes the Service Provider to send them to him. The Client acknowledges that certain updates may be extremely important and necessary due to the constant development of technology and in the absence of their installation and use the Service Provider cannot provide the appropriate security of the communication of the Client pursued by using the Service.

4.6 The Client acknowledges that while using the Service, the KvantPhone Software conducts data communication through the Internet, during the course of which data are transferred within the frame of the Client's currently used Internet subscription package with the cable, micro- mobile or other Internet service provider. Using the Service abroad (e.g. in cases of connection through mobile internet networks) may result in significantly higher related costs for the Client than usual internet data transfer costs and it is exclusively the Client's responsibility to be aware of and to obtain information on such details continuously and to pay the roaming and other charges accidentally or consequently charged by telecommunication service providers.

5. Limitation of liability

5.1 The Service Provider provides Service on an "as is" and "as available" basis without express or implied warranty or condition of any kind and the Client shall use the Service at its own risk. To the maximum extent permitted by applicable law, the Service Provider also excludes any and all warranties of merchantability, fitness for a particular purpose or non-infringement or any warranty that the Services are of any particular quality and the Service is in compliance with the System Requirements and the Security advice.

5.2 In light of the fact that the Service is a complex system which also incorporates several components developed and maintained by third parties independent from the Service Provider, the Service Provider's liability for damages on contractual, delictual or other basis in connection with the present contract shall not extend to:

- (a) indirect or consequential damages;
- (b) loss of profits;
- (c) loss of business possibilities, group of customers;
- (d) loss or decrease of good reputation ('goodwill'); nor to
- (e) total or partial data loss or damage in data
- (f) any damage not directly attributable to the Service Provider.

5.3 The Parties determine the maximum amount of the Service Provider's liability under any legal title based on or in connection with the present Agreement in the amount of the average monthly fee paid by the Client.

5.4 Without limiting the generality of provisions 5.2 and 5.3 above, the Parties furthermore establish that the Service Provider is not liable for circumstances falling beyond its control, or for such damages which arise out of or in connection with such a reason which is beyond the Service Provider's control (included but not limited to the defect of the Client's

telecommunication terminal equipment or other devices, their non-availability, the defect or non-availability of the Internet network or other telecommunication networks) and for the full or partial non-availability, improper quality or defect of the Service for any related reason. The central system of the Service and the KvantPhone Software shall fall under the Service Provider's control. These control fields shall be considered when distinguishing the liability for the Parties' contractual performance and in cases of breach of contract.

5.5 The Parties expressly agree that if the Service Provider breaches the present agreement, the Client is only entitled to such remedies which are expressly determined in the present agreement. The Parties furthermore expressly acknowledge that the representations and warranties and their limitations and the limitations or exclusions of liability laid down in the present agreement are fully in compliance with the nature of the Service Provider's obligations under the present agreement and in terms of professional practice, furthermore that disadvantages of the Client arising due to the limitations or exclusions of liability are fully balanced with the fees set out by the Provider.

5.6 The Service is theoretically accessible from any country of the world. However, it is possible that at the actual location of the Client's user or/and in the country of their personal legal status the possession or usage of the Service is not allowed. The Service contains enhanced cryptographic solutions which may fall under export-import and other limitations in certain countries. In the course of using the Service, the Client and its users shall comply with all such and similar rules and it is the exclusive responsibility of the Client to obtain the necessary permits to export, re-export, deliver and import the Service and the KvantPhone Software to or in connection to such locations. It is the exclusive responsibility of the Client to be aware of the regulations of the given territory before bringing the KvantPhone Software into the country and accessing the Service there. The Client furthermore undertakes that he will use the Service and the KvantPhone Software exclusively in such a way which complies with the legal requirements applicable at the location of use and with the laws applicable in the country of the personal legal status of the Client or his users and according to all relevant laws, including but not limited to copyright law and other legal provisions regarding intellectual property.

5.7 The Service Provider has no possibility to control or influence the communication of the Client rendered with the use of the Service, including both the content and nature of such communication. Hence, related liability is solely borne by the Client and his communication partner. Furthermore the Service Provider accepts no liability for the consequences of third persons' unlawful conduct or conducts infringing the lawful interests of the Service Provider and for the damages arising therefrom, including but not limited to the bugging or cracking of the Service or other similar circumstance and event.

5.8 If, as a result of the conduct of the Client (including but not limited to the breach of or non-compliance with the applicable legal provisions, administrative regulations and orders, infringement of third persons' rights or the breach or incorrect warranty undertakings of the Client laid down in the present agreement) any third person or any authority or court raises a claim or starts legal proceedings against the Client, it shall be exclusively the Client who shall be held liable for such a breach of the law and the Client undertakes to take all measures requested by the Service Provider (for example giving a public or other declaration

unambiguously stating the innocence of the Service Provider, whereas the Client takes responsibility for the breach of law) in connection with the breach of law and the misuses and in order to protect the good reputation of the Service Provider (including avoiding situations where the name of the Service Provider is mentioned in connection with the breach of law and taking measures to prevent and mitigate the damages and risks arising as a consequence of such events). The Client shall reimburse to the Service Provider all such equivalent damages, financial disadvantages and costs which the Service Provider suffers due to any of the Client's unlawful conduct or in causality therewith, including but not limited to the consequences of any lawsuit or other proceeding initiated against the Service Provider and including all related costs.

5.9 The Client acknowledges and declares that he uses the KvantPhone Software at its own responsibility. Due to the diversity of the software environments that can be installed on mobile phones and other devices, the Service Provider cannot take responsibility for the fail-safe running of the KvantPhone Software in all cases and cannot ensure that in the case of joint usage with other programs there will be no compatibility problems. The Service Provider shall not be liable for any shortfalls for the above reasons and the Client may not raise concerns and may not claim reimbursement, nor damages in this respect either.

6. Payment of fees and invoicing

6.1 The contracting parties establish that for the performance of the services under the present agreement, the Service Provider is entitled to the fees which are approved upon concluding or modifying the agreement. The current fees of the Service Provider (**Table of fees**), and the fee of the Service ordered by the Client (**Fee**) and other services are properly listed on the website or on the online marketplace where the Client access the KvantPhone Application and signs up for the KvantPhone Service.

6.2 The Client will pay the Fee to the Service Provider before using the service in the respective period, i.e. by way of pre-payment, against the invoice of the Service Provider. The Client will pay the fee for the Service in cash or via bank transfer to the bank account determined by the Service Provider, the payment deadline being the first day of the respective service period.

6.3 If the Fee is not settled properly and fully within the above deadline, the Service Provider is entitled to suspend or limit the provision of the Service.

6.4 The Client may access the Service at any time until the end of the pre-paid period.

6.5 The Service Provider may provide a limited trial period.

7. Product support, failure report, troubleshooting

7.1 The Service Provider undertakes to ensure 99% availability as regards the Service on an annual basis. Availability time does not include breakdowns due to announced maintenance and the loss of services caused by circumstances independent from or beyond the control of the Service Provider (including but not limited to external malfunctions affecting a part or whole of the Internet service e.g. sustained outages, line breakage, fire, other accidents) and the time needed for correction, for which the Service Provider does not assume any responsibility. The obligation pertaining to the availability of the Service is independent from the availability of the Telecommunications Service provided by the Internet Service Provider of the Client, for which the Internet Service Provider is fully responsible, but regarding this the Client acknowledges and accepts, that any suspension of the Telecommunications Service triggers an automatic suspension of the Service, based on which the Client is not entitled to make any claim against the Service Provider.

7.2 Under the terms of this agreement the Service Provider shall provide continuous hosting (central operational) services and software relay services, and as far as possible shall endeavor to ensure the fault-free operation of the Service, including the KvantPhone Software as well.

7.3 Contact details of Support service: support@kvantphone.com

7.4 Minimum content requirements for failure reports in relation to the Service:

- data of the relevant Client, relevant user(s),
- time of the occurrence of the failure,
- a detailed description of the failure.
- reporting via email, in order to identify the user:
 - the email reporting the failure shall be sent from the email address of the user using the KvantPhone system (the link necessary for the identification shall arrive there)
 - and the personal subscriber ID must be provided.

For security reasons, support services are only available to subscribers after identity verification.

7.5 The Client undertakes to examine in all cases if failure occurs in relation to the Service, whether or not the failure occurred in the scope of interest of the Client or a third party necessary for the use of the Service. The Client should report the failure only after making sure of the fact that the failure occurred in the scope of interest of the Service Provider.

7.6 The technical support service may be used solely for reporting operational failures and system failures. Other client service is not covered by this agreement, it shall be subject to a separate agreement and/or the services enlisted through it may be used on the basis of individual orders in return for payment of the support hourly rates of the Service Provider.

7.7 The Client expressly acknowledges that the Service Provider continuously endeavors to update and develop the Service and to comply with the relevant requirements; therefore the Service Provider is entitled to modify some elements of the Service from time to time. This may require the reasonable limitation or suspension of the Service if applicable. The Service Provider endeavors as far as possible to inform the Client about this.

8. Right of use

8.1 The Parties agree that all intellectual property rights related to the Service, including without limitation the computer programs developed by the Service Provider (source program, code and object program) and all of the related documentation (online and hardcopy) and/or all types of the above recorded in any form, are owned wholly by the Service Provider and that the Client is only entitled to a limited right of use expressly granted by the Service Provider under this agreement to the extent necessary for the exercise of rights granted to the Client under the present agreement.

8.2 The Client shall accept the terms and conditions pertaining to the use of the products and services upon installing the KvantPhone Software or upon installing any other software necessary in order to make use of the Service provided by the Service Provider.

9. Scope, term, amendment and termination of the agreement

9.1 The Parties enter into this agreement for an indefinite period commencing upon the day of the provision of the Service.

9.2 The agreement shall terminate if

- (a) either Party terminates it with immediate effect;
- (b) ordinary termination from the side of either party occurred;
- (c) either party ceases to exist without legal successor;
- (d) upon mutual agreement of the Parties;
- (e) the Client does not renew its subscription; or
- (f) if the Service Provider stops providing the Service.

9.3 The Client is entitled to terminate the agreement concluded for an indefinite period at any time by giving a written 30 day notice or by cancelling the service online. The Service Provider may terminate the Service agreement by giving a 30 day notice.

9.4 Either Party may terminate the agreement with extraordinary notice, with immediate effect, if the other party manifestly breaches any of its obligations under this agreement and does not remedy such breach upon written notification within the deadline set in the notification, or if the breach may not be remedied. The Service Provider may, in addition, terminate the agreement with immediate effect, if it is required by legal regulations or administrative procedural rules or if it is required to do so by court or administrative authority.

9.5 The following events and circumstances shall particularly qualify as a manifest breach of agreement by the Client:

- (a) the Client fails to comply with its payment obligation within the applicable deadlines;
- (b) the Client uses the Service in breach of the agreement, in an illicit way or in a way violating the right or the legitimate interests of third parties or public morality or in any other way which raises concerns according to the policies and opinions of the Service Provider.

9.6 The Party prevented from performing its obligations under the agreements shall send written notification to the other Party without unreasonable delay relating to the occurrence of obstructions. The discounts obtained under the agreement shall not be transferred.

9.7 The termination of this agreement shall not exempt the Client from the obligation to pay all those fees and claims that arose prior to the termination of the agreement.

9.8 The Service Provider is entitled to modify unilaterally the Service and/or the System Requirements in the event of a change in law, material changes in the underlying circumstances of the Service, change in the Fees, an introduction of conditions to access the Service or the introduction of a new service.

9.9 The Service Provider reserves the right to suspend or definitively discontinue the provision of the Service at any time due to circumstances arising in connection with the legal background or the circumstances of the Service or the Service Provider - by notifying the Client and excluding any claims of the Client.

10. Data processing, data protection

10.1 By accepting this agreement, the Client hereby agrees that the Service Provider processes and has access to its personal data (contact details, personal identification data, the name and username to be shown in the system, the email address for contacting the Service Provider, data made available during the conclusion of this agreement and the KvantPhone Software license agreement, and the use of the Service) made available by the Client or generated in the course of the use of the Service, for the purpose of providing the Service and with a view to achieving the objectives of the agreement. The maximum period of data processing is the end of the calendar year, until which time the Service Provider may validate a claim of any kind against the Client. The Service Provider may in principle transmit the above detailed personal data to third parties only if it has obtained the prior written consent of the Client, except in cases of any request of this kind from official courts of law or administrative authority, or due to requirements of law, in which case the legal grounds for data transmission would be the given legal regulation. The legal grounds for the processing of data of the Client will be via the consent of the Client or the legitimate interest of the Service Provider or due to legal regulations as the case may be. The Service Provider shall endeavor to operate the Service safely and guarantees that the personal data of the Client will be processed and used only by the Service Provider solely in accordance with this Clause. In spite of this, it may not be excluded that malicious third parties compromise the Service or its components. In such event the Client will release the Service Provider from its obligations and will hold him harmless of all liabilities.

Subscriber data (personal and operational) include the following:

- Full name of the user, i.e. which is displayed on the contact list (Alias)
- User ID (Username)
- Email address used by the user in the KvantPhone system
- Details of the interconnections between users
- Any annotations to user contact relationships and display names
- Logs required for troubleshooting phone connectivity issues (SIP logs)
- Operational logs and reports generated on the servers of the central operational services
- The version of the Subscriber's operating system, device type, biometric ID status, KvantPhone Software version and "Jailbreak" / "Rooting" status, as well as the history of these parameters.

The Service Provider also records and stores the data related to the operational functioning of the Service (e.g. the IP address from which a given user used the Service).

Furthermore, the Service Provider shall collect metadata in accordance with applicable legal provisions of certain countries and for the purposes of system maintenance. Accordingly, the Service Provider collects the following metadata in connection with calls and conference calls: a) time of call, b) duration of call, c) outcome of the call (e.g. connection successful, busy, unavailable, etc.), d) participants' identifier, e) IP addresses and port numbers involved in the call. The Service Provider collects the following metadata in connection with messages: a) time of the message, b) outcome (message transmitted, read, failed, etc.), c) identifier of sender and receiver, d) IP address of sender and receiver, e) status of files attached to chat messages. The Service Provider keeps the metadata for the length of time stipulated by law.

10.2 The data recorded during use of the Service shall be transmitted by the Service Provider only to the Client, except where otherwise required by law or regulatory action.

10.3 The Service Provider does not assume any liability for damages, loss of profit arising out of unforeseeable loss or damage to the user data (KvantPhone contact database or telephone book list) or part thereof attributable to an event or circumstance unforeseeable and unavoidable on the part of the Service Provider. The Service Provider shall make regular backups of the KvantPhone contact database for restoration purposes, but gives no guarantee to be able to remedy losses of data.

10.4 The Client hereby agrees that the Service Provider may use the client side log files and the system information generated during the operation of the KvantPhone Software for failure detection purposes. The Client may give this consent manually within the program and this shall be sent by the Client manually to KvantPhone support staff following the logging of the failure to be identified and corrected. The logging may be turned off at any time, and may not be remotely activated by the Service Provider.

10.5 By registering for the service or activating his/her KvantPhone account, the Client / Subscriber authorizes the Service Provider to send the Client / Subscriber KvantPhone related emails regarding software updates, security related matters, new feature updates, etc.

11. Business secret and obligation to cooperate

11.1 The Parties hereby undertake to treat as business secrets all facts, information and data coming to their attention during their contractual relationship or following the termination thereof, without any time limitation applicable and not to disclose such information to third parties. This confidentiality obligation covers those private individuals who have an employment relationship with the Parties or, on the basis of other contracts, a civil law or corporate relationship with the Service Provider or the Client. The Parties shall also comply with this unconditional confidentiality obligation in respect of the entire content of the offer prepared for the Client and the entire content of the present agreement.

11.2 The Parties hereby undertake to enter into an agreement with the above mentioned individuals, obliging them to keep the relevant business secrets confidential during the term of their legal relationship with the Client or the Service Provider, and following the termination of the legal relationship for whatever reason, without any time limitation applicable.

12. Dispute resolution

12.1 Any disputes arising from this Agreement shall fall within the exclusive competence of the court in jurisdiction over the seat of the Service Provider.

13. Force majeure

13.1 In connection with the performance of this Agreement, any event may be considered a force majeure - therefore, the Service Provider shall not be held liable for such events which are not attributable to the Service Provider and occur beyond his control, irrespective of the will, act, omission or procedure of the Service Provider, and war, civil commotion, strikes, natural disasters or any other unavoidable emergency, which hinder or render impossible the performance of the Services. Any physical damage or other malfunction of the communication network not attributable to the Parties due to which the provision of the Services becomes temporarily or permanently impossible shall be considered a force majeure.

13.2 A force majeure shall relieve the Service Provider from its obligations under this Agreement to the extent to which the force majeure event inhibits the Service Provider in fulfilling his obligations, and for the full duration that the effect of the event in question persists.

13.3 In cases of a force majeure event, the Service Provider shall immediately inform the Client of the occurrence and cessation of the force majeure situation and of any significant circumstances during the persistence of the event. The parties shall, in accordance with the relevant provisions of the Civil Code, act in reasonable cooperation in connection with force majeure events and the elimination of the effects of such events.

13.4 A force majeure event shall not relieve the parties from any obligations otherwise to be fulfilled under this Agreement which were due before the occurrence of the force majeure event.

14. Miscellaneous and final provisions

14.1 In cases of expiration or termination of this Agreement for any reason, certain provisions of this Agreement, in particular the provisions governing business secrets and confidential information shall remain in force.

14.2 Issues not regulated in the present agreement shall be governed, construed and interpreted in accordance with the laws of Hungary. Each of the parties hereto consents to the exclusive competence of the competent courts in the city of Budapest.

15. In-app subscription information

15.1 Using the KvantPhone in-app subscription service (service subscription using Apple AppStore and Google Play Store) is possible by purchasing an auto-renewable subscription.

15.2 Payment will be charged to Apple or Google Account at confirmation of purchase.

15.3 Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.

15.4 Account will be charged for renewal within 24-hours prior to the end of the current period and identify the cost of the renewal.

15.5 Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase.