

GENERAL TERMS AND CONDITIONS
OPTIMONK INTERNATIONAL ZRT.
CONVERSION LIFT SERVICE

Effective: from 14 June 2026 until withdrawn

PREAMBLE

These General Terms and Conditions (the "GTC") govern the terms of use of the Conversion Lift software and managed service solution (the "Service") provided by Optimonk International Zrt. as the Service Provider, and the contractual relationship between the Service Provider and the User ordering the Service (the "Customer" or "User"; the Service Provider and the Customer are collectively referred to as the "Parties" and individually as a "Party").

The Service may only be used by a person (business) acting in the course of their profession, self-employed activity, or business operations. The Parties expressly acknowledge that, under this contractual relationship, the Customer is not a consumer. Therefore, Act CLV of 1997 on consumer protection and Government Decree 45/2014 (II. 26.) on detailed rules of contracts between consumers and businesses do not apply to this relationship. The contract is concluded as a business-to-business (B2B) commercial agreement between the Parties.

I. SERVICE PROVIDER DETAILS AND CONTACT INFORMATION

- 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://ConversionLift.ai>
- Official email address: support@optimonk.com

II. DEFINITIONS

1. **GTC:** This document, which sets out the general framework of the 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 through online registration on the ConversionLift.ai website, electronic acceptance of the GTC, or execution of a separate written framework agreement/quotation signed by both Parties.
3. **Software / Platform:** The cloud-based software application owned by the Service Provider that uses artificial intelligence (AI) algorithms and conversion rate optimization (CRO) logic.
4. **Service:** Provision of access to the Software (SaaS), together with the human expert support (CRO audit, quality assurance, onboarding, dedicated management) corresponding to the subscription plan selected by the Customer.
5. **Unique Visitor (UV):** The number of individually identified visitors (tracked by IP address, cookie, or other digital fingerprint) who visit the Customer's web store or designated subdomains in a given calendar month, as recorded by the tracking code (script) provided by the Service Provider. The UV count forms the basis of tiered pricing.
6. **Control Version:** The Customer's original, unchanged product page on the web store before optimization.
7. **Optimized Version:** A product page variant generated by the Service Provider's AI system and CRO experts, containing modified textual content (headlines, benefit lists) and/or visual content (creatives, images, badges).
8. **Statistically Significant Increase:** Performance improvement (conversion rate increase) validated by the mathematical-statistical methodology applied during A/B testing, where the probability of random factors can be excluded and the professionally accepted confidence level reaches or exceeds 95%.
9. **SLA (Service Level Agreement):** The service levels, availability periods, and customer support response times set out in this GTC.
10. **Trade Secret:** Any data, information, know-how, source code, business strategy, or pricing structure disclosed by the Parties to each other during performance of the contract that is not public knowledge.

III. CONCLUSION, VALIDITY, AND AMENDMENT OF THE CONTRACT

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

a) Online registration: The Customer completes the registration form on ConversionLift.ai, expressly accepts this GTC and the Privacy Policy by checking the relevant box, and the Service Provider confirms the registration by email. The contract is concluded when the confirmation email reaches the Customer.

b) Individual written agreement: The Parties conclude the contract in the form of an individual quotation or framework agreement signed in corporate form by both Parties.

2. The contract is concluded for an indefinite period unless the Individual Agreement expressly specifies a fixed term.

3. The Service Provider is entitled to amend this GTC unilaterally at any time. The Service Provider shall notify the Customer of any amendment by email or through the internal interface of the Software at least fifteen (15) calendar days before it takes effect. If the Customer does not wish to accept the amendment, the Customer is entitled to terminate the contract with immediate effect on the effective date of the amendment. If the Customer does not object in writing or does not 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 data provided during registration and throughout the term of the contract are true, accurate, and up to date. In the case of a legal entity, the person performing registration declares and warrants that they are authorized to represent the company and to assume obligations on its behalf.

2. The Customer is responsible for keeping the usernames and passwords associated with their account strictly confidential. The Customer must notify the Service Provider immediately if they detect unauthorized use of their account or any other security breach. The Service Provider excludes liability for damages arising from the Customer's negligence or from disclosure of access credentials to third parties.

V. SERVICE OPERATION AND RULES OF COOPERATION

The Service is delivered in three interconnected, continuously repeating phases:

1. Planning phase: The Service Provider's CRO experts review and analyze the Customer's web store product pages. Based on this, they develop structured recommendations and conversion-boosting directions (e.g. headline variants, visual elements, badges, benefit and attribute lists, layout patterns). The Customer is obliged to select their preferred concept from the proposed directions. Without the Customer's approval or selection, the process cannot proceed to the next phase, and the Service Provider shall not be liable for any delay arising from this.

2. Generation phase: Based on the selected and approved direction, the Service Provider's AI system generates unique marketing copy and visual creatives for the Customer's product pages, up to the token volume included in the applicable subscription plan. The scope of generation depends on the token budget available under the subscription and does not automatically extend to the Customer's entire product catalogue. Generated materials are subject to internal quality assurance by the Service Provider's experts to filter technical and aesthetic errors. Finalized variants are delivered to the Customer through the Platform for approval. The Customer is entitled to review and approve the content before go-live.

3. Testing and go-live phase: Variants approved by the Customer are introduced on the Customer's website through automated A/B testing. The system displays the original Control Version to one part of visitors (control group) and the Optimized Version to the other part. The Software continuously measures and compares the conversion performance of the two versions. Once sufficient quantity and quality of data is available to determine a winning variant, the Software may recommend its rollout, after which the optimized version expected to perform better may be shown to all visitors. The process may then continue with further optimization cycles.

VI. SUBSCRIPTION PLANS AND SERVICE LEVELS

The Customer is entitled to use the Service under the subscription plans specified in the Individual Agreement:

1. Self-Service Plan:

- Contents: Full access to the Software's automated features, the AI generator, and the A/B testing engine; one-time initial web store CRO audit; basic technical integration guide.
- Customer support: Standard support via live chat and email with response times defined in the SLA.
- Pricing: Monthly or annual Unique Visitor (UV) based tiered fee.

2. Fully Managed Plan:

- Contents: All features of the Self-Service plan, supplemented by personalized onboarding, a dedicated Customer Success Manager, fully managed ongoing in-app A/B testing by the Service Provider's experts, custom campaign

planning, and regular reporting.

- Customer support: Dedicated direct Slack channel support with priority response time.
- Extra guarantee: 90-day conversion guarantee under the conditions set out in Section XIV.
- Annual option: Also available as an annual commitment plan offering custom discounted tiers under the Individual Agreement.

VII. PRICING LOGIC, FEES, INVOICING, AND PAYMENT TERMS

1. UV-based scaling: The Service fee is determined on a tiered basis according to the monthly Unique Visitor (UV) count of the Customer's web store. Tiers and related fees are defined in the applicable price table (Annex No. 1) or the Individual Agreement.
2. Markets and currencies: On the Hungarian market (Hungarian-language web stores or Hungarian entities), the Service Provider issues invoices in Hungarian forints (HUF); on the international market, in US dollars (USD).
3. Payment due date and methods: The service fee is payable in advance. The billing period may be monthly or annual. Payment may be made:
 - a) By online card payment (recurring charge from the card provided on the first day of the billing cycle);
 - b) By advance bank transfer to the Service Provider's account based on the pro forma invoice or invoice, with an 8-day payment deadline;
 - c) By cash on delivery or other payment method agreed in writing.
4. Tier overage (True-Up): If the actual traffic (UV) of the Customer's web store exceeds the upper limit of the prepaid tier during the billing period, the Service Provider is entitled to apply the higher tier corresponding to actual traffic in the next billing period or to invoice the difference between tiers retrospectively to the Customer.
5. Consequences of late payment: If the Customer is late in paying the service fee, the Service Provider is entitled to claim late payment interest under Section 6:155 of the Hungarian Civil Code (Ptk.) and the statutory debt recovery cost allowance. If the delay exceeds eight (8) calendar days, the Service Provider is entitled to suspend the Customer's access and the operation of tracking scripts until the debt is fully settled, after prior notice. During suspension, the service fee continues to be invoiced unchanged, and the Service Provider is not liable for any loss of traffic or damages arising from suspension.

VIII. SERVICE LEVELS (SLA) AND CUSTOMER SUPPORT

1. Availability: The Service Provider undertakes to ensure 99.5% annual availability of the Software and the tracking scripts/codes to be integrated into the website. Planned maintenance and force majeure events are excluded from availability calculations.
2. Planned maintenance: The Service Provider is entitled to limit or suspend the service for development and maintenance. Planned maintenance shall be announced at least 48 hours in advance and shall preferably be performed during low-traffic periods (e.g. nights or weekends).
3. Customer support response times:
 - Self-Service plan: The Service Provider shall provide a substantive response to technical or administrative inquiries received by email or live chat within 24-48 hours on business days (Monday to Friday, 9:00-17:00).
 - Fully Managed plan: The Service Provider shall provide a substantive response and expert support to inquiries received on the dedicated Slack channel or priority channels within 4-12 hours on business days.

IX. ACCEPTABLE USE AND PROHIBITED ACTIVITIES (AUP)

1. The Customer may use the Service only in compliance with applicable laws, this GTC, and legitimate business purposes.
2. Expressly prohibited activities (Acceptable Use Policy):
 - Copying, modifying, adapting, reverse engineering, or decompiling the Software, tracking codes, or the Service Provider's infrastructure;
 - Using automated systems, bots, or scripts that endanger the performance or security of the Software or collect data from the Platform without authorization;
 - Vulnerability scanning, scanning, or security testing of the Service Provider's systems without prior written consent;
 - Using the Service on websites or to optimize products that violate laws, are illegal, involve fraud, are pornographic or

sexual in nature, incite 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 without compensation and to enforce full damages arising from the breach against the Customer.

X. INTELLECTUAL PROPERTY AND LICENCE TERMS

1. Licence to generated content: With respect to images (visual creatives) and texts generated by the AI system and quality-assured by the Service Provider's experts within the Service, the Service Provider grants the Customer an exclusive, unlimited licence in time and territory.

2. Scope of use: The licence extends in particular to unlimited use of the images and texts on the Customer's own website (web store), in their own marketing materials, on their own advertising and social media channels, and on other direct communication surfaces. The Customer is expressly entitled to modify, adapt, and align the images and texts with their own brand identity.

3. Restrictions: The Customer is not entitled to resell, sublicense, or make available the licence to generated images and texts to third parties for commercial purposes, except for the Customer's own marketing agencies using them solely for the benefit of the Customer.

4. Effect of termination on the licence: The Parties expressly agree that termination of this contract for any reason does not affect the licence to images and texts already created, approved, and delivered to the Customer. They remain at the Customer's unrestricted disposal after termination, and the Customer remains entitled to use them free of charge and without limitation on their own marketing channels.

5. Service Provider intellectual property: The source code of the Software, AI models, underlying algorithms, CRO methodologies, design, Conversion Lift and Optimonk trademarks, brand names, and logos remain the exclusive intellectual property of the Service Provider and are not transferred or licensed except for the generated end products.

XI. DATA PROTECTION AND DATA SECURITY

1. Controller and processor status: The Parties agree that, with respect to visitors, buyers, and users of the Customer's web store, the Customer is the controller of personal data. The Service Provider acts as the Customer's data processor within the meaning of the EU General Data Protection Regulation (GDPR) when operating the Software, running tracking codes, and providing A/B testing statistics.

2. Customer (controller) obligations: It is the sole obligation and responsibility of the Customer to ensure the full lawfulness of personal data processing. The Customer must provide appropriate, transparent privacy information (Privacy Policy) to website visitors, with particular regard to cookies, scripts, and visitor behaviour tracking used by the Conversion Lift software. The Customer must obtain valid consent from visitors (e.g. via a cookie banner) where required by law.

3. Data Processing Agreement (DPA): The Parties shall regulate their detailed rights and obligations relating to processing, the scope of data processed, and technical and organizational security measures in a Data Processing Agreement forming an integral annex to this GTC or concluded simultaneously with it.

XII. CONFIDENTIALITY

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

2. Exceptions: Information that was demonstrably public before disclosure by the other Party, or that must be published under statutory obligation or court or authority decision, is not a trade secret.

3. Duration: The confidentiality obligation binds the Parties during the contract and for five (5) years after its termination for any reason. In case of breach of confidentiality, the breaching Party shall compensate the other Party for all resulting damages.

XIII. WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATION

1. Limited warranty: The Service Provider endeavours to operate the Software and Service without errors and

continuously but does not warrant that the Service will be entirely uninterrupted or error-free or that it will meet every individual business expectation of the Customer. The Software is provided "as is" and "as available".

2. Characteristics of AI technology: The Customer expressly acknowledges that, due to the nature of AI-generated content, the Service Provider cannot guarantee absolute uniqueness of content or that it will not resemble content generated by third parties. Since go-live of content is always preceded by Customer approval, the Service Provider expressly excludes liability for approved content infringing third-party rights (e.g. trademark, copyright, unfair competition).

3. Limitation of liability: Except for liability for intentional misconduct and for breach of contract causing injury to life, limb, or health, the Service Provider excludes liability for any indirect, consequential, or special damages, lost profits, business interruption, data loss, or reputational harm arising from use or inability to use the Service. The Service Provider's total compensatory liability to the Customer may not exceed the service fees actually paid by the Customer to the Service Provider in the three (3) months immediately preceding the occurrence of the damage.

4. Indemnification by the Customer: The Customer undertakes to indemnify and hold harmless the Service Provider against any claims, fines, or costs asserted by third parties arising from unlawful operation of the Customer's web store, unlawful data processing, or breach of the AUP.

5. Force majeure: Neither Party is liable for failure or delay in performing contractual obligations if caused by unforeseeable, unavoidable external cause (force majeure), such as war, natural disaster, epidemic, strike, government measures, or extensive outage of global internet and hosting infrastructure beyond its control.

XIV. CONVERSION GUARANTEE (FULLY MANAGED PLAN)

1. The Service Provider offers a 90-day conversion guarantee on the Fully Managed plan under the conditions set out below.

2. If variants generated by Conversion Lift do not deliver a statistically significant lift over the Control Version within the 90-day period, the Service Provider shall refund the monthly service fee paid for the entire 90-day period.

3. Statistical significance is determined using the methodology applied during A/B testing, with a confidence level of at least 95%, based on sufficient sample size and a properly defined control group, as further detailed in the Individual Agreement or applicable guarantee annex.

XV. AUDIT OF SOFTWARE CODE AND INTEGRATION

1. Audit right: The Service Provider is entitled to verify automatically or, where justified, through experts (audit) whether tracking codes and scripts placed on the Customer's website run properly in accordance with their purpose and whether UV data tracking is accurate.

2. Prohibition of manipulation: If the audit reveals that the Customer intentionally manipulated the tracking code to artificially decrease (fee evasion) or increase UV numbers, this constitutes a material breach of contract, and the Service Provider is entitled to suspend the service with immediate effect and claim three times the fee calculated on the concealed traffic as a contractual penalty.

XVI. TERM, TERMINATION, AND EXPIRATION

1. Ordinary termination:

- For indefinite-term monthly prepaid subscriptions, either Party may terminate the contract without cause in writing (by email or through the Platform cancellation function) effective on the last day of the current billing period (month). Notice must be received at least 5 days before the renewal date.

- For fixed-term or annual prepaid contracts, ordinary termination may be submitted in writing at least 30 days before the end of the current annual cycle. If notice is not received in time, the contract is automatically extended for another annual cycle.

2. Extraordinary termination (immediate effect): Either Party may terminate the contract with immediate effect if the other Party materially breaches an essential obligation arising from the contract and fails to remedy the breach within a reasonable period specified in written notice, but at least eight (8) calendar days. Material breach includes in particular late payment, breach of the AUP, breach of confidentiality, and manipulation of tracking codes.

3. Procedure upon termination: Upon termination, the Customer's access to the Platform and measurement statistics

ends. The Customer must permanently remove the Service Provider's tracking codes from their website within 3 business days. The Service Provider is entitled to delete data relating to the Customer generated or delivered during the service within 30 days after termination, except where retention is required by law. Under Section X, the Customer retains the licence to generated images after termination.

XVII. FINAL AND MISCELLANEOUS PROVISIONS

1. Marketing and reference right: By concluding the contract, the Customer expressly consents to the Service Provider displaying the Customer's company name, trademark, and logo as a reference on its website, in marketing materials, presentations, and case studies. The Customer may withdraw this consent in writing at any time without cause, in which case the Service Provider shall remove the references within a reasonable time (but no later than 14 days).
2. Severability: If any provision or part of this GTC is found to be invalid, void, or unenforceable, this shall not affect the validity of the remaining provisions. The Parties undertake to replace the invalid part with a provision that is economically and legally as close as possible to the original contractual intent.
3. Entire agreement: This GTC and the Individual Agreement (including annexes such as the DPA) constitute the entire agreement between the Parties regarding the Service and supersede all prior oral or written negotiations, promises, or agreements.
4. Governing law: This GTC, the Individual Agreement, and the relationship between the Parties are governed by Hungarian law, in particular the provisions of Act V of 2013 on the Civil Code (Ptk.).
5. Jurisdiction: The Parties undertake to seek to resolve any disputes arising from this contract primarily through peaceful direct negotiations. If negotiations do not lead to a result within 30 days, the Parties submit disputes to the exclusive jurisdiction of the Hungarian courts competent at the Service Provider's registered office (in particular the Debrecen District Court or the Debrecen Tribunal), depending on subject-matter jurisdiction.