

General Terms and Conditions

AimiGate AI Gateway Platform

BerenyiSoft Kft. • Effective: 1 March 2026

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Customer support: support@aimigate.com | Monday–Friday, 09:00–17:00 CET

These GTC apply equally to individual consumers (B2C) and business subscribers (B2B). Rights and obligations that differ under consumer protection legislation (Hungarian Civil Code; Government Decree 45/2014 (II.26.)) are indicated separately at the relevant provisions.

1. Definitions

- 1.1. GTC: these General Terms and Conditions governing the use of the AimiGate platform operated by BerenyiSoft Kft.
- 1.2. AimiGate Platform (Service): the cloud-based AI Gateway software-as-a-service (SaaS) available at www.aimigate.com, enabling unified management, monitoring and secure access to various artificial intelligence APIs and external systems.
- 1.3. Subscription Plan: a subscription tier defined by the Provider (Free, Starter, Professional, Enterprise) within the limits of which the Subscriber may use the Service.
- 1.4. Subscriber: any natural person, legal entity or unincorporated organisation that registers on the AimiGate Platform and uses its Services.
- 1.5. Individual Subscriber (Consumer): a Subscriber who is a natural person using the Service primarily for purposes outside their trade, profession or business (Hungarian Civil Code, Section 8:1(1)(3)).
- 1.6. Business Subscriber: a Subscriber who uses the Service in connection with their trade, profession or business activity.
- 1.7. Subscription Agreement: the GTC and the online registration together.
- 1.8. AI Call: a single request forwarded by the Platform to an AI provider's API.
- 1.9. External System: a third-party API, data source or software system connected to the Platform by the Subscriber.
- 1.10. Audit Log: the event log recorded by the Platform relating to AI Calls.
- 1.11. Business Hours: Monday to Friday, 09:00–17:00 CET.
- 1.12. Business Day: weekdays, excluding public holidays.
- 1.13. Availability (SLA): the guaranteed annual uptime for the applicable Subscription Plan, expressed as a percentage.
- 1.14. Force Majeure: an unforeseeable event that cannot be prevented by human intervention (natural disaster, war, terrorist act, general internet outage, etc.).
- 1.15. Szamlazz.hu: the online invoicing system operated by KBOSS.hu Kft., through which the Provider issues invoices for subscription fees.
- 1.16. Stripe: the online payment service operated by Stripe Technology Europe, Limited, through which card payments are processed.

2. Description of the Service

2.1. The AimiGate Platform

- 2.1.1. The Provider delivers a cloud-based AI Gateway service through the AimiGate Platform, which includes:
 - (a) unified, secure management of various AI APIs (e.g. OpenAI, Anthropic, Google AI);
 - (b) connection of external systems (CRM, ERP, databases, etc.) and provision of authenticated access to them;
 - (c) logging and monitoring of AI Calls and generation of statistical reports;
 - (d) two-factor authentication and role-based access control;
 - (e) subscription management, invoicing and payment functions.

2.1.2. The Service is accessible exclusively via an internet connection, through a browser or API. The Subscriber is responsible for providing the necessary client-side equipment (internet access, browser).

2.2. Subscription Plans

2.2.1. The Provider offers the following Subscription Plans. The content and fees of each plan are published by the Provider at www.aimigate.com/pricing:

| Feature | Free | Starter | Professional | Enterprise |
|----------------------------------|--------------|----------------|-----------------|---------------|
| Monthly fee | HUF 0 | HUF 4,990 / mo | HUF 14,990 / mo | Custom quote |
| AI calls / month | 100 | 2,000 | 10,000 | Unlimited* |
| Connectable systems | 1 | 5 | 20 | Unlimited |
| Two-factor authentication | – | ✓ | ✓ | ✓ |
| Audit log | 30 days | 30 days | 90 days | 1 year |
| Statistics | Basic | Basic | Advanced | Full |
| Support | Email | Email | Priority email | Dedicated SLA |
| Availability (SLA) | No guarantee | 99.5% | 99.9% | 99.95% |

* For the Enterprise plan, 'Unlimited' is subject to fair use policy; in the event of exceptional load, the Provider will consult with the Subscriber.

2.2.2. The Free plan is free of charge and runs for an indefinite period. Paid plans are available on monthly or annual subscriptions, at the current list prices.

2.2.3. Annual subscribers receive the discount published on the Provider's website compared to the monthly fee. The applicable discount rate is shown at www.aimigate.com/pricing.

2.2.4. The Provider may introduce new Subscription Plans or discontinue existing ones in accordance with the rules on amendment of these GTC.

3. Formation of the Subscription Agreement

3.1. Registration

3.1.1. The Subscription Agreement is formed upon registration on the Provider's website (www.aimigate.com). During the registration process the Subscriber expressly accepts these GTC and the Privacy Policy by ticking a checkbox. Upon submission of the registration form and creation of the account, the Subscription Agreement enters into force immediately (Hungarian Civil Code, Section 6:63).

3.1.2. Data required for registration:

- (a) display name;
- (b) email address;
- (c) password;
- (d) for paid plans: billing name, billing address, VAT number (companies only).

3.1.3. The Subscriber must provide accurate information. The Subscriber bears full liability for any damage arising from the provision of false data.

3.2. Right of withdrawal – Individual Subscribers (Consumers)

This clause applies exclusively to Individual Subscribers (consumers) pursuant to Government Decree 45/2014 (II.26.).

3.2.1. An Individual Subscriber may withdraw from a paid subscription without giving reasons within 14 days of commencement of the paid subscription.

3.2.2. The right of withdrawal must be exercised by sending an unequivocal written notice to info@aimigate.com. The withdrawal deadline is met if the Subscriber sends the notice before the expiry of the 14-day period.

3.2.3. The Subscriber acknowledges that if they request commencement of the Service within the withdrawal period and then exercise the right of withdrawal, they are obliged to pay a fee proportional to the Service actually used.

3.2.4. The right of withdrawal does not apply if performance of the Service has commenced and has been completed in full.

3.3. Minimum contract period

3.3.1. For monthly subscriptions, the minimum contract period is 1 (one) calendar month.

3.3.2. For annual subscriptions, the minimum contract period is 1 (one) year. In the event of early termination, fees for the remaining months are non-refundable, except where the right of withdrawal applies.

3.3.3. The Free plan runs for an indefinite period and may be cancelled at any time.

4. Amendment of the Subscription Agreement

4.1. Plan changes

- 4.1.1. The Subscriber may upgrade to a higher Subscription Plan at any time via the AimiGate interface. The higher plan takes effect from the date of activation; the price difference is charged on a pro-rata basis.
- 4.1.2. A downgrade to a lower Subscription Plan takes effect at the end of the current subscription period.

4.2. Unilateral amendment by the Provider

- 4.2.1. The Provider may amend these GTC and the content of Subscription Plans unilaterally in the following cases:
 - (a) the fees or terms of third-party providers used to deliver the Service (AI APIs, payment provider) change;
 - (b) a change in applicable law so requires;
 - (c) security, technical or quality improvements make it necessary;
 - (d) a change in business portfolio.
- 4.2.2. The Provider will notify the Subscriber of any amendment by email and by publication on the website at least 15 days before the amendment takes effect.
- 4.2.3. If the Subscriber does not accept the amendment, they are entitled to terminate the Subscription Agreement before the amendment takes effect. Continued use of the Service constitutes acceptance of the amendment.
- 4.2.4. A price increase applicable to an Individual Subscriber takes effect only from the next subscription period commencing after the mandatory 15-day advance notice.

5. Commencement and Availability of the Service

5.1. Availability

- 5.1.1. The Service is available immediately following registration and – for paid plans – successful processing of the fee.
- 5.1.2. Availability of the Service is guaranteed at the SLA level corresponding to the applicable Subscription Plan (see table in clause 2.2.1). No SLA guarantee applies to the Free plan.

5.2. Suspension within the Provider's sphere of interest

- 5.2.1. The Service may be temporarily suspended:
 - (a) for scheduled maintenance – with at least 3 days' advance notice by email, for a maximum of 4 hours per calendar month;
 - (b) during the nightly maintenance window (23:00–05:00 Central European Time) without advance notice;
 - (c) in the event of a Force Majeure event.
- 5.2.2. If the suspension exceeds the guaranteed Availability level, the Subscriber is entitled to a credit pursuant to clause 12.

6. Restriction of the Service

6.1. The Provider is entitled to restrict or suspend the Service if:

- (a) the Subscriber has been in payment default for at least 8 days;
- (b) the Subscriber uses the Platform for unlawful purposes or contrary to its intended use;
- (c) the Subscriber's conduct endangers the Provider's systems, other Subscribers or third parties;
- (d) the Subscriber provided misleading data during registration;
- (e) the Subscriber exceeds the monthly AI Call limit of their Subscription Plan – in such case the Service may be restricted for the remainder of the month; excess calls are not invoiced separately and will not be fulfilled.

6.2. The reactivation fee required to lift a restriction: HUF 15,000 + VAT.

6.3. No SLA credit accrues during the period of restriction.

7. Termination of the Subscription Agreement

7.1. Ordinary termination

7.1.1. Monthly subscription: the Subscriber may cancel via the AimiGate interface or by email before the end of the current billing period. Cancellation takes effect on the last day of that period.

7.1.2. Annual subscription: the Subscriber may cancel with at least 30 days' notice before the renewal date. In the event of early termination, fees for the remaining months are non-refundable (except where the right of withdrawal applies).

7.1.3. The Provider may terminate with 30 days' written notice if the Subscriber persistently breaches these GTC.

7.2. Extraordinary termination

7.2.1. The Subscriber may terminate the Subscription Agreement with immediate effect if:

- (a) the Provider commits a material breach of contract and fails to remedy it within 15 days;
- (b) insolvency proceedings are commenced against the Provider.

7.2.2. The Provider may terminate the Subscription Agreement with immediate effect if:

- (a) the Subscriber uses the Platform for prohibited, unlawful purposes or to the detriment of others;
- (b) the Subscriber repeatedly commits material breaches of contract;
- (c) the Subscriber fails to settle their outstanding debt within 8 days of a payment reminder.

7.3. Obligations upon termination

7.3.1. Following termination, the Provider retains the Subscriber's data for 15 days and then deletes it. During this period the Subscriber may download their data via the AimiGate interface.

7.3.2. The Subscriber is not released from the obligation to pay any amounts outstanding at the time of termination.

8. Fees and Billing

8.1. Subscription fees

- 8.1.1. Monthly subscription fees for paid Subscription Plans are due in advance at the beginning of each billing period.
- 8.1.2. Annual subscription fees are charged in full at the beginning of the subscription year. Annual subscribers receive the discount published on the Provider's website compared to the monthly rate.
- 8.1.3. The Free plan is free of charge; use of the Service does not give rise to any payment obligation for as long as the Subscriber remains within the Free plan limits and does not upgrade to a paid plan.

8.2. Payment method

- 8.2.1. Fees are payable by credit or debit card via the Stripe payment platform. The Provider does not currently accept bank transfers for recurring subscription fees.
- 8.2.2. Subscriptions renew automatically and are charged to the payment card provided by the Subscriber. Automatic renewal may be disabled at any time via the AimiGate interface.
- 8.2.3. If a card charge fails, the Provider will send a notification and grant a 7-day grace period. After this period the Provider is entitled to restrict the Service.

8.3. Invoicing

- 8.3.1. The Provider issues electronic invoices via the Szamlazz.hu system; invoices are delivered to the Subscriber by email.
- 8.3.2. The payment due date is 8 calendar days from the date of issue. Where fees are automatically charged, the invoice is issued simultaneously with the charge.
- 8.3.3. In the event of a billing dispute the Subscriber may raise a complaint at support@aimigate.com. The Provider will investigate and respond in writing within 30 days.

8.4. Price changes

- 8.4.1. The Provider may unilaterally modify the fees for Subscription Plans at any time. The Provider will notify the Subscriber of a price change at least 30 days in advance by email and on the website. The new fee applies from the first subscription period commencing after the expiry of the notice period.

9. Fault Resolution and Customer Support

- 9.1. Customer Support: support@aimigate.com, Monday–Friday 09:00–17:00 CET.
- 9.2. Fault reports must be submitted in writing (by email). The Provider will log the report without delay.
- 9.3. Target fault resolution times:
 - (a) Critical fault (Service completely unavailable): 4 business hours;
 - (b) Major fault (primary function unavailable): 8 business hours;
 - (c) Medium/minor fault: 3 business days.
- 9.4. The Provider is entitled to engage subcontractors for fault resolution.
- 9.5. Fault report records are retained by the Provider for 1 year from the date of resolution.

10. Rights and Obligations of the Subscriber

10.1. Rights

- 10.1.1. The Subscriber is entitled to use all functions of the AimiGate Platform at the service level corresponding to their Subscription Plan.
- 10.1.2. The Subscriber is entitled to export and download data and configurations uploaded to the Platform at any time.
- 10.1.3. The Subscriber is entitled to modify their Subscription Plan at any time in accordance with clause 4.1.

10.2. Obligations

- 10.2.1. The Subscriber must use the Service for its intended purpose, lawfully and in compliance with these GTC.
- 10.2.2. The Subscriber must ensure the security of their account: use a strong password, enable two-factor authentication (where the plan permits) and keep access credentials confidential.
- 10.2.3. The Subscriber is responsible for all activities carried out under their account, including activities performed by their employees or agents.
- 10.2.4. The Subscriber must provide accurate billing and registration data and update it within 15 days of any change.
- 10.2.5. The Subscriber may not transfer access to the Platform to a third party without the Provider's prior written consent.

10.3. Prohibited use

- 10.3.1. Use of the Platform for the following purposes is prohibited:
 - (a) producing, storing or distributing unlawful content;
 - (b) infringing copyright or industrial property rights;
 - (c) automated mass abuse, sending spam;
 - (d) disrupting the Provider's, other Subscribers' or third parties' systems, or attempting to do so;

- (e) processing third-party personal data without authorisation;
- (f) reselling or commercially brokering the Service without an Enterprise-level written agreement.

11. Rights and Obligations of the Provider

- 11.1.** The Provider undertakes to maintain the Availability level specified in the applicable Subscription Plan (except for the Free plan).
- 11.2.** The Provider is entitled to develop and extend the Platform's functionality or withdraw certain features, subject to advance notice to Subscribers.
- 11.3.** The Provider is not liable for the content, accuracy or reliability of third-party AI APIs integrated by the Subscriber via the Platform. Content generated by AI models does not constitute the Provider's opinion or recommendation.
- 11.4.** The Provider excludes liability for indirect and consequential damages (loss of profit, data loss, business interruption). The cap on the Provider's liability for direct damages is the subscription fee actually paid by the Subscriber for the relevant billing period (one monthly fee for monthly subscribers; one annual fee for annual subscribers).
- 11.5.** The Provider is obliged to process the Subscriber's data in accordance with the Privacy Policy.
- 11.6.** The Provider is not obliged to proactively and systematically monitor content processed by the Subscriber via the Platform, but is entitled to carry out checks where infringement or breach of contract is suspected.

12. Service Credit for Downtime

- 12.1.** If Availability falls below the guaranteed level, the Subscriber is entitled to a service credit as follows:
 - (a) Plans with 99.5%–99.9% SLA: 5% of the affected monthly fee per commenced hour of downtime;
 - (b) 99.95% SLA (Enterprise) plan: 10% of the affected monthly fee per commenced hour of downtime.
- 12.2.** A credit request must be submitted by email within 30 days of reporting the outage. Credits are applied in the next billing period.
- 12.3.** No credit is due if the outage is caused by Force Majeure, a third-party AI API outage, or circumstances within the Subscriber's sphere of interest.
- 12.4.** The Provider excludes any liability beyond the service credit; however, the Subscriber may claim proven direct damages up to the limit set out in clause 11.4.

13. Data Protection and Data Security

- 13.1. The Provider's data processing activities are governed by the AimiGate Privacy Policy, available at aimigate.com/docs/adatvedelem_hu.
- 13.2. By entering into the Subscription Agreement, the Subscriber accepts the Privacy Policy.
- 13.3. Data uploaded by the Subscriber to the Platform and credentials for connected external systems are stored in encrypted form. The Provider accesses them only to the extent necessary for the provision of the Service.
- 13.4. The Provider's data processors are: Stripe Technology Europe, Limited (payments), KBOSS.hu Kft. / Szamlazz.hu (invoicing), Tarhely.Eu Szolgaltato Kft. (infrastructure), Nethely Kft. (email delivery). The full list is included in the Privacy Policy.
- 13.5. The Subscriber, acting as data controller, is responsible for the personal data of third parties processed by the Subscriber using the Platform. In this regard the Provider acts as a data processor.

14. Intellectual Property

- 14.1. The AimiGate Platform – including the software, user interface, documentation, trademarks and trade secrets – is the exclusive intellectual property of the Provider.
- 14.2. The Subscription Agreement grants the Subscriber solely a non-exclusive, non-transferable, limited licence to use the Platform within the limits of the applicable Subscription Plan.
- 14.3. The Subscriber is not permitted to:
 - (a) reverse engineer, decompile or otherwise attempt to obtain the source code of the software;
 - (b) copy or distribute the Platform;
 - (c) use the Provider's trademarks or logo without authorisation.
- 14.4. Content and data uploaded by the Subscriber to the Platform remain the Subscriber's intellectual property; the Provider makes no proprietary claim to them.

15. Confidentiality

- 15.1. Each party undertakes to keep the other party's confidential information in confidence and not to disclose it to third parties other than for the performance of the Subscription Agreement.
- 15.2. Confidential information includes in particular: business strategy, pricing data, access credentials and API keys.
- 15.3. The confidentiality obligation does not apply to information that must be disclosed pursuant to mandatory legal requirements.

16. Complaints and Enforcement

16.1. Complaints handling

- 16.1.1.** Complaints may be submitted by email (support@aimigate.com) or by post (Petőfi Sandor utca 48, 2724 Ujlengyel, Hungary).
- 16.1.2.** The Provider will investigate the complaint and respond in writing with reasons within 30 days.

16.2. Consumer enforcement (Individual Subscribers)

This clause applies exclusively to Individual Subscribers (consumers).

16.2.1. An Individual Subscriber may refer disputes to:

- (a) the territorially competent supervisory office of the National Consumer Protection Authority (www.nfh.hu; Jozsef krt. 6, 1088 Budapest, Hungary);
- (b) an independent Conciliation Body – the body operating alongside the chamber of commerce competent for the Subscriber's place of residence or habitual residence;
- (c) the EU Online Dispute Resolution platform (ODR): <https://ec.europa.eu/consumers/odr>

16.2.2. The Conciliation Body competent for the Provider's registered address is: Pest County Conciliation Body (Etele ut 59-61, Floor II, Door 240, 1119 Budapest, Hungary).

16.3. Governing law and jurisdiction

- 16.3.1.** The Subscription Agreement is governed by Hungarian law, in particular Act V of 2013 on the Civil Code, Act CVIII of 2001 on Electronic Commerce Services, and – for Individual Subscribers – Government Decree 45/2014 (II.26.).
- 16.3.2.** For Business Subscribers, the parties submit to the exclusive jurisdiction of the Csongrad District Court or – depending on the value of the claim – the Csongrad Regional Court.
- 16.3.3.** For Individual Subscribers, the general jurisdiction rules of the Civil Code and the Code of Civil Procedure apply; the Subscriber may also bring proceedings before the court competent for their place of residence.

17. Notices

- 17.1.** Written notice means email or postal letter.
- 17.2.** An email notice is deemed delivered on the first business day following the day of sending.
- 17.3.** The Subscriber's notification email address is the address provided at registration; it may be changed via the AimiGate interface.
- 17.4.** Notice of amendments to these GTC may also be given by publication on the Website.

18. Miscellaneous

- 18.1.** If any provision of these GTC is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions.

18.2. The Provider is entitled to assign its rights and obligations under the Subscription Agreement to a third party subject to advance notice to the Subscriber. The Subscriber may not assign their rights without the Provider's prior written consent.

18.3. These GTC enter into force on 1 March 2026 and remain in effect for an indefinite period.

18.4. The current version of these GTC is available at www.aimigate.com/aszf at all times.

Dated: Ujlengyel, 1 March 2026

BerenyiSoft Kft., as Provider