GENERAL TERMS AND CONDITIONS

(hereinafter: GTC)

relating to the services of Software Consulting Cave Kft.

These General Terms and Conditions (GTC) apply to the individual agreement (Agreement) concluded between the Service Provider and the user (referred to in the Agreement as the Partner; jointly, the Parties). The Agreement is valid together with these GTC, which form an express and inseparable part of the Parties' legal relationship, unless the Parties expressly exclude the application of these GTC in whole or in part by mutual written agreement.

These GTC are concluded exclusively in electronic form, do not refer to a code of conduct, and apply to services provided through the Service Provider's website identified below.

These GTC are continuously available at: www.digitalcave.hu

SECTION 1 - DETAILS OF THE SERVICE PROVIDER AND HOSTING PROVIDER

Service Provider: Software Consulting Cave Kft.

Registered office: 2760 Nagykáta, Dobó utca 22.

Postal address: 2760 Nagykáta, Dobó utca 22.

Company registration number: 13-09-236074

Court of registration: Company Registry Court of the Budapest Environs Regional Court

Tax number: 32642391-2-13

Representative authorised to sign for the company: Bódi Csaba

Customer service email: csabibodi@gmail.com

Customer service telephone number: [not specified in the original]

The Service Provider's regularly used electronic address for communication with users is csabibodi@gmail.com.

SECTION 2 - DEFINITIONS

Service Provider: the legal entity identified in Section 1 of these GTC, which provides the Software.

Software: the chatbot provided by the Service Provider, including all its functions.

Partner: the legal entity using the Software provided by the Service Provider in the course of providing its own services to third parties.

End User: a natural person using the Partner's services in connection with which the Partner deploys the Software.

Website: the Service Provider's website and all its subpages collectively.

Services: services provided by the Service Provider to the Partner in return for payment, as specified in Section 5 of these GTC.

Fee: the service fee displayed by the Service Provider on the Website from time to time, subject to the conditions displayed there.

Implementation Fee: remuneration for the technical assistance provided by the Service Provider to the Partner in implementing the Software.

Business: a person acting for purposes relating to their independent occupation or economic activity in commercial practice (the Service Provider is a Business).

External Partner: the operator of a website to which the Service Provider provides a redirect.

Code of Conduct: an agreement or set of rules created within a system of market self-regulation that lays down standards of conduct for a particular commercial practice or sector for businesses that agree to be bound by it.

SECTION 3 - FUNDAMENTAL PROVISIONS

(1) Hungarian law governs the legal relationship between the Service Provider and the Partner. Hungarian law also governs matters not regulated by these GTC and their interpretation, particularly Act V of 2013 on the Civil Code (Civil Code) and Act CVIII of 2001 on certain issues of electronic commerce services and information society services. Mandatory provisions of applicable law apply to the Parties without any express stipulation.

(2) These GTC take effect on 25 February 2026 and remain in force until withdrawn.

(3) The Service Provider may amend the GTC unilaterally as described in the Final Provisions.

SECTION 4 - CONCLUSION OF THE AGREEMENT

(1) The Partner may conclude an agreement with the Service Provider through the relevant menu item on the Website.

(2) By concluding the Agreement, the Partner accepts all provisions of these GTC and considers them binding.

SECTION 5 - REGISTRATION ON THE WEBSITE

(1) The Partner may register by clicking the relevant button. During registration, a consent panel first appears, offering acceptance of these GTC and the Privacy Notice. Registration is not possible without accepting both.

(2) By registering on the Website, the Partner declares that it has read and accepts these GTC and considers the obligations imposed on it binding. If the Partner does not accept these GTC, it is not entitled to use the Services or Software.

(3) By giving data-processing consent during registration, the Partner declares that it has read and accepts the Privacy Notice published on the Website and consents to data processing.

(4) During registration and subsequent ordering of Services, the Partner must provide its own accurate information. If false information or information relating to another person is provided during purchase or registration, the resulting electronic agreement is void.

(5) Previously recorded information can be changed after logging into the Website by selecting the Profile menu.

SECTION 6 - SERVICES

(1) The primary purpose of the Website is to draw the Partner's attention to the Software and its functions in the ways described below.

(2) Under these GTC, the Service Provider must ensure access to the Software and provide the services described in this section, subject to the limitations set out under Exclusion of Liability.

(3) The Services comprise: (a) providing the Software to the Partner; (b) introducing the Software and assisting with its implementation; and (c) technical assistance.

(4) The Services become available after payment of the Fee.

SECTION 7 - PAYMENT OF FEES

(1) The Service Provider displays the Fee charged for Services as a gross amount.

(2) The Service Provider determines the Fees unilaterally. The Fee covers all costs for the billing period except the Implementation Fee. The Service Provider may offer different pricing packages with different service levels at different Fees. Service levels may differ according to parameters determined unilaterally by the Service Provider, including, without limitation, the number of usable AI credits; the number of knowledge-base characters; email credits; availability or absence of AI agents; availability or absence of chatbot voice recognition; integration with various applications; and the types of large language models available behind the chatbot. The Service Provider, based on the current state of technology and the providers used for the chatbot [sentence unfinished in the Hungarian original]. Current service levels, their composition and current pricing packages are available on the Website.

(3) Services are paid for in advance on a monthly, annual or two-year basis.

(4) Different pricing applies depending on the commitment period: the longer the commitment, the lower the Fee.

(5) Initial payment: at its discretion, the Service Provider may offer various payment methods, including card payment and payment through an external payment provider's program or application. If multiple methods are offered, the Partner may choose freely. If payment is made through an external provider, the Partner is redirected to that provider's website and returned only after successful payment.

(6) Following the first payment, the Fee becomes due each month (or, for annual or two-year plans, on the corresponding anniversary date in the following year or second year). For card payments, the subscription renews automatically, even without further instructions from the Partner, and the subscription amount is charged to the bank card provided by the Partner, including a card provided to the payment provider used for the initial payment.

(7) An Implementation Fee may apply to introducing the Software.

(8) If the Service Provider decides to increase the Fee, it will publish the increase on its website 30 days before it takes effect and email Partners with renewable subscriptions 30 days before the increase. A Partner unwilling to use the Services at the increased Fee may cancel payment at any time. The increased Fee applies only to the next billing period and does not affect periods already paid for.

(9) Services may be cancelled at any time with prospective effect. Fees and Implementation Fees already paid are not refundable upon cancellation, even if cancellation occurs before the end of the relevant paid period. In that event, the Services remain available until the end of that period.

(10) If the Fee for a new period cannot be collected from the Partner's bank account, the Service Provider suspends access for the unpaid period. If the Partner resumes payment after an unpaid period,

no Fee is charged for the period during which the Services were unavailable. The new one-month billing period begins when payment resumes, and Paid Services are available for one month from that date.

SECTION 8 - INVOICING

(1) The Service Provider issues an invoice for the Fee for Paid Services.

(2) The invoice is sent to the email address provided by the Partner when ordering Paid Services.

(3) The Service Provider excludes liability if the Partner provides an incorrect email address and consequently does not receive the invoice.

SECTION 9 - RIGHTS OF THE PARTNER

(1) The Partner is entitled to use the Services after registration on the Website, conclusion of the Agreement with the Service Provider and proper payment of the Fee.

(2) The Partner is not entitled to use the Services during an unpaid period.

SECTION 10 - OBLIGATIONS OF THE PARTNER

(1) The Partner must provide accurate information during registration and payment.

(2) The Partner must pay the Fee invoiced by the Service Provider when due.

(3) The Partner must notify the Service Provider of information required for invoicing and any changes so that the Service Provider can fulfil its tax and accounting obligations.

(4) To receive notifications, the Partner must follow the Service Provider's instructions and provide an accurate, valid email address for email notifications. The Service Provider is not responsible for failure to send notifications where the Partner fails to comply.

(5) Any verbal, physical, written or other abuse of the Service Provider, End Users or any other person, including threats of abuse or retaliation, results in immediate termination of the account and access to Services.

(6) Because the Software is artificial intelligence (AI), the Partner's Software-related obligations are set out separately in Sections 14 and 15 for greater clarity.

SECTION 11 - INTELLECTUAL PROPERTY RIGHTS

(1) The chatbot, the Software and all technical solutions provided by the Service Provider, and the Website, are protected by copyright. The Service Provider reserves all rights in them, including intellectual property rights and copyright in content it creates (text, images, photographs, videos, moving and still visual and audio material, etc.), source code, domain names, software, data files and brands.

(2) It is prohibited to make the chatbot, Software, any technical solution or Website, or any part thereof, available to third parties for possession or use, or to copy or adapt them in any way.

(3) It is prohibited to save the content or parts of the chatbot, Software, technical solutions or Website on physical or other media, store them in a database, transfer, publish, make available for download or commercially distribute them, or attempt to reverse-engineer them.

(4) The person using the Software bears full responsibility for chat content uploaded to it. That person must ensure that they possess all necessary rights to every part of the content and that uploading it does not infringe third-party rights.

(5) If the Partner publishes a test, opinion or review of the Software, directly or indirectly through a third-party platform, the Partner grants the Service Provider the right to use it for marketing, including displaying it on the Website or social media.

(6) The Service Provider is entitled, but not obliged, to remove content and accounts containing material it considers unlawful, offensive, threatening, defamatory, insulting, pornographic, obscene or otherwise objectionable, or infringing any party's intellectual property rights or these GTC.

SECTION 12 - EXCLUSION OF LIABILITY

(1) The Service Provider excludes liability where the Partner or an End User uses the Services in another person's name or with another person's data, including false registration or payment information.

(2) The Service Provider excludes liability where inaccurate data provided by the Partner or End User causes a notification not to be received or prevents an invoice from being sent to the Partner.

(3) The Service Provider also excludes liability where the Partner fails to notify changes to its data. It bears no liability for damage or errors resulting from changes made by the Partner to registered information.

(4) The Service Provider is not liable for damage caused by the Partner forgetting its password or an unauthorised person obtaining it for reasons not attributable to the Service Provider.

(5) The Website may contain hyperlinks, banners, advertisements or other material linking to third-party websites. Such websites are beyond the Service Provider's control, and it is not liable for their content.

(6) The Service Provider does not guarantee uninterrupted, error-free operation of the Services, Software, any other service it provides or the Website, or that third parties will not use them for unlawful purposes without its knowledge. It nevertheless endeavours to remedy temporary unavailability and restore access as quickly as possible.

(7) The Service Provider accepts no liability for direct or indirect damage or loss of profit arising during or as a result of using the Services, Software, other services or Website. It endeavours to take all reasonable precautions to protect its systems against damage and unlawful use.

(8) The Service Provider does not screen or approve content.

(9) The Service Provider reiterates that the person using the Software bears full responsibility for uploaded chat content and must ensure all necessary rights and non-infringement of third-party rights.

(10) The Service Provider does not warrant that: (i) the Service meets the Partner's specific needs, unless agreed in writing beforehand; (ii) it is uninterrupted, timely, secure or error-free; (iii) results obtained through it are accurate or reliable; (iv) products, services, information or other material purchased or obtained through it meet the user's expectations; or (v) errors in the Service will be corrected.

(11) The Partner expressly acknowledges and agrees that the Service Provider is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including loss of profit, goodwill, use, data or other intangible assets, even if advised of the possibility of such damage, arising from: (i) use or inability to use the Service; (ii) costs of obtaining substitutes for goods, data, information, services or messages obtained through the Service; (iii) unauthorised access to or alteration of transmissions or data; (iv) statements or conduct of third parties on the Service; or (v) any

other matter relating to the Service.

SECTION 13 - COMPLAINT HANDLING

(1) Complaints may be submitted using the Service Provider's contact details at the beginning of these GTC.

(2) The Service Provider will, where possible, investigate a verbal complaint made by telephone immediately and remedy it if necessary. If the Partner disagrees with the handling of the complaint or immediate investigation is impossible, the Service Provider will promptly record the complaint and its position in minutes and send a copy to the Partner no later than with its substantive response. Thereafter the rules for written complaints apply.

(3) For telephone complaints, the complaint identifier is the date and precise hour and minute of the call.

(4) The Service Provider will answer written complaints in writing within 30 days and give reasons for rejection. It retains the complaint record and a copy of its response for five years and presents them to the supervisory authority on request.

SECTION 14 - GENERAL CHARACTERISTICS OF THE SOFTWARE

(1) The Software provided by the Service Provider is AI and is therefore primarily subject to Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act; AI Act).

(2) Functions of the Software available to the Partner for use in its own services may include, without limitation: (a) automation of customer service; (b) answering customer questions; (c) conclusion of contracts; (d) handling customer complaints; and (e) other customer service tasks.

(3) The Software uses natural, everyday language in Hungarian and English.

(4) The Software is classified as a minimal-risk AI system under the AI Act.

(5) The Service Provider places the Software on the market as a low-risk AI system.

(6) The Service Provider warns that the Software's classification may be called into question and, in extreme cases, it may become a high-risk AI system under the AI Act if the Partner entrusts it with processing orders exceeding HUF 500,000 without ensuring human oversight under Article 14 of the AI Act. This is beyond the Service Provider's control and is the Partner's responsibility. In such cases, the Partner must fulfil its obligations under the AI Act. The same applies if the Partner entrusts the Software with complaint handling, consumer protection, statutory reports to the Partner's organisation (such as whistleblowing reports), credit assessment, insurance contracting, access to healthcare or prioritisation of healthcare, other public services or private services with significant legal effects, particularly without human oversight. The Service Provider expressly draws attention to the need for human oversight in these processes to ensure compliance with the AI Act and other laws. [The final sentence of this paragraph contains contradictory wording in the Hungarian original concerning oversight.]

(7) The Service Provider undertakes 95% availability of the Software. It is reasonably foreseeable that 100% availability cannot be achieved due to outages at the Service Provider, large language model providers or cloud providers. The Service Provider assumes no general obligation regarding outage resolution times or speed of responding to Partner requests; such obligations must be expressly agreed

in a separate contract or service level agreement (SLA).

(8) The Software has safeguards consistent with contemporary expectations. Security measures implemented by large language model and cloud providers also support an appropriate level of cybersecurity: Anthropic, Google and OpenAI.

(10) The Service Provider does not use data entered by the Partner and End Users to train its Software. It engages a subcontractor for technical infrastructure which, according to its information, does not use input data to further train the underlying large language models. Users are advised, however, that the Service Provider has no substantive means of independently verifying this and can only review the relevant contractual terms of the infrastructure provider.

(11) Expected lifetime of the Software: until withdrawal.

(12) The IT resources necessary for proper operation are specified on the Service Provider's Website.

SECTION 15 - PARTNER OBLIGATIONS REGARDING THE SOFTWARE

(1) The Partner is responsible for continuously ensuring human oversight in accordance with Article 14 of the AI Act and preventing the Software from independently deciding matters of major importance, including, without limitation, accepting high-value orders.

(2) The Service Provider accepts no liability for damage arising from failure to provide the human oversight referred to in paragraph (1).

(3) The Service Provider particularly warns that if the Software performs contract-conclusion or complaint-handling functions, or any function mentioned in Section 14, within the Partner's services, human oversight is particularly important so that contracts are properly concluded and recorded, rather than failing or being incorrectly recorded in the event of outages or system failures. Using the Software does not release the Partner from legal obligations concerning consumer protection, complaint handling or data protection. The Partner must therefore incorporate safeguards into its processes to protect End Users, including, without limitation, human oversight in these matters.

(4) This section also applies when any other function creating legal obligations is entrusted to the Software.

(5) It is strictly prohibited to upload unlawfully processed personal data, copyright-protected information or any other unlawful content to the Software.

(6) The Partner must provide End Users with all information required under the AI Act or other Hungarian or EU law, including, without limitation, informing them that the chatbot is powered by artificial intelligence and is not a real human customer service representative.

(7) Uploading spam messages or malicious code to the Software is prohibited.

(8) The Partner acknowledges that technical processing and transmission of the Service, including its content, involves (a) transmission across various networks and (b) changes and adaptations to meet the technical requirements of connecting networks or devices.

(9) If the Partner's bandwidth usage substantially exceeds the average usage of the Service Provider's other customers, as determined solely by the Service Provider, the Service Provider may immediately disable the account or throttle chatbot and file uploads until bandwidth consumption is reduced.

SECTION 16 - DATA PROTECTION

(1) Details of data processing are set out in the Service Provider's separate Privacy Notice, available on its Website.

(2) The Parties must treat as confidential all information obtained during the Agreement. They declare that they will not disclose information learned through their cooperation to third parties without the other Party's prior written consent, nor use it for their own or another's benefit. This confidentiality obligation survives termination of the Agreement.

SECTION 17 - TERMINATION OF THE AGREEMENT BETWEEN THE SERVICE PROVIDER AND THE PARTNER

(1) The contractual relationship is for a fixed term and renews automatically upon expiry of the subscribed period if payment renews. Without renewal of payment, the Agreement and Services are suspended.

(2) The term of the Agreement is one year.

(3) The Agreement terminates automatically at the end of the relevant billing period if the Partner does not renew payment at least one day before its final day. If payment is made after the deadline, the Agreement resumes, but Services cannot be claimed for the unpaid period. The Partner may also terminate the Service in advance for a specified date by giving at least 30 days' notice in writing to the Service Provider.

(4) Either Party may terminate the Agreement with immediate effect for a material breach by the other Party. For this section, material breach by the Partner includes, without limitation: (a) non-payment after a second demand; (b) commencement of bankruptcy, liquidation, voluntary winding-up, enforcement, compulsory strike-off or similar official or judicial proceedings against the Partner; (c) media reports suggesting that the Partner or its manager has committed a criminal offence; and (d) any non-compliance by the Partner with the AI Act.

(5) The Partner acknowledges that it may no longer use the Services after termination of the Agreement.

SECTION 18 - FINAL PROVISIONS

(1) All legal declarations relating to these GTC and the Agreement are valid only in writing. The Parties accept communications sent to the email addresses specified on the Website or in these GTC as written communications. Emails and notices sent between the Parties are deemed delivered on the date sent (presumption of delivery), unless the sender receives a delivery error notification.

(2) The Service Provider may use subcontractors or other contributors to fulfil its obligations. It is fully liable for their unlawful conduct as if it had committed the unlawful act itself.

(3) The Parties may amend the Agreement at any time by mutual consent. The Service Provider may unilaterally amend these GTC and the Agreement by notifying the user by email at the same time as the amendment. The notice will state that if the user does not object within 15 days of learning of the amendment, it automatically becomes part of the Agreement. The Service Provider will publish the full amended GTC on its website with the changed text highlighted.

(4) If any provision of these GTC becomes invalid, unlawful or unenforceable, the validity, lawfulness and enforceability of the remaining provisions are unaffected.

(5) Failure by the Service Provider to exercise a right under these GTC does not constitute waiver of that right. Waiver is valid only if expressly declared in writing. Failure to insist strictly on a material term or condition on one occasion does not waive the right to insist on strict compliance in future.

(6) In performing the Agreement, the Parties must cooperate and act in good faith when exercising their rights.

(7) The Service Provider and the Partner will endeavour to resolve disputes amicably.

(8) The Parties agree to the exclusive jurisdiction of the courts having territorial jurisdiction over the Service Provider's registered office for disputes falling under these GTC or otherwise connected with the Agreement.

By signing the Agreement, the Parties accept these GTC as an annex to the Agreement, confirming that they fully reflect their intentions.