PRIVACY STATEMENT

About data processing relating to lease contracts

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I. INTRODUCTION

The purpose of this special Data Privacy Statement (hereinafter **Statement**) is to provide to the Data Subjects transparent and clear information about the data processing activities performed by the Data Controller covering the lease contract and ancillary documents in accordance with General Data Processing Directive of the European Union no. 2016/679/EU (hereinafter: **GDPR**[1]).

II. THE DATA CONTROLLER

The owner, usufructuary or lessee of the property being viewed or rented, who has a contractual relationship with the natural or legal person tenant at the time of the conclusion of the rental contract (hereinafter referred to as the **Landlord** or the **Data Controller**).

III. CIRCUMSTANCES OF DATA PROCESSING

PURPOSE	CATEGORIES OF PROCESSED DATA	LEGAL GROUNDS	DATA SUBJECTS INCLUDE:	RETENTION PERIOD
To record the circumstances of inspection Of the particular property For the purposes of rental	Personal data as set forth on the Apartment Inspection Statement.	It is the legitimate interest on the part of the third party to verify that s/he duly fulfils the terms of the contract for the provision of the property mediation concuded as between such third party and the Data Controller. [Article 6 (1)(f) of GDPR]	Natural persons and representatives of legal persons with an interest in the property.	Until the termination of the contract for the provision of property mediation services concluded by the Data Controller with a third party.
To record the content of the offer,	Identification data and the data shared in relaion to the vaid offer	To take the steps at the request of the data subject before the parties enter into the contract. [Article 6 (1)(b) of GDPR]	Offerors	Until the termination of contract, and then for eight years after the termination of contract as per

[1] *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.*

				Article 169 (1)-(2) of the Accounting Act.
To draft the contract to be concluded by the Parties	Personal data on the draft rent contract	To take the steps at the request of the data subject before the parties enter into the contract. [Article 6 (1)(b) of GDPR]	Natural persons having entered into contract with the Data Controller (hereinafter: **Lessee**).	Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
To identify the Data Subject	Identification data (e.g. birth name, place and date of birth, mother's name, address)	To fulfil the terms of the contract. [Article 6 (1)(b) of GDPR]	Lessee	Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
To draft the contract to be concluded by the Parties and the fulfilment of the contract.	Identification data (e.g. birth name, place and date of birth, mother's name, address), signature, employment position entitling the holder to act as representative	Legitimate interest on the part of the Data Controller to ensure the fulfilment of the contract. [Article 6 (1)(f) of GDPR]	A natural person acting on behalf of a legal entity having a contractual relationship with the Data Controller ("**Representative**").	Until the termination of lease contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.

To maintain contact between the Parties to the Contract.	Contact data (e.g. e-mail address)	Legitimate interest on the part of the Data Controller to ensure appropriate communication and administration for the purposes of the contract. [Article 6 (1)(f) of GDPR]	Representative	Until the termination of contract.
To maintain contact between the contracting parties to ensure communication between them.	Contact data (e.g. phone number, mailing address: e-mail address)	To fulfil the terms of the contract. [Article 6 (1)(b) of GDPR]	Lessee	Until the termination of lease contract.
To ensure that the lessee vacates the property after the lease contract terminates.	Personal data on the declaration of occupancy, address of the property to be occupied in the event of termination of the tenancy.	Legitimate interest of the Data Controller to freely dispose of the property owned by the Data Controller after the termination of the tenancy (e.g. sale, lease, etc.). [Article 6 (1)(f) of GDPR]	Lessee, the natural person having made the declaration of occupancy	The last day of the month when the property was vacated and then for eight years after this date as per Article 169 (1)-(2) of the Accounting Act.
Proof confirming that the costs of the rental contract are covered.	Personal data necessary to prove the coverage of the costs related to the tenancy (e.g. details of the employer or guarantor of the tenancy, tax identification number).	To fulfil the terms of the contract. [Article 6 (1)(b) of GDPR]	Lessee	Until the termination of lease contract.

To verify that the obligation on the part of the lessee to pay the rent is fulfilled.	Personal data as in the note verifying payment of the sum.	To fulfil the terms of the contract. [Article 6 (1)(b) of GDPR]	Lessee	Until the termination of lease contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
To record the conditions of the property as at delivery.	Record on the delivery of possession of the property	To fulfil the terms of the contract.	Lessee	Until the termination of lease contract and then
(when possession is passed and the contract is terminated).	on the Apartment Inspection Statement.	[Article 6 (1)(b) of GDPR]		for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
Proof that obligation of payment under the lease contract is fulfilled.	Personal data processed in connection with a payment notice.	To fulfil the terms of the contract. [Article 6 (1)(b) of GDPR]	Lessee	Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.

To ensure that the lessee vacates the property after the lease contract terminates.	Personal data as on the statement of vacation.	Legitimate interest of the Data Controller to freely dispose of the property owned by the Data Controller after the termination of the tenancy (e.g. sale, lease, etc.). [Article 6 (1)(f) of GDPR]	Lessee	The last day of the month when lessee vacates the rented property, and then for eight years after this last day as per Article 169 (1)-(2) of the Accounting Act.
To identify the data subject	Identification data (e.g. birth name, place and date of birth)	A legitimate interest to protect the value of the property owned by the Data Controller. [Article 6 (1)(f) of GDPR]	Natural person of legal age other than the lessee living ordinarily in the rented property.	The last day of ordinary stay in the rented property.
To maintain contact with the Data Subject.	Contact data (e.g. e-mail address, phone number)	The legitimate interest to protect the value of the property owned by the Data Controller. [Article 6 (1)(f) of GDPR]	Natural person of legal age other than the lessee living ordinarily in the rented property.	The last day of ordinary stay in the rented property.

To ensure that the lease contract or any amendment to it complies with the formal requirements (inclusion in a private document with full probative force).	Identification data (name, address) signature	It is the legitimate interest on the part of the Data Controller to verify with full probative force that the signatory of the lease contract has taken the statement therein included, and accepted and agreed to be bound by the same, until otherwise proven. [Article 6 (1)(f) of GDPR]	Witness	Until the termination of lease contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
The proper settlement of the contractual relationship between the contracting parties (contractual claims) after the termination of the contract.	Personal data contained in the contract and related documents.	The legitimate interest of the Data Controller in the establishment, exercise and defence of its legal claims arising out of the contractual relationship. [Article 6 (1)(f) of GDPR]	Client, Representative, natural persons named as contact persons other than the signatory	Until the end of the general statutory limitation as per Act V of 2013 on the Civil Code (5 years) after the termination of contract.

IV. OTHER IMPORTANT INFORMATION ABOUT DATA PROCESSING

FOR THE ABOVE PURPOSES

DATA SUBJECTS INCLUDE:	▪ Data subjects having entered into a contract with the Data Controller (Lessee); ▪ Data Subjects who do not have a contractual relationship with the Data Controller (natural persons with an interest in the property and representatives of legal persons, bidders, witnesses, natural persons authorised to act on behalf of the lessee, natural persons of legal age other than the lessee who are habitually resident in the rental property, natural persons who have made a declaration of acceptance and other natural persons who are the lessee's employer or guarantor)

SOURCE OF DATA	▪ **Data subject** (as regards data relating to them); ▪ in relation to the personal data of an adult natural person other than the Tenant who is a resident in the leased property, a natural person who has made a declaration of acceptance, and the lessee's employer or other natural persons providing a guarantee. Where the Data Subjects are not the source of the personal data relating to them, the Controller shall, within a reasonable period of time from the date of obtaining the data and in any event within one month at the latest, ensure that the obligation of information is fulfilled in accordance with Article 14(3)(a) of the GDPR.
PERSONS WITH A RIGHT TO ACCESS DATA	Employees of the Data Controllers who are authorised to process the data may do process such data only to the extent strictly necessary for the performance of their tasks.

V. DATA TRANSMISSION AND DATA PROCESSING

The personal data so processed may be delivered other persons (data subjects). Data Subjects may include public authorities, authorities, or other entities performing public administrative powers and courts to which data are disclosed under a legal obligation *(Article 6(1)(c) of GDPR).*

The recipient of data transmission may include third party data processing entities who or which handle personal data on behalf of the Data Controller for the purposes specified by such Data Controller under the contract entered into with the Data Controller. The Data Controller resorts to data processing entities who or which provide adequate safeguards for the protection of the personal data.

The Data Controller resorts to the following data processing entities in the context of the real estate preliminary contract:

Processor	Activities
LIVING-Service Kft. (registered seat: H-1097 Budapest, Albert Flórián út 10. Co. reg. number: 01-09-341840; tax ID number: 26733803 2-43)	To pursue property management activities under a contract of agency entered into with the Data Controller.

No data is transmitted to any third party in relation to the lease contract.

VI. THE RIGHTS OF THE DATA SUBJECTS

Pursuant to Articles 15-22 of the GDPR, Data Subjects may:

a) seek access to their personal data;
b) seek rectification of their personal data;

c) seek erasure of their personal data;
d) seek restrictions on the use of their personal data;
e) seek data portability;
f) object to the processing of their personal data based on the legitimate interest of the Data Controller;
g) seek to be excluded from the scope of decisions passed exclusively in automated decision-making.

In addition to the above, the date subject may also:

a) lodge a complaint to the Data Controller in relation to the data processing performed by such Data Controller, and
b) lodge a complaint to the competent supervisory authority or may resort to court.

a. The right of access (Article 15 of GDPR)

You have the right to receive feedback from the Data Controller on whether your personal data are being processed and, if so, to have access to your personal data and information on the circumstances of the processing.
In addition, upon your request, the Data Controller will provide you with a copy of the personal data that are the subject of the processing.

b. The right of rectification of data (Article 16 of GDPR)

At your request, the Data Controller shall, without undue delay, correct inaccurate personal data relating to you and complete incomplete personal data.

c. The right to restrict processing of data (Article 18 of GDPR)

You have the right to obtain, at your request, restriction of processing by the Data Controller if any of the conditions set out in the GDPR are met (in which case the Data Controller may not carry out any further processing of the data other than storage).

d. The right of erasure of data (the right to be forgotten) (Article 17 of GDPR)

You have the right to seek the Data Controller to erase personal data concerning you without undue delay where the processing has no purpose, where you have withdrawn your consent and there is no other legal basis for the processing, or where the data were unlawfully processed in the first place, or where the data must be erased in order to comply with a legal obligation.

Where the Data Controller has made the personal data public and is obliged to erase the personal data, the Data Controller, taking account of available technology and the cost of implementation, must take reasonable steps, including technical measures, to inform Data Controllers processing the personal data that the Data Subject has requested the erasure by such Data Controllers of any links to, or copy or replication of, those personal data.

e. The right to object

You have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal data on the basis of legitimate interest.

Data Controllers may no longer process the personal data unless the Data Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the Data Subject or for the establishment, exercise or defence of legal claims.

You can exercise your right of objection on the contractual contact details of the Data Controller (landlord) who has a tenancy relationship with you.

f. Right to data portability

Data Subjects have the right to receive the personal data concerning them which they have provided to a Data Controller, in a structured, commonly used and machine-readable format, and have the right to transmit those data to another Data Controller without hindrance from the Data Controller to which the personal data have been provided, where the conditions set forth in Article 20 of GDPR are in place.

g. Automated decision-making

The Data Controller does not use automated decision-making or profiling in relation to you.

VII. REMEDIES

The Data Subjects may lodge a complaint in relation to the data processing performed by the Data Controller.

The Data Controller suggests that Data Subjects first lodge their complaint to the Data Controller before initiating a court action.

Data Subjects may lodge a complaint regarding the processing of their personal data with the National Authority for Data Protection and Freedom of Information (NAIH - 1055 Budapest, Falk Miksa utca 9-11.; mailing address: 1363 Budapest, Pf.: 9.; E-mail: ugyfelszolgalat@naih.hu; phone: +36 (30) 683-5969, +36 (30) 549-6838; +36
(1) 391 1400; Fax: +36 (1) 391-1410), or you may also resort to a court with jurisdiction as per your residence address.

VIII. MISCELLANEOUS PROVISIONS

This Statement, and all content herein is protected by copyright and all related rights are held by the Data Controller, and this content may be used subject to preliminary approval from the Data Controller in writing.

This Data Protection Statement is governed by Hungarian law. Matters not regulated herein are primarily governed by the provisions of GDPR and other relevant Hungarian laws.

Effective from: 21.09.2026