

## **Privacy Policy and Terms of Use**

## 1. Privacy Policy

The protection of personal data, disclosed by the users of the [www.humaniahrsgroup.hu](http://www.humaniahrsgroup.hu) website, through which applicants register for personal consultations, is regarded by Humánia Hrs Group Zrt. as a primary goal, to which we are committed. Humánia Hrs Group Zrt. as the Data Controller hereby informs the visitors of the [www.humaniahrsgroup.hu](http://www.humaniahrsgroup.hu) website (hereinafter: Website) and those who liked and follow Humánia Hrs Group Zrt.'s Facebook page(es) about the personal data handled in connection with the operation and services of these platforms (hereinafter jointly: Electronic Channels), the identity and data of the Data Controller(s), the company's privacy policy and practice, data transfer, organisational and technical measures taken for the protection of personal data, as well as the ways and options available for the data subjects for exercising their rights.

By using the Electronic Channels, any of their services and applications, specifically by applying for a position or requesting a callback, when clicking on the

- Apply / Send button,

you as the User consent to having your personal data processed according to the provisions of this Privacy Policy. Any information on other data processing issues, related to the operation of the Electronic Channels and the services of the Data Controller and not included in this Policy shall be provided by the Data Controller.

### I. Data Controller

Data Controller, Data Processor:	<b>Humánia HRS Group Zrt.</b> hereinafter: Data Controller, Data Processor
Registered office:	1118 Budapest, Előpatak utca 78.
Company registration no:	01-10-047232
Tax number:	23693375-2-43
Data protection register no:	NAIH-78844/2014
Website:	<a href="http://www.humaniahrsgroup.hu">www.humaniahrsgroup.hu</a>
Customer service telephone no:	+36 (1) 248-2010
Customer service e-mail:	info@humaniahrsgroup.hu

### II. Definitions

The terms used in the Privacy Policy shall be interpreted according to the Definitions in Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter: Info Act) and according to the definitions included in the Terms of Use.

In accordance with the Info Act:

**data subject:** visitor to the website, natural person using the functions of the website, in particular applicant requesting contact;

**personal data:** data relating to the data subject, in particular by reference to the name and identification number of the data subject or one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity as well as conclusions drawn from the data in regard to the data subject;

**data subject's consent:** any freely and expressly given specific and informed indication of the will of the data subject by which he or she signifies his or her agreement to personal data relating to him or her being processed fully or to the extent of specific operations;

**data processing:** any operation or the totality of operations performed on the data, irrespective of the procedure applied; in particular, collecting, recording, registering, classifying, storing, modifying, using, querying, transferring, disclosing, synchronising or connecting, blocking, deleting and destructing the data, as well as preventing their further use, taking photos, making audio or visual recordings, as well as registering physical characteristics suitable for personal identification (such as fingerprints or palm prints, DNA samples, iris scans);

**data controller:** natural or legal person, or organisation without legal personality which alone or jointly with others determines the purposes and means of the processing of data; makes and executes

decisions concerning data processing (including the means used) or has it executed by a data processor;

**data transfer:** ensuring access to the data for a third party;

**data deletion:** making data unrecognisable in a way that it can never again be restored;

**tagging data:** marking data with a special ID tag to differentiate it;

**blocking of data:** marking data with a special ID tag to indefinitely or definitely restrict its further processing;

**data process:** performing technical tasks in connection with data processing operations, irrespective of the method and means used for executing the operations, as well as the place of execution, provided that the technical task is performed on the data;

**data processor:** any natural or legal person or organisation without legal personality processing the data on the grounds of a contract signed with the data controller, including contracts concluded pursuant to legislative provisions;

**mandatory data processing:** processing decreed by law or by a local authority based on authorisation conferred by law concerning specific data defined therein for the performance of a task carried out in the public interest.

**disclosure:** ensuring open access to the data;

**data subject's objection:** declaration made by the data subject objecting to the processing of their personal data and requesting the termination of data processing, as well as the deletion of the data processed;

### III. Principle of data processing

The Data Controller shall process the recorded personal data in accordance with the effective laws on data protection, in particular the Info Act, with international conventions, EU legislation and other applicable laws, as prescribed by this Policy.

### IV. Legal basis of data processing

During data processing, related to the operation and services of the Electronic Channels, the recording and processing of personal data shall be based on the Data Subject's free consent.

Consent shall be given by the Data Subject by initiating the use of any of the services of the Electronic Channels.

The Data Controller is not able to verify the authorisation of the person giving consent, therefore the Data Subject shall guarantee that the consent complies with the applicable laws.

The Data Subject shall guarantee that he or she legally obtained the consent of third parties (natural persons) for the processing of personal data provided and disclosed on such third parties during the use of the service.

Unless otherwise provided by law, the Data Controller may process the collected personal data without any further consent or after the withdrawal of the Data Subject's consent where this is necessary for the purpose of meeting a legal obligation pertaining to the Data Controller (in particular for accounting obligations, contractual obligations towards Partners), or for the enforcement of a legitimate interest of the Data Controller or of a third party, provided that the enforcement of such interest is proportionate to the restriction of the right to the protection of personal data.

### V. Scope of processed data

The Data Subject shall be responsible exclusively for the authenticity and correctness of the personal data.

The Data controller shall be entitled to process and use the personal data of the Data Subject, including the Data Subject's

- name

- telephone number
- e-mail address
- name of the company owned by the Data Subject, or where the Data Subject is employed

furthermore, based on the Data Subject's own free intention to provide such data

- data disclosed by the Data Subject in the text of the Message,

with the consent of the Data Subject.

The Data Controller shall also be entitled to use electronic messages generated during data processing for the purposes of such data processing, in accordance with this Privacy Policy and Terms of Use.

## **VI. Purpose of data processing**

The Data Controller shall use the Data Subject's data with the aim to include, manage (collect, store, structure, use, delete) and process such data in its own database, then use them for personal consultation.

The Data Subject's personal data shall be processed by the Data Controller with the aim to directly contact the Data Subject in order to present the services provided by the Data Controller and to enable the Data Controller to offer the best possible service to the Data Subject. Within this, the purpose of data processing shall be in particular: to identify the Data Subject, differentiate him or her from other Data Subjects, prevent unauthorised persons from accessing the personal data; contact the Data Subject; send system notices related to the Service.

The Data Controller may not use the processed data for other than the specified purposes. The Data Controller may move the Data Subject's data between independently operated databases if and when these data are processed according to the purposes set forth by this Privacy Policy.

## **VII. Scope of persons authorised to access the data**

The data processed in connection with the Data Subject shall be accessed exclusively by staff specified in the internal policies of the Data Controller/Data Processor, subject to individually specified authorisations and limitations, and subject to confidentiality obligations.

For more information on the scope of persons authorised to access the data, send your request to the following email address: [info@humaniahrsgroup.hu](mailto:info@humaniahrsgroup.hu).

## **VIII. Data transfer**

The Data Controller shall be entitled to transfer the data, specified in Section V of this Privacy Policy and Terms of Use, to FÜRGE Diák Iskolaszövetkezet (registered office: 9700 Szombathely, Belsikátor 3 I/2., e-mail: [info@furgediak.hu](mailto:info@furgediak.hu), tax no: 11011011-2-18, data protection register no: NAIH-78837/2014). The Data Subject shall give his or her free consent to the data transfer simultaneously by completing the contact request form. The purpose of the data transfer: to initiate contact with the Data Subject, to present the service for student work.

## **IX. Duration of data processing**

The Data Controller shall be entitled to process the Data Subject's personal data from the time of the Data Subject's consent to submitting the Data Subject's request to delete such data / withdrawal of consent, and in the absence thereof, for two years from giving such consent.

The Data Controller shall store the complaints, enquiries and requests sent to the customer service for 6 months from the submission thereof, after which these shall be deleted with the exception of correspondence relating to ongoing cases.

## **X. Data modification, deletion and blocking, objection to data processing**

The Data Subject can notify the Data Controller about any requests to modify the data provided during the completion of the contact request form by sending an email to the following address: [info@humaniahrsgroup.hu](mailto:info@humaniahrsgroup.hu).

With the exception of the so-called mandatory data processing, the Data Subject may request the deletion of his personal data by the Data Controller by sending an e-mail to the following address: [info@humaniahrsgroup.hu](mailto:info@humaniahrsgroup.hu). The Data Subject's personal data shall be deleted by the Data Controller without the Data Subject's request if they are processed unlawfully; the purpose of the data processing has ceased to exist; or the legally prescribed period for storing such data has expired; the deletion is ordered by a court or the Hungarian National Authority for Data Protection and Freedom of Information; or if the data are incomplete or inaccurate and this cannot be lawfully rectified, provided that deletion is not disallowed by statutory provision of an act. Personal data shall be blocked instead of deletion by the Data Controllers if so requested by the Data Subject, or if there are reasonable grounds to believe that deletion could affect the legitimate interests of the Data Subject. Blocked personal data shall be processed by the Data Controller only for the duration of the data processing purpose which prevented their deletion.

The Data Subject shall have the right to object to the processing of personal data relating to him or her by sending an e-mail to the following customer service address: [info@humaniahrsgroup.hu](mailto:info@humaniahrsgroup.hu).

- if processing or disclosure of personal data is carried out solely for the purpose of discharging the Data Controller's legal obligation or for enforcing the rights and legitimate interests of the Data Controller, the recipient or a third party, unless data processing is mandatory;
- if personal data are used or disclosed for the purposes of public opinion polling or scientific research; and
- in all other cases prescribed by law.

If, according to the findings of the Data Controller/Data Processor, the Data Subject's objection is justified, the Data Controller shall terminate all data processing operations (including data collection and transfer), block the data involved and notify all recipients to whom any of these personal data had previously been transferred concerning the objection and the ensuing measures, upon which these recipients shall also take measures regarding the enforcement of the objection.

If data processing has been prescribed by law, the Data Controller may not delete the Data Subject's data, but shall not be entitled to transfer personal data if the Data Controller agrees with the objection or if the court has found the objection justified.

#### **XI. Request to provide information**

The Data Subject shall be entitled to request information in writing at any time regarding his or her personal data processed by the Data Controller by sending an e-mail to the following address: [info@humaniahrsgroup.hu](mailto:info@humaniahrsgroup.hu). By accepting the Privacy Policy, the Data Subject gives his or her consent to the Data Controller to fulfil its obligation to provide information by e-mail, if the Data Subject has provided his or her e-mail address.

Upon the Data Subject's request the Data Controller shall provide information concerning the data relating to the Data Subject and processed by the Data Controller, including those processed by a data controller on its behalf, the sources from where they were obtained, the purpose, grounds and duration of data processing, the name and address of the data processor, the legal basis and the recipients of data processing and any activities related thereto. The requested information shall be provided by the Data Controller within 30 days of the submission of the request.

The information shall be provided free of charge for any category of data once a year. Additional information concerning the same category of data may be subject to a charge.

The Data Controller may be contacted by a court, public prosecutor's office, criminal investigation body, administrative body, the Hungarian National Authority for Data Protection and Freedom of Information or other legally authorised bodies to provide information, disclose and transfer data or make documents available. The Data Controller shall make available for the requesting body the personal data which are absolutely indispensable for fulfilling the purpose of the request, providing that the exact purpose of the disclosure and the scope of the data have been specified.

#### **XII. Enforcement of claims**

Requests, submitted from a telephone number/e-mail address previously disclosed to the Data Controller, shall be considered by the Data Controller as the Data Subject's requests. Regarding

requests, submitted from other telephone numbers/e-mail addresses, or submitted in writing shall be deemed as submitted by the Data Subject if he or she sufficiently proves that he or she is the Data Subject, as stipulated by the Data Controller or by law.

If the Data Controller's data processing is not based on the Data Subject's consent and the data processing has been initiated by a third party for the purposes of misuse, the Data Subject may request to delete personal data pertaining to him or her and disclosed by any User, and to provide information on data processing, providing that he or she identifies him- or herself and sufficiently verifies his or her connection with said personal data.

In the case of the Data Subject's death, the deletion of data pertaining to the Data Subject by be requested by any of the Data Subject's close relatives or a donee of his testamentary gift by presenting the death certificate in person or sending a copy thereof to the following customer service e-mail address: [info@humaniahrsgroup.hu](mailto:info@humaniahrsgroup.hu), and by verifying their relationship with the Data Subject.

### **XIII. Legal remedy options**

In the case of any infringement of rights regarding the processing of his or her personal data, the Data Subject may take the matter to the competent regional court, which is the Budapest-Capital Regional Court in the capital, or may request the matter to be investigated by the Hungarian National Authority for Data Protection and Freedom of Information (1024 Budapest, Szilágyi Erzsébet fasor 22/C., [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu) , +36 (1) 391-1400, [www.naih.hu](http://www.naih.hu)).

### **XIV. Data security**

Throughout the entire length of data processing the Data Controller shall take the necessary technical and organisational measures, establish and maintain the necessary rules of procedure in order to ensure the security of personal data provided or made accessible by the Data Subject.

### **XV. Logging data**

The date of completion of the contact request form and the version of the Privacy Policy and Terms of Use, effective at the time of completion, shall be logged by the Data Controller in an identifiable and retrievable format.

### **XVI. Cookies**

The following cookies are required for the operation of the website:

- The PHP session cookie enables the essential functionality of the website, ensuring identified connection between the browser and the server during the use of the website, making such convenience functions available for the User as reloading the data into a form with alert messages when the form is insufficiently completed. This cookie is only valid for the duration of the User's actual visit to the website and these types of cookies are deleted from your computer automatically at the end of the session or when the browser is closed.
- Our website uses a cookie to avoid any further messages about the use of cookies that would appear again in a browser, if the User has accepted the use of cookies by clicking on the Accept button. This cookie stores the information about the User's consent to the use of cookies in a given browser.

Please note that without these cookies we cannot guarantee that you can use our website.

The use of browser cookies may be disabled by selecting the relevant options in your browser(s). The following links help you with this:

For Mozilla Firefox:

<https://support.mozilla.org/hu/kb/sutik-engedelyezese-es-tiltasa-amit-weboldak-haszn>

For Google Chrome:

<https://support.google.com/accounts/answer/61416?hl=hu>

For Safari:

[https://support.apple.com/kb/PH21411?viewlocale=hu\\_HU&locale=hu\\_HU](https://support.apple.com/kb/PH21411?viewlocale=hu_HU&locale=hu_HU)

## **XVII. External intermediary service providers**

Regarding contents made available by the Data Controller's operation and shared on various social media sites (e.g. Facebook), the operator of these external services that enable the distribution of such content shall be considered as the Data Controller of personal data, whose operation shall be governed by its own Terms of Use and Privacy Policy. In terms of services, embedded into our own services but provided by external service providers, the data controller shall also be the operator of the given service.

During the download of applications, available on the Data Controller's Facebook page entitled Humánia Hrs Group Zrt., the Data Controller shall receive the personal data specified by the information provided by Facebook Inc., based on the Data Subject's free consent and by observing the Privacy Policy provisions of Facebook Inc. In case of any reference to this Policy by any Facebook application, this Privacy Policy shall be applicable to the data processing by the Data Controller. Any other cases of data processing within a Facebook application (e.g. deleting an application, comments, etc.) shall be governed by Facebook's own Privacy Policy.

Applications can be deleted in Facebook's User Settings, under App Settings (<http://www.facebook.com/settings?tab=applications>). The deletion of any of the Data Controller's Facebook applications shall not constitute as the withdrawal of the consent, previously given during the use of the website.

## **XVIII. External service providers for web analytics and ad serving solutions**

The Data Controller uses external service providers for the operation of its Website, who provide web analytics and ad serving solutions and operate independently from the Data Controller.

The Data Controller uses the services of Google Inc.'s Google Analytics and Google AdWords. Google Inc. uses cookies and web beacons to collect information and to help analyse the use of the Website. Information stored by the cookies (including the User's IP address) are stored on Google Inc.'s servers in the US. Google Inc. may transfer the collected information to third parties when required by law or when the given third parties process such information on Google Inc.'s behalf. Google Inc. uses Google AdWords remarketing to place tracking cookies on the Users' devices to follow visitors and their online behaviour, based on which Google Inc. places ads on other websites for the Users, matching their user behaviour and interests. Tracking cookies enable Google Inc. to identify the User on other websites also. Google Inc.'s Privacy Policy is available here: <http://www.google.hu/intl/hu/policies/privacy/>. For more useful information on Google Inc.'s data-related activities and on how to disable cookies or personalise ads, go to: <http://www.google.com/intl/hu/policies/privacy/ads/>. There is no opt-out of web beacon tracking.

The Data Controller uses the ad server services of Adverticum Zrt. For more information on these services and on Adverticum Zrt.'s privacy policy go to: <http://www.adverticum.hu/>.

## **2. Terms of Use**

### **I. Contents**

1. These Terms of Use govern your use of the services related to the information society and available on the [humaniahrsgroup.hu](https://www.humaniahrsgroup.hu/) (<https://www.humaniahrsgroup.hu/>) website operated by Humánia HRS Group Zrt. (1118 Budapest, Előpatak u. 78.; e-mail: [info@humaniahrsgroup.hu](mailto:info@humaniahrsgroup.hu), hereinafter: Service Provider) and Humánia Hrs Group Zrt.'s Facebook sites (hereinafter collectively: Service).
2. User shall be the visitor of the Website and everyone using any of the services of [www.humaniahrsgroup.hu](http://www.humaniahrsgroup.hu) or those who like or follow our Facebook site(s). By starting to use any element of the Service, the User consents to these Terms of Use.
3. The agreements concluded by consenting to the Terms of Use are executed in Hungarian, they shall not be deemed as written agreements, therefore they shall not be filed by the Service Provider and shall not be subsequently accessible.

4. The Service Provider shall be entitled to modify the Terms of Use at any time. A short notice on such modifications shall be posted on the website <https://www.humaniahrsgroup.hu> to inform the Users. Following a modification the User shall consent thereto by using any part of the Service.
5. Any services, related to humaniahrsgroup.hu and provided by websites other than humaniahrsgroup.hu (Facebook.com, Google, etc.), shall be governed (also) by the Policies and Terms of Use displayed on such websites.
6. The operation of Electronic Channels and the agreements between the Service Provider and the User concluded by the use of these Electronic Channels shall be governed by the effective laws of Hungary with the provision that the collision norms may not be applied and the jurisdiction shall be exercised by the competent courts of Hungary or by those competent according to the current registered office of the Service Provider.

## **II. Main features and elements of the Service**

1. The purpose of the Service is to display the services of the Service Provider, provide information for the Users and receive their applications.
2. The Service Provider shall reserve the right to modify or discontinue any content element of the Electronic Channels at any time without any prior notice, change the appearance, content or operation thereof or place content about its own services or any other content.

## **III. Miscellaneous provisions**

1. It is prohibited to use any system or solution which aims at, makes it possible or results in any prohibited use of the Service especially specified in these Terms of Use or in shutting down the servers used for the operation of the Service, or which threatens the normal operation of the Service.
2. The Service and the content available on the Electronic Channels are protected by copyright. All copyrights and rights protecting the producer of the database belong to the Service Provider and may not be used without prior written consent of the Service Provider with the exception of reading, on-screen display and the temporary multiplication required thereto, saving to a hard drive or printing for personal, non-commercial use, which are considered as normal use of the Service.
3. The Service may only be used in accordance with the effective applicable laws, without the infringement of the rights of any third party or the Service Provider, and in accordance with these Terms of Use. Should any User use the Service in any matter that violates these Terms of Use or any laws, or misuses the Service, the Service Provider shall be entitled to take any legal measures necessary in order to hold the User accountable. Such measure may be taken against the User in case of misusing the personal data of other persons.

## **IV. Liability**

1. Since the Service is provided 'as is' by the Service Provider, the Service Provider shall not assume any liability for the accuracy, reliability, fail-safe operation, completeness and fitness for purpose of the Service - including the software used during the operation of the Service, as well as all content made available by the Service. Furthermore, the Service Provider shall not assume any liability for any faults due to acts beyond its control and their consequences, such as technical faults or interruptions in the internet network, any technical failures, breaks, destructive applications or programmes uploaded by others (e.g. viruses, worms, macros or hacker activities).
2. The Service Provider shall not assume any liability for any incomplete data provided during the use of the Website or any consequences arising from incorrectly provided data.
3. The User shall assume all liability for the use of the Service. The Service Provider shall disclaim any and all responsibility for any material or non-material damages and infringements or other consequences caused by the User by disclosing a content or by any other way, or arising in connection with the User's conduct.



4. In case of any claims lodged or actions brought against the Service Provider by a third person, authority or court due to or in connection with the User's conduct, the User shall take all measures required by the Service Provider and compensate the Service Provider for all damages, pecuniary losses and expenses suffered by the Service Provider due to or in connection with any of the User's unlawful conduct.

**V. Scope of the Terms of Use**

The Service Provider reserves the right to terminate the Service in its entirety at any time without prior notice, in which case these Terms of Use shall automatically become invalid.