

## APPLICATION FORM

for Membership of the “Romanian-Hungarian Business Circle” Association  
(RoCham)

Name of applicant: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person: \_\_\_\_\_

Managing Director / Head of association: \_\_\_\_\_

Address: \_\_\_\_\_

Billing: \_\_\_\_\_

Telephone: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Language:      Romanian: ☐      Hungarian: ☐      English: ☐

Ownership: \_\_\_\_\_

Number of employees: \_\_\_\_\_ Established (Year): \_\_\_\_\_

Activity: \_\_\_\_\_

Recommendation for my / our application given by the following 2 RoCham members:

\_\_\_\_\_  
\_\_\_\_\_

We hereby apply for full membership of the “Romanian-Hungarian Business Circle” Association (RoCham) on those conditions mentioned in the attached Deed of Foundation of the „Romanian-Hungarian Business Circle Association”).

I have read, understood, and accepted the Privacy Policy and the Terms of use.

I consent to receiving emails, calls text messages, or being contacted by RoCham concerning events, business opportunities, receptions, etc. [ ☐ ]

I consent to my contact information being shared with other Members of RoCham for business networking purposes. [ ☐ ]

Photographs may be taken of you while attending our events and published on our webpage, I give consent to publishing photographs of me or other company representatives at [www.rocham.hu](http://www.rocham.hu).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

The completed and signed application form is to be returned to RoCham by mail to: „Román-Magyar Üzleti Kör Egyesület”, Csergő Ferenc, 1139 Budapest, Teve utca 44 or [office@rocham.hu](mailto:office@rocham.hu)

# **Romanian-Hungarian Business Circle Association PRIVACY POLICY**

Romanian-Hungarian Business Circle Association (“Román-Magyar Üzleti Kör” Egyesület) (the “Company”) is committed to protecting the privacy of its users. This Privacy Policy (“Privacy Policy”) is designed to help you understand what information we gather, how we use it, what we do to protect it, and to assist you in making informed decisions when using our Service. Unless otherwise indicated below, this Privacy Policy applies to any website that references this Privacy Policy, any Company website, as well as any data the Company may collect across partnered and unaffiliated sites.

For purposes of this Agreement, “Service” refers to the Company’s service which can be accessed via our website at “ [www.rocham.hu](http://www.rocham.hu) ” or through our mobile application. The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a user of Service.

## **I. LEGAL BASIS**

By filling in the Application form and accessing our Service, you accept our Privacy Policy and Terms of Use, and you consent to our collection, storage, use and disclosure of your personal information as described in the Application form and the Privacy Policy in line with Item a) of Article 6(1) GDPR. In addition, by using our Service you are accepting the policies and practices described in this Privacy Policy. The purpose of the processing is informing you on RoCham events, facilitating business connections between RoCham members and providing other various information that might be useful for business actors. Each time you visit our website, or use the Service, and any time you voluntarily provide us with information, you agree that you are consenting to our collection, use and disclosure of the information that you provide. You may separately consent to receive emails, calls, text messages or otherwise be contacted regarding the activities of the Company, as described in this Privacy Policy. Whether or not you register or create any kind of account with us, this Privacy Policy applies to all users of the website and the Service. All consent-based processing activities are continued until the consent is revoked. You have the right to withdraw your consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. All consent-based data processing will continue until the consent is revoked or the memberships ceases.

Please note that if you opt to become a member of RoCham, then certain data processing activities are not consent-based. Such processing activities include the processing based on statutory obligations of RoCham regarding the accountancy and tax aspects of the handling of the membership fees. These information include the data necessary for the issuing of invoices and sending same to the members. These information are processed in accordance with Item c) Article 6(1) GDPR. Information processed for accountancy and tax purposes are kept for 8 years from issue.

## **II. INFORMATION WE COLLECT**

We may collect both “Non-Personal Information” and “Personal Information” about you and the entity you are representing. “Non-Personal Information” includes information that cannot

be used to personally identify you, such as anonymous usage data, general demographic information we may collect, referring/exit pages and URLs, platform types and preferences that are generated based on the data you submit and number of clicks. “Personal Information” includes information that can be used to personally identify you, such as the company you work for, company address and ownership, your name, address, email address, date of birth, billing details, bank details, position / job title. When you participate in any online videcall meetings, you consent to the processing of your name, email and likeness as these meetings are usually recorded.

### **III. HOW WE USE AND SHARE INFORMATION**

#### **Personal Information:**

In general, we do not sell, trade, rent or otherwise share your Personal Information with third parties without your consent. We may share your Personal Information with RoCham’s strategic partners, members, vendors and other third-party providers who are performing services for the Company. In general, members, strategic partners, the vendors and third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide for the Company. For example, when you provide us with personal information to complete a transaction, place an order, arrange for a delivery, or return a purchase, you consent to our collecting and using such personal information for that specific purpose, including by transmitting such information to our vendors (and their service providers) performing these services for the Company.

However, certain third-party service providers, such as payment processors, have their own privacy policies in respect of the information that we are required to provide to them in order to use their services. For these third-party service providers, we recommend that you read their privacy policies so that you can understand the manner in which your Personal Information will be handled by such providers. We may also share your contact information with other Members of RoCham and other business partners of the Company if we believe establishing contact may lead to a beneficial business relationship for you.

In addition, we may disclose your Personal Information if required to do so by law or if you violate our Terms of Use.

#### **Non-Personal Information:**

In general, we use Non-Personal Information to help us improve the Service and customize the user experience. We also aggregate Non-Personal Information in order to track trends and analyse use patterns of the Service. This Privacy Policy does not limit in any way our use or disclosure of Non-Personal Information and we reserve the right to use and disclose such Non-Personal Information to our partners, advertisers and other third parties at our sole discretion.

### **IV. HOW WE PROTECT INFORMATION**

We implement reasonable precautions and follow industry best practices in order to protect your Personal Information and ensure that such Personal Information is not accessed, disclosed, altered or destroyed. Personal data shall be subject to additional safeguards to

ensure this data is processed securely. For example, we work hard to ensure data is password protected when in transit and storage, and access to this data will be strictly limited to a minimum number of individuals and subject to confidentiality commitments.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Policy. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to any of our websites; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. Access controls within the organisation limit who may access information. However, these measures do not guarantee that your information will not be accessed, disclosed, altered, or destroyed by breach of such precautions. By using our Service, you acknowledge that you understand and agree to assume these risks. Please note that as main rule your information does not leave the EU, an exception to this might be some data processors that have their servers located in third countries or when you live outside of the EU.

## **V. YOUR RIGHTS REGARDING THE USE OF YOUR PERSONAL INFORMATION**

You have the right at any time to prevent us from contacting you for marketing purposes, even if you opted in first when joining RoCham. When we send a promotional communication You can opt out of further promotional communications and can revoke any provided consent by following the unsubscribe instructions provided in each promotional e-mail. Please note that notwithstanding the promotional preferences you indicate by either unsubscribing or opting out in the Settings section of the Site, we may continue to send you administrative emails including, for example, periodic updates to our Privacy Policy and notifications from “Symbion” our online billing tool.

You can further request the Company to provide access to all the personal data processed concerning you, can request the Company to rectify or erase the personal data or restrict the processing or you can object to the processing and you are also entitled to the right of data portability. You also have the right not to be subject to a decision based solely on automated processing, including profiling, as set out in the GDPR.

Summary of your rights:

1. right to transparent information – you may require information about the processing of your personal data at any time;
2. right of access to your personal data – you may have access to your personal data processed by us and to the details of the processing at any time;
3. right to rectification of your personal data – if we process your personal data inaccurately, please, let us know and we will rectify them;
4. right to erasure (‘right to be forgotten’) and right to restriction of the data processing – in certain cases, you are entitled to require us to erase your personal data processed, or to store them only without any other processing activity;
5. right to data portability (only in regard with data processed based on consent or contract, if the processing is carried out by automated means) – if you need them we provide you, in electronic format, with your personal data which you have provided to us;

6. right to object – you may object to the processing of your personal data which is based on legitimate interest at any time;
7. right to remedy – in case your rights are infringed you may turn to the data protection officer or seek remedy at the Hungarian National Authority for Data Protection and Freedom of Information or the courts.

Detailed rules for these above rights of the data subjects are elaborated in Articles 15-22 GDPR.

## **VI. Dotroll, Bluehost, Zoom, Mailchimp and Google**

Our Service is hosted by Bluehost inc. (“Bluehost”), Dotroll Kft. (“Dotroll”), Zoom Video Communications inc. (“Zoom”), The Rocket Science Group (“Mailchimp”) and Google (“Google”). Dotroll provides the domain “rocham.hu” while Bluehost provides us with the online e-commerce platform that allows us to provide the Service to you. Zoom provides the video communication platform for online meetings and events. We use Google Drive to maintain a record of data regarding past and future events, members related information and updates to our official website, while Gmail provides email access to “@rocham.hu” accounts automatically assigned to every member upon joining the organization. Your information, including Personal Information, may be stored through Bluehost, Dotroll, Zoom, Mailchimp and Google servers. By using the Service, you consent to Bluehost, Dotroll, Zoom, Mailchimp and Google collection, disclosure, storage, and use of your Personal Information in accordance with:

1. Bluehost privacy policy available at <https://endurance.clarip.com/privacycenter/?brand=bluehost>,
2. Dotroll privacy policy available at <https://dotroll.com/hu/adatkezelesi-szabalyzat/>,
3. Zoom privacy policy available at <https://zoom.us/privacy/>,
4. Mailchimp privacy policy available at <https://mailchimp.com/legal/privacy/>,
5. Google terms of service available here <https://www.google.com/drive/terms-of-service/>
6. Symbion privacy policy available at [https://docs.google.com/document/d/1yEt-EtDOTdV4bA8l7FX2Xo2PepWNVXmUIpls\\_ktXWQg/edit](https://docs.google.com/document/d/1yEt-EtDOTdV4bA8l7FX2Xo2PepWNVXmUIpls_ktXWQg/edit).

## **VII. LINKS TO OTHER WEBSITES**

As part of the Service, we may provide links to or compatibility with other websites or applications. However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. This Privacy Policy applies solely to information collected by us through the Service. Therefore, this Privacy Policy does not apply to your use of a third-party website accessed by selecting a link via our Service. To the extent that you access or use the Service through or on another website or application, then the privacy policy of that other website or application will apply to your access or use of that site or application. We encourage our users to read the privacy statements of other websites before proceeding to use them.

## **VIII. AGE OF CONSENT**

By using the Service, you represent that you are at least 18 years of age.

## **IX. CHANGES TO OUR PRIVACY POLICY**

The Company reserves the right to change this Privacy Policy and our Terms of Use at any time. If we decide to change this Privacy Policy, we will post these changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Any such modifications become effective upon your continued access to and/or use of the Service five (5) days after we first post the changes on the website or otherwise provide you with notice of such modifications. It is your sole responsibility to check this website from time to time to view any such changes to the terms of this Privacy Policy. If you do not agree to any changes, if and when such changes may be made to this Privacy Policy, you must cease access to this website. If you have provided your email address to us, you give us permission to email you for the purpose of notification as described in this Privacy Policy.

## **X. CONTACT US & WITHDRAWING CONSENT**

If you have any questions regarding this Privacy Policy or the practices of this Site, or wish to withdraw your consent for the continued collection, use or disclosure of your Personal Information, please contact us by sending an email to [office@rocham.hu](mailto:office@rocham.hu).

We always encourage you to contact us first if you have any complaint concerning our data processing, nonetheless if you decide to turn to the supervisory authority, then you are free to do that at the following address:

National Data Protection and Freedom of Information Authority  
1055 Budapest, Falk Miksa utca 9-11

[ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

or alternatively

the data subject can turn directly to the competent regional court if s/he feels that her data protections rights have been breached.

Last Updated: This Privacy Policy was last updated on ... 2020.

## TERMS OF USE

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### USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF USE ESTABLISHED BY THE CHAMBER

When you access information provided on the Site, you acknowledge your agreement to these Terms and Conditions. References to "you" or "your" refer to you as an individual as well as in any representative capacity you may have.

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## 2. PROPERTY RIGHTS ON THE SITE AND IN USER-SUBMITTED DATA

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## **3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

3.1 THE SITE IS PROVIDED "AS IS." NEITHER THE CHAMBER NOR ANY OF ITS LICENSORS OR SUPPLIERS MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THAT ACCESS TO, OR USE OF, THE SITE WILL BE UNINTERRUPTED, ABSOLUTELY SECURE, COMPLETE, ACCURATE OR ERROR FREE). IN ADDITION, THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION ITSELF IS NOT WARRANTED OR GUARANTEED. YOUR USE OF THE SERVICES AND THE INFORMATION ACCESSED ON OR THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK AND IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE ACCURACY AND COMPLETENESS AND THE CHAMBER AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

3.2 YOU UNDERSTAND THAT ROCHAM DOES NOT GUARANTEE THAT IT WILL



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3.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) WILL ROCHAM OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES INCURRED BY YOU AND IN ANY WAY ARISING OUT OF OR RELATED IN ANY WAY TO THESE TERMS AND CONDITIONS (INCLUDING, WITHOUT LIMITATION, YOUR USE OF, OR INABILITY TO USE, THE SITE OR ANY DAMAGES YOU MAY INCUR IN CONNECTION WITH ANY DECISION MADE, ACTION, OR INACTION, TAKEN BY YOU OR ANY OTHER PARTY, IN RELIANCE UPON THE INFORMATION OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE INFORMATION OR SERVICES), EVEN IF ADVISED OF SUCH DAMAGES. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, THE CHAMBER SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION, THROUGH THE SITE OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF THE SITE OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.

#### **4. YOUR INFORMATION**

4.1 You hereby represent and warrant that any information you have provided to gain access to the Site is true and accurate to the best of your knowledge; and that you have read and agree to the terms of our Privacy Policy.

4.2 You shall not upload to the Site any User Submitted Data which:

- (i) violates or infringes the rights of any persons, including without limitation rights in copyrights, patents, trademarks or other intellectual property rights;
- (ii) is libellous, defamatory, obscene, pornographic, abusive or otherwise violates any law; or
- (iii) contains viruses, "worms", "trojan horses" or any other harmful properties, or use the Services for, or to further, any illegal purposes. RoCham reserves the right, in its sole discretion, to edit or delete any User Submitted Data uploaded to the Site in violation of the foregoing.

## 5. CONFIDENTIALITY

RoCham agrees to protect and maintain the confidentiality of User Submitted Data in accordance with the policies, methods, and procedures set forth in the privacy statements and security policies on the Site.

The processing of your personal data is fully in accordance with all the applicable laws, thus especially EU Regulation 679/2016 of the European Parliament and of the Council (GDPR) and Act VI of 1998 on the Convention for the protection of individuals with regard to automatic processing of personal data concluded at Strasbourg on 28 January 1981. We use information purposely, for analysing the operation of the Website or to comply with the rules on providing data. We do not use any of your personal data for commercial purposes. You are entitled to information on the processing of your personal data and request deletion or correction that of in accordance with the above legal rules.

## 6. TERMINATION

If we believe you have violated these Terms and Conditions, we may terminate your access to the Site.

## 7. INDEMNIFICATION

You agree to indemnify and hold harmless RoCham (and its directors, officers, employees, control persons, suppliers, licensors and agents) from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to: (a) your breach of your agreements, representations and warranties contained in these Terms and Conditions; (b) your use of the Site (i) in violation of these Terms and Conditions, (ii) in violation of any rights of RoCham or any third-party information provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or (iii) in violation of any applicable law, rule or regulation; or (iv) information or materials you upload or post to the Site.

## 9. GENERAL

9.1 Notices given by RoCham to you will be given by e-mail, or by a general posting on [www.rocham.hu](http://www.rocham.hu), or by conventional mail. In any matter requiring RoCham's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of RoCham. Notices given by you to RoCham may be sent to [office@rocham.hu](mailto:office@rocham.hu) or by conventional mail addressed to **“Román-Magyar Üzleti Kör” Egyesület** (1139, Budapest, Teve utca 44..)

9.2 Except as herein provided, no waiver, modification, or amendment of any provision of these Terms and Conditions shall be effective against RoCham unless the same is in writing and signed by an authorized official of RoCham. RoCham may modify these terms and conditions at any time upon written notice or posting to the Site. You agree that if you access

and or use the Site after notification of changes in these Terms and Conditions, you will be bound by all such changes.

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THESE TERMS OF USE ARE GOVERNED BY THE LAWS OF HUNGARY AND ANY DISPUTE RELATING TO THESE TERM OF USE SHALL BE SUBMITTED EXCLUSIVELY TO THE CENTRAL DISTRICT COURT OF BUDA (BUDAI KÖZPONTI KERÜLETI BÍRÓSÁG) OR THE REGIONAL COURT OF SZÉKESFEHÉRVÁR, HUNGARY, DEPENDING OF THE VALUE OF THE CASE, EXCEPT WHERE THE SUBJECT-MATTER OF THE LAWSUIT IS DATA PROTECTION INFRINGEMENTS; IN THESE CASES SPECIAL JURISDICTION APPLY AS PER THE HUNGARIAN LAWS. IF FOR ANY REASON A COMPETENT COURT OF ANY JURISDICTION FINDS ANY OF THESE PROVISIONS UNLAWFUL OR UNENFORCEABLE, THE REMAINDER OF THE TERMS OF USE SHALL REMAIN IN FULL FORCE AND EFFECT.