GENERAL TERMS AND CONDITIONS

OPTIMONK INTERNATIONAL ZRT.

OPTIQUBE SERVICE

Effective from 14 July 2026 until withdrawn

PREAMBLE

These General Terms and Conditions (hereinafter: the "GTC") govern the terms of use of the software and managed service solution named **Optimonk International Zrt.** as **Service Provider** providing the **OptiQube** software and managed service solution (hereinafter: the "Service"), as well as the contractual relationship established between the Service Provider and the user ordering the Service (hereinafter: the "Customer" or "User"; the Service Provider and the Customer hereinafter jointly referred to as the "Parties" and individually as a "Party").

I. DETAILS AND CONTACT INFORMATION OF THE SERVICE PROVIDER

• Company name: Optimonk International Zrt.

• Registered office: 4028 Debrecen, Kassai út 129, Hungary

• Company registration number: 09-10-000583

• Tax number: 26335498-2-09

• Official website: https://optiqube.ai/ https://optiqube.ai/

• Official email address: support@optimonk.com

II. DEFINITIONS

1. **GTC:** This document, which sets out the general framework of the legal relationship between the Service Provider and the Customer and forms an integral part of the Individual Agreement.

2. **Individual Agreement:** The individual service agreement concluded between the Service Provider and the Customer by means of online registration on the OptiQube.ai website and electronic acceptance of the GTC, or by both Parties signing a separate written framework agreement/quotation.

3. **Software / Platform:** The cloud-based software application owned by the Service Provider that uses artificial intelligence (AI) algorithms and a catalogue-ad creative engine.

4. **Service:** The provision of access to the Software (SaaS), together with all additional features and products included in the subscription plan selected by the Customer.

5. **SLA (Service Level Agreement):** The service levels, availability periods and customer support response times set out in these GTC.

6. **Trade Secret:** Any data, information, know-how, source code, business strategy or pricing structure disclosed by either Party to the other in the course of performing the agreement that is not generally known.

III. CONCLUSION, TERM AND AMENDMENT OF THE AGREEMENT

1. The Service may be used by any natural person, sole trader or legal entity (hereinafter: **the Customer**) that satisfies the registration and subscription requirements.

2. The contractual relationship is established exclusively between the Service Provider and the Customer. No contractual or other obligation-based legal relationship is established between the Service Provider and the Customer's own customers (third parties that actually use the creatives generated by the Software as end users, e.g. online store operators; hereinafter: the **End User**).

3. A **Customer that does not act as an agency** is entitled to use the Service and the creative content produced through it for its own purposes. A **Customer acting as an agency** is independently entitled to resell the Service and determine the terms on which it acts as an intermediary towards End Users. The Service Provider shall not intervene in any way in the pricing, invoicing or other contractual terms between the Customer and End Users.

4. The Individual Agreement is concluded between the Parties in one of the following ways:

a) **By online registration:** The Customer completes the registration form on the OptiQube.ai website, accepts these GTC and the Privacy Notice by expressly ticking a checkbox, after which the Service Provider confirms the registration by email. The agreement is concluded when the confirmation email is received by the Customer.

b) By an individual written agreement: The Parties conclude the agreement in the form of an individual quotation or framework agreement executed with authorised signatures.

2. The agreement is concluded for an indefinite term unless the Individual Agreement expressly provides for a fixed term.

3. The Service Provider is entitled to amend these GTC unilaterally at any time. The Service Provider shall notify the Customer of an amendment by email or through the internal interface of the Software at least 15 (fifteen) calendar days before it enters into effect. If the Customer does not wish to accept the amendment, the Customer is entitled to terminate the agreement with immediate effect as of the effective date of the amendment. If the Customer does not object in writing or terminate the Service before the effective date, the amended GTC shall be deemed accepted by the Customer.

IV. ACCOUNT REGISTRATION AND SECURITY

1. The Customer warrants that the information provided during registration and throughout the term of the agreement is true, accurate and up to date. In the case of a legal entity, the person completing the registration represents and warrants that they are authorised to represent and bind the company.

2. The Customer is responsible for keeping the usernames and passwords associated with its account strictly confidential. The Customer must notify the Service Provider without delay if it becomes aware of any unauthorised use of its account or any other security breach. The Service Provider excludes liability for damage arising from the Customer's negligence or from the disclosure of access credentials to a third party.

V. SUBJECT MATTER OF THE SERVICE

1. The subject matter of this Agreement is the provision to the Customer, for a fixed or indefinite term and in accordance with the individual subscription plan, of access to and a right to use the artificial intelligence (AI)-based catalogue-ad creative software platform named “**OptiQube**” (hereinafter: the **Software** or **Service**), developed and operated by the Service Provider and available under the optiqube.ai domain name.

2. Using artificial intelligence, the Software automatically generates lifestyle-oriented, conversion-optimised and visually engaging catalogue-ad creatives from traditional product photographs with white backgrounds, and ensures the coherent appearance of these visual styles and elements throughout the related post-click funnel, particularly on product pages and in exit-intent pop-ups.

3. The Service Provider makes the following core functions available under the software licence:

- **AI-driven creative generation**: Automated production, based on the product feed, of lifestyle images tailored to product-level (SKU) and seasonal needs, scenes created by artificial intelligence, and visual materials featuring custom graphic elements (badges).
- **SKU-level scalability**: Catalogue-based automation that generates, updates and manages creatives with equal efficiency regardless of the number of products (particularly, but not exclusively, within the range of 50 to 5,000 SKUs).

VI. SUBSCRIPTION PLANS

1. The Customer is entitled to use the Service in accordance with the subscription plan specified in the Individual Agreement:

- **Startup Plan**
- **Agency Plan**

2. The exact content and pricing of the services included in the plans are set out in *Annex 1* to these GTC.

Current pricing and plan information are available on the website.

VII. FEES, INVOICING AND PAYMENT TERMS

1. The fee for the Service is determined by the selected service plan. The tiers and related fees shall be determined in accordance with the then-current price list (*Annex 1*) or the Individual Agreement.

2. Markets and Currencies: The Service Provider issues invoices in Hungarian forints (HUF) in the Hungarian market (in the case of Hungarian-language online stores or Hungarian entities) and in US dollars (USD) in the international market.

3. Due Date and Methods of Payment: The service fee is payable in advance. The billing period may be monthly or annual. Payment may be made:

a) By online bank card payment (charged automatically on a recurring basis to the bank card provided on the first day of each billing cycle);

b) By advance bank transfer to the Service Provider's bank account on the basis of the issued pro forma invoice or invoice, with a payment deadline of 8 days;

c) By any other payment method specified in an individual written agreement.

4. Consequences of Late Payment: If the Customer is late in paying the service fee, the Service Provider is entitled to claim default interest under Section 6:155 of the Hungarian Civil Code and the amount provided for by the legislation on the flat-rate recovery cost. If the delay exceeds 8 (eight) calendar days, the Service Provider is entitled, following prior notice, to suspend the Customer's access and the operation of the measurement scripts until the debt has been paid in full. During the suspension, the service fee shall continue to be invoiced without change, and the Service Provider shall not be liable for any loss of traffic or damage arising from the suspension.

VIII. SERVICE LEVELS (SLA) AND CUSTOMER SUPPORT

1. Availability: The Service Provider undertakes to ensure annual availability of 99.5% (ninety-nine point five per cent) for the Software and the measurement scripts/codes integrated into the website. Scheduled maintenance and Force Majeure events shall be excluded from the calculation of availability.

2. Scheduled Maintenance: The Service Provider is entitled to restrict or suspend the Service for the purpose of developing or maintaining the system. The Service Provider shall give at least 48 hours' prior notice of scheduled maintenance and, where possible, carry it out during low-traffic periods (e.g. at night or on weekends).

3. Customer Support Response Times:

The Service Provider shall provide a substantive response to technical or administrative enquiries received by email or live chat within 24–48 hours on business days (Monday to Friday, between 9:00 and 17:00).

IX. ACCEPTABLE USE AND PROHIBITED ACTIVITIES (AUP)

1. The Customer may use the Service only in accordance with applicable laws, these GTC and legitimate business purposes.

2. Activities expressly prohibited under the Acceptable Use Policy include:

- Copying, modifying or adapting the Software, the measurement codes or the Service Provider's infrastructure, reverse-engineering their source code, or decompiling them;

- Using automated systems, bots or scripts that compromise the performance or security of the Software or collect data from the Platform without authorisation;

- Conducting vulnerability assessments, scans or security tests of the Service Provider's systems without the Service Provider's prior written consent;

- Using the Service on websites, or to optimise products, that violate applicable law, are illegal or fraudulent, contain pornographic or sexual content, promote hatred, racism or violence, or relate to weapons or illegal psychoactive substances.

3. If the Customer breaches any of the above prohibitions, the Service Provider is entitled to delete or suspend the Customer's account with immediate effect and without any obligation to pay compensation, and to recover from the Customer the full amount of any loss arising from the breach.

X. INTELLECTUAL PROPERTY RIGHTS AND LICENSING TERMS

1. Right to Use Generated Content: With respect to images (visual creatives) and text generated by the AI system within the Service and quality-checked by the Service Provider's experts, the Service Provider grants the Customer an exclusive licence that is unlimited in time and territory.

2. Scope of the Right of Use: Subject to Section X.3, a Customer not acting as an agency may use the creative content produced through the Service without limitation for its own business purposes. The right of use includes, in particular, unrestricted use of the images and text on the Customer's own website (online store), in its own marketing materials, on its own advertising and social media channels, and through other direct communication channels. The Customer is expressly entitled to modify, adapt and tailor the images and text to its own brand identity.

3. Resale to End Users: A Customer acting as an agency is entitled to resell the right to use the generated images and text to third parties for commercial purposes, sublicense such right, or make the content available for a third party's independent economic activities.

- The Customer may use the content without limitation for its own business purposes;
- if acting as an agency, the Customer is also entitled to provide it to its clients.

4. Effect of Termination on the Licence: The Parties expressly agree that termination of this agreement for any reason shall not affect the right to use images and text that have already been completed, approved and delivered to the Customer. Following termination, such materials shall remain available for unrestricted use by the Customer and the End User.

5. Intellectual Property of the Service Provider: The Software source code, AI models, underlying algorithms, methodologies, design, OptiQube and Optimonk trademarks, brand names and logos are the exclusive intellectual property of the Service Provider and, except for the generated end products, are not subject to transfer or licensing.

XI. CONFIDENTIALITY OBLIGATION

1. Protection of Trade Secrets: The Parties undertake to treat as trade secrets, and not disclose to any third party, all non-public information learned about each other, their respective operations, business activities, software or pricing during this contractual relationship.

2. Exceptions: Information shall not constitute a trade secret if it can be demonstrated that it was already public before its disclosure by the other Party, or if its disclosure is required by law or pursuant to a court or regulatory decision.

3. Duration: The confidentiality obligation shall remain binding on the Parties throughout the term of the agreement and for 5 (five) years following its termination for any reason. In the event of a breach of confidentiality, the breaching Party shall compensate the other Party for the full amount of the resulting loss.

XII. WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION

1. Limited Warranty: The Service Provider endeavours to operate the Software and the Service continuously and without errors; however, it does not warrant that the Service will be entirely uninterrupted or error-free or that it will meet all of the Customer’s specific business expectations. The Software is provided on an “As Is” and “As Available” basis.

2. Characteristics of AI Technology: The Customer expressly acknowledges that, due to the nature of content generated by artificial intelligence (AI), the Service Provider cannot guarantee the absolute uniqueness of such content or that it will not resemble content generated by other third parties. As the Customer’s approval is always required before content goes live, the Service Provider expressly excludes liability for approved content infringing third-party rights (e.g. trademark rights, copyright or the prohibition of unfair competition).

3. Limitation of Liability: Except for liability arising from an intentional breach of contract, the Service Provider excludes liability for any indirect, consequential or special damage, loss of profit, business interruption, loss of data or damage to reputation arising from the use of, or inability to use, the Service. The Service Provider’s aggregate liability for damages towards the Customer shall not exceed the amount of service fees actually paid by the Customer to the Service Provider during the 3 (three) months immediately preceding the occurrence of the loss.

4. Indemnification by the Customer: The Customer undertakes to indemnify and hold the Service Provider harmless against all third-party claims, fines or costs arising from the unlawful operation of the Customer’s online store, unlawful data processing or a breach of the AUP.

5. Force Majeure: Neither Party shall be liable for any failure or delay in performing its contractual obligations if caused by an unforeseeable and unavoidable external event (Force Majeure), such as war, natural disaster, epidemic, strike, government action, or a widespread outage of the global internet and hosting infrastructure beyond that Party’s control.

XIII. TERM, TERMINATION AND EXPIRY OF THE AGREEMENT

1. Ordinary Termination:

• In the case of an indefinite-term subscription billed monthly, either Party may terminate the agreement without cause, in writing (by email or through the Platform’s cancellation function), effective as of the last day of the current billing period (month). Notice of termination must be received at least 5 days before the renewal date.

• In the case of a fixed-term or annual subscription agreement, ordinary notice of termination may be submitted in writing at least 30 days before the end of the relevant annual cycle. If notice is not received in time, the agreement shall automatically renew for a further one-year cycle.

2. Extraordinary Termination (With Immediate Effect): Either Party is entitled to terminate the agreement with immediate effect if the other Party commits a serious breach of a material contractual obligation and fails to remedy the breach within the reasonable period specified in a written notice from the aggrieved Party, which period may not be less than 8 (eight) calendar days. Serious breaches include, in particular, late payment, breach of the AUP, breach of confidentiality and manipulation of the measurement codes.

3. Procedure upon Termination: Upon termination of the agreement, the Customer’s access to the Platform and measurement statistics shall cease. The Customer must permanently remove the Service Provider’s measurement codes from its website within 3 business days. Within 30 days following termination, the Service Provider is entitled to delete data relating to the Customer that

was generated by or transferred to the Service Provider in the course of providing the Service, except for data that the Service Provider is required by law to retain. Pursuant to Chapter X, the Customer shall retain the licence to the generated images following termination.

XIV. FINAL AND MISCELLANEOUS PROVISIONS

1. Marketing and Reference Right: By entering into the agreement, the Customer expressly consents to the Service Provider displaying the Customer's company name, trademark and logo as a reference on its own website, in marketing materials, presentations and case studies. The Customer may withdraw this consent in writing at any time without giving reasons, in which case the Service Provider shall remove the references within a reasonable period, but no later than 14 days.

2. Severability: If any provision or part of these GTC is found to be legally invalid, void or unenforceable, this shall not affect the validity or effect of the remaining provisions of these GTC. The Parties undertake to replace the invalid part with a valid provision that is economically and legally appropriate and comes closest to the Parties' original contractual intent.

3. Entire Agreement: These GTC and the Individual Agreement (including annexes such as the DPA) constitute the entire agreement between the Parties concerning the subject matter of the Service and supersede all prior oral or written discussions, promises or agreements.

4. Governing Law: These GTC, the Individual Agreement and the legal relationship between the Parties shall be governed by Hungarian law, in particular Act V of 2013 on the Civil Code (the Hungarian Civil Code).

5. Jurisdiction: The Parties undertake to attempt to resolve any disputes arising from this agreement primarily through amicable, direct negotiations. If such negotiations do not lead to a resolution within 30 days, the Parties submit the dispute—subject to the rules of subject-matter jurisdiction—to the exclusive jurisdiction of the competent Hungarian court having territorial jurisdiction at the Service Provider's registered office from time to time (including, in particular, the Debrecen District Court or the Debrecen Regional Court).