

GENERAL TERMS OF CONDITIONS

„DietWizard”

Effective: 2025.04.15.

These General Terms and Conditions (hereinafter referred to as “GTC”) contain the terms and conditions for the use of the “DietWizard” mobile application and website (<https://www.dietwizardapp.com>) and the system (hereinafter referred to as “DietWizard”) that is available and usable online and that ensures the operation of software, databases and services. The service in short: for customers who consciously limit their calorie intake, it selects meals based on the category and allergy specified by the user, prepares a nutritional calculation and lists the necessary ingredients (also writes a quasi-shopping list). The service provides the opportunity to reach a dietician (with recommendation and contact information) who - in addition to the “DietWizard” service - can provide additional professional assistance to the user who requires it.

The legal relationship between the Parties is governed by the provisions of these GTC, this document constitutes the entire contract between the Parties (hereinafter referred to as the "Contract").

The Contract is concluded between the User using the services (hereinafter referred to as the “User”) and, on the other hand, Szabó András IE. (registered office: 5630 Békés Mátra utca 11.; e-mail address: andras.szabo.work@gmail.com);, as a service provider (hereinafter referred to as the “Service Provider”), hereinafter jointly referred to as the “Parties”, on the following terms and conditions.

Customer service contact: dietwizardapp@gmail.com

By concluding this Agreement, the User undertakes to fully and continuously comply with the conditions specified in the Agreement and other regulations of the Service Provider, and to fulfill the obligations assumed therein, and the User expressly confirms this commitment by using “DietWizard”. By using “DietWizard”, the User expressly confirms that the Agreement has been validly concluded between the User and the Service Provider with effect from the date of acceptance of this Agreement, and thus the User acknowledges the terms of the Agreement and the obligations assumed therein as binding on him/her.

1. Preamble

1.1. The Service Provider is the exclusive copyright holder, owner and operator of DietWizard. DietWizard and the entire IT system behind it are the Service Provider's own development.

1.2. By concluding this Agreement, the Customer acquires the right to use the DietWizard system. The use of DietWizard is basically free of charge. The DietWizard Premium service can be used against a monthly fee, which is automatically invoiced by the system on the 1st of each month.

2. Subject of the Contract

2.1. The subject of the Agreement is the DietWizard system and other services available in the system (hereinafter collectively referred to as: "Services").

2.2. The Service Provider, in accordance with applicable law and the terms and conditions of this Agreement, grants the User the right to use DietWizard and its functions (hereinafter referred to as the “License”) and provides support and updates to DietWizard under the terms and conditions specified in

the Agreement. In exchange for DietWizard Premium services, the Service Provider pays the User a fee (hereinafter referred to as the "Fee"), under the terms and conditions specified in this Agreement (below).

2.3. The Parties agree that the User only acquires the temporary and non-transferable right to use DietWizard by the Agreement, and the copyright and ownership of DietWizard or any part thereof remain with the Service Provider. The Parties further agree that the License – in accordance with the terms of the Agreement – applies only to the user-level use of DietWizard and only to those services to which the User subscribes, so the User is entitled to use the Premium Services with additional fee obligations only upon payment of the additional fees associated with them. The subscription may be modified or terminated in accordance with the terms specified in the Agreement.

3. Trial version

The Service Provider - in order for the User to be able to try out certain functions of DietWizard (hereinafter referred to as the "Basic Service") - allows the user (hereinafter referred to as the "User") to try out the Premium without concluding a contract via a trial account. The Premium services used during the trial version are available solely for the purpose of presenting and testing the system. Trial access can be requested at the e-mail address andras.szabo.work@gmail.com.

4. Scope of the Agreement

The Premium contract is created by the User voluntarily and freely by registering in the DietWizard system, by clicking on the "Registration" button after accepting these GTC and the Data Management Information; and by using the DietWizard system. Upon termination of the Premium trial period, the User loses his/her user rights or - based on his/her own decision - may subscribe to the Premium service.

5. Conclusion of a contract, use of DietWizard

5.1. The narrower (basic) range of services of the DietWizard system can be used only after registration, but without a subscription. The Customer is obliged to provide the data required by the Service Provider for the use of the system accurately and truthfully.

5.2. The Subscription Agreement shall be concluded in writing, on paper or in electronic form.

5.3. In the event of an active subscription, i.e. during the period covered by the DietWizard Premium fee, the User becomes entitled to use the full range of services.

5.4. It is the User's sole responsibility to ensure that the data provided during the use of DietWizard is true, accurate and up-to-date at all times. In the event of any change in data – in particular a change in the User's login and user data – the User is obliged to notify the Service Provider immediately and provide the new, valid data.

5.5. If the Service Provider detects that the User:

5.5.1. use the DietWizard or DietWizard Premium service on behalf of any other person without authorization.

5.5.2. violates the terms of the Agreement;

5.5.3. Violates the terms and conditions set out in other regulations of the Service Provider;

5.5.4. infringes the Service Provider's intellectual property rights in any way, the Service Provider may suspend the use of the User's accounts - based on the provisions of the Agreement - or delete the user accounts by terminating the Agreement, so that the User can no longer use DietWizard.

6. Subscription, Fees, Discounts, Services

6.1. To use the DietWizard Premium system, the User must have a monthly subscription. Unless otherwise agreed by the parties, this GTC Agreement applies to both the basic functions of DietWizard, as basic services, and the Premium range of services.

6.2. In addition to the use of the basic service, the User may access additional services after paying a monthly fee (hereinafter referred to as the "Subscription Fee"). Online bank card payments are made through the ApplePay and GooglePay systems. Bank card data is not received by the Service Provider.

6.2.1. The monthly fee is always announced in the application and on the website, which includes 27% VAT according to the effective Hungarian tax law rules or, in the case of the Service Provider's tax exemption, its clear indication on the invoice: "AAM".

6.3. Service fee: subscription fees are deducted monthly, on the 1st of the given month. Recurring bank card payment is a function provided by ApplePay and GooglePay service providers, related to bank card acceptance, which means that new payments can be initiated in the future with the bank card details provided by the User during the registration transaction without having to re-enter the bank card details. By using recurring payment and accepting these GTC, the User agrees that subsequent payments initiated in the DietWizard system after a successful registration transaction will be initiated by the DietWizard system without having to re-enter the bank card details and without the User's consent per transaction.

6.4. The Service Provider publishes the fees for each Service on DietWizard's web links (application and website). The Service Provider is entitled to modify the fees for the Services at its own discretion, and the modified fees are effective from the time they are published in the application and on the website.

6.5. The Service Provider is entitled to provide quantity and other discounts, promotional fees, and reduced prices to the Customer at its own discretion. These discounts will be announced on the website and in the application. The Service Provider is entitled to modify the discounts at its own discretion, and the modified fees will be effective from the date of their publication on the indicated web surfaces.

6.6. The Service Provider is entitled to index the monthly fee for the Premium service range. Unless otherwise agreed, the Service Provider is entitled to unilaterally increase the Fees once a year, in the first quarter of each calendar year or on the anniversary of the given subscription, by the consumer price index (inflation rate) published by the Central Statistical Office, without the Customer's consent and any further separate notification, by invoicing the modified Fee. The calculation is based on the amount of the Fee in effect in the year preceding the increase.

6.7. The Service Provider is entitled to unilaterally modify, including increasing, the Fees for Premium Services. The Service Provider shall inform the Customer of the modification of the Fees by e-mail within 72 hours prior to the entry into force of the modification. The modification of the fees shall not affect the fees due prior to their entry into force. If the User does not wish to maintain his subscription with the modified Fees, after receiving the information regarding the modification of the Fees, the User shall be entitled to terminate the Contract as of the date of entry into force of the Fee modification at the latest by the date of entry into force of the fee modification. If the User does not terminate the Contract by the date of entry into force of the Fee modification, this shall be deemed to be acceptance of the proposal to modify the Contract, thus the Fees of the Contract shall be modified as stated in the Service Provider's information, and the Contract shall remain in force with the modified Fees.

6.8. The Service Provider is entitled to modify other aspects of the GTC at any time at its own discretion or in order to comply with changes in legislation. The Service Provider is obliged to inform the Client about the modification on the website. The provisions regarding the modification of Fees shall apply to the application of such modifications.

7. Invoicing

7.1. Invoices for online payment of the Subscription Fee by bank card are issued by <https://szamlazz.hu> (a service of KBoss.hu Kft.). The Customer is obliged to pay the Fees related to the subscription and any public charges related to them (in particular: VAT) after the given settlement period.

7.2. The Subscription Fees and the payment frequency are set out in the terms and conditions set out in this Agreement. The Parties may agree on monthly billing in this Agreement. The Subscription Fee shall be paid by the User in advance during the given Subscription Period. Unless otherwise agreed by the Parties, billing shall be monthly.

7.3. The Service Provider shall always issue the invoice in the name of the Customer, using the data provided by the Customer.

7.4. The Customer expressly and unconditionally consents to the invoice issuer issuing invoices exclusively electronically.

7.5. The Service Provider shall send the electronically issued invoice electronically to the e-mail address provided by the User as the billing e-mail address by the 5th day of each month. The invoice sent electronically shall be deemed delivered upon being sent to the User's e-mail account.

7.6. The Customer's payment obligation is considered fulfilled when the full amount is credited to the Service Provider's account.

7.7. If the payment deadline falls on a holiday, payment must be made on the day before that.

7.8. If the User fails to pay the invoiced amount to the Service Provider within the deadline for settling the invoice, the Service Provider shall give the User an additional 8 calendar days to pay. If the User fails to settle the debt within the additional deadline, the Service Provider shall be entitled, at its own discretion, to terminate the Agreement with immediate effect or to limit or suspend the services until the debt is settled.

7.9. If the User wishes to change his billing information or billing notification email address, he must notify the Service Provider in writing. In the case of invoices that have already been issued, it is not possible to modify the billing information.

8. Content of the Services

8.1. The Services are the functions of the DietWizard system used by the User. Some Services are available to the Customer as part of the subscription without paying a separate fee, while certain other services (hereinafter referred to as "Premium Services") can only be used upon payment of a separate fee. The Services and the Premium Services are defined in this Agreement.

8.2. The Basic Services are made available to the Customer through the use of the DietWizard system. Detailed information on the Basic Services is contained on the DietWizard website. The service relationship with respect to the Basic Services is established under the following conditions:

8.2.1. DietWizard SOFTWARE: The Service Provider grants the Customer permission to use the software with the License pursuant to the Agreement.

8.2.2. DietWizard DATA UPLOAD: The Service Provider uploads the data provided by the User to the DietWizard system for Users who enter into a Premium Contract. After uploading the data, the Service Provider does not make any further changes to the data or record any further data, from now on, only the User performs tasks related to modifying the data.

8.3. With regard to the following Premium Services, the Service Provider merely facilitates contact between the User and third parties providing other services chosen by him/her. With regard to the Premium Services, the service relationship is established under the following conditions:

9. Availability and modification of the Services

9.1. In connection with the operation of the DietWizard system, which is available exclusively online, the Service Provider strives to ensure that the system is available every day of the week, all day long (24 hours a day, 7 days a week). The Service Provider is not obliged to ensure the operation of the Services during the period of pre-announced or regular maintenance, as well as during the period of improper operation of certain functions.

9.2. The Service Provider shall do its utmost to ensure that the Services are continuously available. However, the Service Provider shall not be liable for any interruptions or errors arising from circumstances beyond its control, such as, in particular, any loss of information resulting from disruptions in the operation of the internet network, overload, malfunctions caused by third parties, errors arising from improper handling, or errors caused by the Customer.

9.3. The following conditions apply in relation to the breach of the Contract due to a force majeure event:

9.3.1. The party that causes damage to the other party by breaching the Contract shall be obliged to compensate for it. The party in breach shall be exempt from liability if it proves that the breach of contract was caused by circumstances beyond its control, unforeseeable at the time of conclusion of the contract, and that it could not have been expected to avoid the circumstances or prevent the damage (hereinafter referred to as "force majeure").

9.3.2. If force majeure does not make it impossible to perform the activity to be performed in connection with the Contract, but delays it, the performance deadline shall be extended by the duration of the delay caused by force majeure.

9.3.3. The other party must be notified of force majeure immediately. Any damage resulting from failure to notify shall be borne by the defaulting party. The Service Provider shall notify the User of force majeure through the DietWizard system. If the DietWizard system is unavailable, but the Service Provider has not announced maintenance or other planned service outages in advance, the Parties shall consider the lack of system operation as a notification of force majeure communicated by the Service Provider.

9.3.4. Notwithstanding the above provisions, the Parties agree that the following events are expressly excluded from the scope of force majeure with regard to obligations relating to the payment of Fees:

- given the knowledge of the presence and possible consequences of the virus, the SARS-CoV-2 (corona) virus, all its subtypes, variants and mutations, and any government and official decisions and restrictive measures taken to prevent the spread of the virus, and
- given that the following measures caused by the conflict do not prevent the performance of the Services, any state of war, war readiness, forced conscription, uncertain economic situation, refugee crisis, or any sanctions imposed against Russia or Russian-owned or -affected companies, authorities, institutions (including financial institutions and banks) or other organizations due to or in connection with the armed conflict between Ukraine and Russia.

10. The Service Provider is not responsible for the services and/or content from third parties or their availability, even if the third party service provider was recommended by the Service Provider to the User or the Service Provider acted as an intermediary between the third party service provider and the Customer. Service level and business continuity:

10.1. The Parties shall immediately notify each other of any circumstances that endanger or impede the provision of the Services at an appropriate level.

10.2. The Service Provider guarantees that the use of technical procedures and technologies applied by it during the performance of the Contract is not restricted by the rights of third parties.

10.3. The Service Provider is entitled to use an intermediary (performance assistant). The Service Provider is responsible for the activities of the intermediaries used during the performance of the Service as if it had acted itself.

10.4. Response times, Incident management: The Service Provider strives to ensure a response time within five seconds 95% of the time during the operation of the DietWizard system. However, the Service Provider does not and cannot provide any guarantee, warranty or guarantee regarding response times. The Service Provider nevertheless undertakes to investigate any errors or incidents related to the Service and to take measures to correct the errors. The User expressly accepts that he is not entitled to any warranty or compensation claim regarding the availability of the system and response times. The Service Provider makes a backup of the DietWizard system every night, so that in the event of a critical error or data loss, the system can be restored.

11. Service level assurance, support

11.1. Support, Customer Service

The Service Provider provides product support in addition to the User's subscription. The User may request support via e-mail. The Service Provider will respond to inquiries received via e-mail no later than the end of the second business day from the date of receipt. The Service Provider will inform the User in advance about any support conditions that differ from this.

11.2. Error reporting, complaints

The User has the right to report any objections or complaints regarding the Service Provider's activities and the Services to the customer service, the contact details provided on the website, or through the Service Provider's contact person. The Service Provider is obliged to respond to such inquiries within 30 calendar days.

11.3. Breach of Service Level

If the Service Provider breaches its obligations under this Agreement and thus the DietWizard system is not available during the prescribed operating hours, this shall be considered a breach of service level. In such a case, the User may claim compensation for the damage incurred from the Service Provider. In such a case, the Service Provider shall compensate the damage incurred by reducing the Fees payable by the User, i.e. the User may offset the User's claim against his existing or future Fee claim. It shall not be considered a breach of service level if the damage arises for other Users with access to the User's account.

11.4. Incidents arising from the use of the Client

The Service Provider is not responsible for errors, failures, or incidents arising from the improper use of the User or its affiliated Users, and is not obligated to correct the errors arising from these. The Parties shall agree on the correction of such errors in a separate, pecuniary contract.

11.5. Damages resulting from the fault of a third-party service provider

The following are the related external, third-party services available through the DietWizard system, integrated via so-called APIs: Condominium system integration; Online payment. The Service Provider is not responsible for the operation of these services, the Service Provider is solely responsible for the technical implementation of the integration related to these systems.

11.6. Excluded items from support

11.6.1. The following are not covered by the support and therefore the Service Provider assumes no liability for them.

- Performing system or data repairs that are not attributable to the abnormal functioning of the DietWizard system (in particular: system or database damage, improper use, incorrect data recording, data changes that the User does not immediately report to the Service Provider;

Slowdown, data loss, other errors due to inadequate infrastructure or internet bandwidth; • Errors due to virus infection; • Special training, personal consultation.

12. Termination of Contract, Suspension of Services

12.1. The Contracting Parties may terminate the Contract at any time in writing by mutual agreement.

12.2. The Parties conclude this Agreement for an indefinite period.

12.3. The Parties may terminate the Contract for an indefinite period by giving ordinary notice in writing on the last day of the billing period.

12.4. The Contract shall also terminate on the last day of the billing period if the User does not pay the next monthly fee by the payment deadline stated on the invoice, plus the deadline specified in the payment notice.

12.5. In the event of termination of the Agreement for any reason, the Service Provider shall terminate the User's access to the DietWizard system and all rights granted by this Agreement. Upon the User's express, written request, the Service Provider shall transfer all data managed in the DietWizard system to the User in Microsoft Excel spreadsheet format within 30 days. If the User has not requested the transfer of the data prior to the termination of the Agreement, the Service Provider shall permanently delete the data on the 31st day following the termination of the Agreement.

12.6. The User expressly acknowledges that in the event of termination of the Contract, he/she is not entitled to any refund or discount, but is entitled to use DietWizard under the terms and conditions of his/her subscription until the end of the fixed term of the Contract.

12.7. The Parties agree that the Service Provider is entitled to terminate the Agreement with immediate effect in the event of a serious breach of the Agreement by the User. A serious breach of the Agreement by the User shall be deemed to include, in particular, a delay exceeding the 15-day grace period for payment of the Fee, a breach of the confidentiality obligation under the Agreement, a breach of the provisions relating to intellectual property, and a breach of the provisions relating to liability and prohibitions of the Agreement, use of the system contrary to or incompatible with its purpose, or a clear attempt to do any of the above. The following actions by the User are also considered serious breaches of contract: intentionally providing false or untrue data (except in the case of a demo version), failing to provide information about untrue data, violating any law or other regulations applicable to the User, violating the legitimate economic, business, commercial interest or reputation of the Service Provider, violating the provisions of the Service Provider's regulations (especially its data protection and/or ethics regulations), and violating the provisions regarding the scope of the License.

12.8. The User is entitled to terminate the Contract by express, written, immediate termination in the event of a serious breach of contract by the Service Provider. The following cases are considered serious breaches of contract by the Service Provider: a permanent failure to provide the level of service guaranteed in the Contract, a final court decision establishing the insolvency of the Service Provider, or if the Service Provider breaches its obligation to maintain confidentiality.

12.9. In the event of termination with immediate effect, the Service Provider is not obliged to refund the Fees already paid, but is entitled to retain them as compensation.

12.10. The Service Provider refuses to conclude the Contract or is entitled to terminate the Contract with immediate effect if it becomes aware that concluding the Contract would violate legislation, an international treaty, or is contrary to the Service Provider's regulations or business policy principles, or if performance is not possible due to unavoidable reasons outside the scope of operation of the DietWizard system.

12.11. The Service Provider is entitled to suspend the Services with immediate effect if the User – or any User belonging to him – breaches the Agreement, and in particular if the User is 30 days or more late in paying the Fees. During the period of suspension of the Services, the Customer is not entitled to use the Services and will be blocked from using newer versions, updates, tutorials, and Premium Services. The Service Provider shall terminate the suspension within 3 business days after the Fees have been fully paid.

13. Updates, maintenance

13.1. The Service Provider is entitled to continuously develop, maintain and regularly make DietWizard more efficient with updates. The Service Provider continuously maintains DietWizard and the IT system behind it in order to provide the User with the best possible User experience. The User does not have to pay a separate fee for maintenance.

13.2. The Service Provider undertakes to update the DietWizard system in accordance with any changes in legislation so that the functions always comply with legal requirements.

13.3. The User expressly acknowledges and agrees that during the period of maintenance, development, troubleshooting and updating of DietWizard and the systems and databases underlying it, DietWizard may not be available at all or may be only available to a limited extent. If it can be clearly established that the error occurred on the User's IT system or on the system of the communication service provider with

which the User has a contractual relationship, the Service Provider shall no longer be liable for any error detection, error correction or other obligations.

13.4. The User expressly acknowledges that he is not entitled to any refund, discount or other claim due to the limited or temporarily interrupted availability of DietWizard for less than 24 hours due to updates and/or maintenance, and the Service shall be considered continuous in such a case.

13.5. Communication between the Parties shall be in Hungarian.

13.6. The Parties are obliged to communicate with each other in order to make legal statements related to the Contract via the e-mail address provided by the User in the Contract upon registration. The Parties agree that their electronic correspondence will be expressly accepted as written communication. In the event of confirmation of a communication received by telephone or in another non-written form, the other party is obliged to immediately indicate any discrepancy between the communication and the written confirmation.

13.7. The Parties shall consider non-written communications to be effective upon their written confirmation. In the absence of written confirmation, the communication between the Parties shall not be considered official.

13.8. In the event of termination of the Contract, the Parties shall be obliged to settle accounts with each other.

14. Data protection, data management information

14.1. The User hereby declares that he/she has read the Service Provider's data protection notice (hereinafter referred to as "Data Protection Notice") in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation 95/46/EC (General Data Protection Regulation, GDPR) and has taken note of its contents.

14.2. The provisions of the Data Management Notice form part of this Agreement (GTC). The data listed on the appropriate surface of the website is required for uploading data to DietWizard and its use. A User can only be a natural person who is over 18 years of age, has no legal capacity restrictions, and consents to the management and processing of his/her provided data based on the provisions of the Data Management Notice. The Data Controller does not transfer the data. The Data Controller does not collect or manage the bank account number and bank card number of the Users (Customers), regardless of the method of subscription.

14.3. The Client guarantees that it will process and protect all personal data that may have come to its attention in connection with the conclusion or performance of the Contract in accordance with the applicable laws, in particular the provisions of the European Parliament and the GDPR. The Client declares and guarantees that it has a data protection policy in accordance with the laws and an organizational system that enables the fulfillment of its provisions.

15. Copyright, Scope of the License

15.1. Except for the data entered into the DietWizard system by the User, the sole owner or right holder of DietWizard and all content related to it and used and/or displayed in DietWizard, in particular images, photographs, animations, sounds, music, effects, text, titles, color schemes, data files, icons, logos, and their arrangement, databases, algorithms, software – including the object and source code – (hereinafter

collectively referred to as “Content”) is the Service Provider. The Content is protected by copyright and industrial property laws and international conventions.

15.2. The Customer is only entitled to use DietWizard and any part thereof or the Content under this License, and may not claim ownership of it. The User is not entitled to any copyright or industrial property rights in relation to DietWizard, any part thereof or the Content, and in particular is not entitled to reproduce, distribute, publicly perform, transmit to the public, retransmit to the public, adapt or exhibit. The Customer expressly agrees and acknowledges that it is not entitled to reverse engineer DietWizard or any part thereof and the Content.

15.3. Given that the license granted by the License is limited to the use of DietWizard and is granted solely to the User, the User is not entitled to transfer the License or share it with third parties. The restriction contained in this paragraph does not apply to the sharing of login details for the Profile Management account(s) with persons forming part of the personnel file of a legal entity.

16. Cooperation, Customer Responsibility

16.1. The Parties are obliged to perform their rights and obligations under the Contract in good faith, in cooperation with each other, and are obliged to provide each other with all information related to the Contract.

16.2. The User is entitled to use DietWizard only and exclusively in accordance with the provisions of the Agreement, including in particular the following liability conditions. The User hereby expressly, unconditionally and irrevocably agrees and undertakes the following:

The User is solely and exclusively responsible for compliance with the laws in force in the country where DietWizard is used and in Hungary.

- The User is solely and exclusively responsible for all legal consequences arising from the breach of his/her confidentiality obligation in connection with the Agreement.
- The User is solely and exclusively responsible for the security of the login details associated with their accounts and undertakes not to disclose them to unauthorized persons. The User expressly undertakes to inform the Service Provider immediately in any case where the security of the login details associated with their accounts may have been compromised.
- The Service Provider reserves the right to temporarily deny access to the account(s) if there is reasonable cause to believe that the login details of the Customer's accounts have fallen into unauthorized hands or their security has been compromised in any other way.
- The User expressly consents to the Service Provider investigating the circumstances of the situation in such cases.
- The User is solely and exclusively responsible for knowing and complying with all regulations, guidelines, prohibitions, information and other documents affecting the contractual relationship of all financial institutions (especially banks and/or credit institutions) with which he/she has a contractual relationship.
- The User is solely and exclusively responsible for the authenticity of all communications, information and data (including in particular all account-related data and personal data) and for the security of the communication.
- User hereby acknowledges that the Service Provider assumes that all information and data received from the User's e-mail address or telephone number originate directly from the User. Any potential adverse consequences arising from the provisions of this paragraph shall be borne solely by the User.

- The User is solely and exclusively responsible for all legal consequences arising from the use of DietWizard, and therefore the Service Provider may not be held liable in any way for any business or other decisions arising from any data, facts or information that the User becomes aware of during or in connection with the use of DietWizard.
- The User is solely and exclusively responsible for using DietWizard, especially the software, database and algorithm behind it, as intended, and for maintaining its security and integrity.
- In the event of abnormal operation, the User is primarily obliged to have the infrastructure under his/her own responsibility inspected by an expert and to eliminate the error discovered there. If the cause of the error cannot be identified even after the inspections carried out and cannot be eliminated within his/her own competence, the error must be reported in writing to the Service Provider, providing the data necessary for eliminating the error. Only persons with a DietWizard subscription are entitled to report an error.

17. Limitation of Service Provider's Liability

17.1. The Service Provider is liable for damages caused by breach of the Contract in accordance with the provisions of Act V of 2013 on the Civil Code (Civil Code).

17.2. The Service Provider is not liable for damages due to force majeure events or for the consequences resulting from the fulfillment of official or other official requests.

17.3. The Service Provider is not liable for any consequences or damages arising from the delayed recognition of the falsity of false or falsified payment transactions.

17.4. To the extent permitted by applicable law, the Parties exclude the Service Provider's liability for any loss of revenue or profit, lost sales opportunities, loss of data, costs of purchasing substitute products or services, damage to property, loss of business, loss of business information, or any special, direct, indirect, incidental, economic, punitive, or consequential damages, regardless of the nature of the damage and whether arising from contract, negligence, or other tort, if these arise due to the use or inability to use the services, even if DietWizard has been previously notified of the possibility of such damage. DietWizard also assumes no liability for damages arising from the correct or incorrect use of the services or due to force majeure. The User is solely responsible for saving, archiving and storing their data managed in the services regularly and in a manner commensurate with the significance of the data.

17.5. The liability of the Service Provider, or any of its affiliates, suppliers or customers – arising under and related to the Contract – is in all cases limited to the amount paid to the Service Provider by the User under the Contract, this limitation also extends to any breach of contract by the Service Provider.

17.6. Within the legal framework and with the exceptions set out in the Agreement, neither the Service Provider nor any of its affiliated companies, suppliers or customers shall be liable to the User for any damage, loss, recoverable or unrecoverable claim, cost, incidental, direct or indirect damage, lost or failed to collect profits, savings, and any other financial or non-financial claim arising from any lawful or unlawful conduct of the User or third parties.

17.7. The limitations of liability under this section shall apply to the fullest extent permitted by the laws of the User's country. The User expressly and unconditionally agrees to the limitations under this section.

17.8. The Service Provider is not a healthcare organization, its recommendations do not constitute medical or dietitian advice. The Service Provider may recommend the professional assistance of dietitians who have a contractual relationship with it to Premium subscribers. However, it emphasizes that this may only mean the mediation of professionals who may participate in their independent professional work with Users who are open to this and have entered into a separate contract with them.

The Service Provider is not involved in this latter contractual relationship in any way, as this may be a transaction outside the scope of DietWizard's services.

Due to possible unintentional weight loss related to the Services, the User is advised to consult a doctor in individual cases when using the DieWizard Services to discuss the specific recommendations made by the Service Provider. This applies in particular to users who are already receiving medical treatment or taking prescription medication for a clinically diagnosed condition.

The Service Provider recommends that the DietWizard Services be used under medical supervision and that regular medical check-ups be performed. The Service Provider is not responsible for the actions of the User. None of the content is intended to supplement or replace information provided by a doctor or pharmacist. By accepting these General Terms and Conditions, the User confirms that he or she is solely responsible for his or her health.

In addition, the Service Provider recommends that the User maintain their weight in accordance with the guidelines for a healthy body weight set by the World Health Organization (WHO), which corresponds to a body mass index (BMI) between 18.5 and 25. BMI can be calculated using the following formula: weight (in kg) divided by height (in m) squared.

18. Additional restrictions

18.1. It is strictly prohibited to perform, attempt, participate in, or incite, or otherwise contribute to the following activities in connection with the Agreement and DietWizard:

18.1.1. Reverse engineering, decompiling, hacking, decoding or otherwise obtaining unauthorized access to the source code or object code of the DietWizard software or any other related software;

18.1.2. Sharing the account with third parties without the permission of the Service Provider or providing the account login details to third parties, not including sharing the User's personal data with the Service Provider;

18.1.3. Hacking, disrupting, destroying, or attempting to gain unauthorized access to DietWizard and all related systems and servers, which occurs with inadequate User identification or using inadequate technology and exceeds 30 in one hour. This also includes the use of obviously "hostile" flooding techniques and attempted break-ins;

18.1.4. Sharing or disclosing official communications between the Service Provider and the User with third parties;

18.1.5. Any activity that violates the law, any regulations of the Service Provider or other legitimate interests in connection with the Agreement or the use of DietWizard.

18.1.6. Infringement of the good name of DietWizard or the Service Provider, damage to its business reputation, or violation of its commercial, economic or business interests.

18.1.7. Negatively portraying or attacking DietWizard or the Service Provider on social media or any public forum.

18.1.8. Misuse of User data of other DietWizard subscribers, in particular unauthorized access, use, disclosure to third parties.

19. Content from third parties

19.1. DietWizard and its related websites may occasionally contain websites, links, content or pages belonging to third parties, which the Service Provider displays for the convenience of the User. The Service Provider has no influence over the sites mentioned in this paragraph and the content found on them, does not have access to them, and is therefore not responsible for them. The User expressly acknowledges that he/she may not make any claims against the Service Provider in relation to content originating from third parties.

20. Intellectual property

20.1. The DietWizard system and all other intellectual creations related to it (in particular all copyrighted works and in particular software, all databases, documentation created during the creation of copyrighted works, all trademarks, microelectronic semiconductor topographies, other industrial property rights, protected knowledge, other trade secrets, or other intellectual creations and any combination thereof, regardless of whether the given performance has been registered or not, and regardless of whether the given performance is expressly protected by law or not) (hereinafter collectively: "Intellectual Creations") are protected by applicable laws and international treaties.

20.2. The Service Provider guarantees that the Intellectual Creations are its own creations and that it has the necessary conditions to fulfill the obligations assumed in this Agreement.

20.3. The Service Provider reserves all rights in and to the Intellectual Property. Nothing in this Agreement shall be construed as granting or transferring any rights in or to the Service Provider in or to any part of the Intellectual Property or to any use of the Intellectual Property other than as expressly provided in this Agreement. In particular, the User shall not be entitled to use the Service Provider's intellectual property, including its logo, slogans or the name DietWizard.

20.4. The License only covers the use of the DietWizard system by the User and by users using the User's account with access rights granted by the Service Provider as users in accordance with the provisions of the Agreement, i.e. logging into the system with the User's account details and using the system's functions in accordance with their intended purpose. In the event of non-payment of the Fees, the Service Provider may suspend or revoke the License in accordance with the provisions of this Agreement. The License does not cover the reworking of the Intellectual Creations and thus the DietWizard system, any modification thereof, or any utilization exceeding the user's use of the functions. Furthermore, the User is not entitled to copy the Intellectual Creations, reproduce them on a data medium, reverse engineer them, analyze them, change them or modify them in any other way. In case of doubt, the provisions related to the License shall be interpreted in such a way as to provide the narrowest possible license for use.

21. Confidentiality

21.1. The User expressly acknowledges that the following items are the exclusive property of the Service Provider: the DietWizard system, its individual elements, and all related methods, principles, ideas, procedures, know-how, trademarks, works of art, copyrights - in particular all software, code, lines of code, all graphics, 3D models, textures, and all trade secrets, patents, blueprints, utility models, designs, other industrial designs, prototypes, manufactured products and any other intellectual property rights or other data, information and materials. The Service Provider is the exclusive owner and rightholder of the above, regardless of whether the right exists verbally, in writing or on any other legal basis, and regardless of whether such intellectual property or information or work is protected by law or not. In addition to the above, all other data and information that, based on the nature of the information and/or the circumstances of the disclosure of the information, can reasonably be considered confidential, shall be

the exclusive property of the Service Provider as set forth above (hereinafter collectively and/or individually "Confidential Information").

21.2. Upon entering into this Agreement, the User undertakes to:

21.2.1. will use all reasonable efforts to maintain the confidentiality of the Confidential Information;

21.2.2. take reasonable measures in this regard, including at least those measures that are necessary to protect the confidentiality of any other similar intellectual creation;

21.2.3. upon termination of this Agreement for any reason, promptly return to the Service Provider or destroy – at the Service Provider's option – all Confidential Information in its possession and/or under its control for the use or exploitation of which it has not been authorized to do so after the termination or expiration of the Agreement, and

21.3. The Parties agree that the User may only share Confidential Information with third parties with the prior, express and written permission of the Service Provider. The above does not require the conclusion of separate written agreements with employees and agents subject to written agreements that substantially comply with the requirements of this section, nor with legal advisors, auditors or other professional advisors who otherwise have a professional duty of confidentiality towards clients.

21.4. The User undertakes to pay the Service Provider an amount of HUF 5,000,000, i.e. five million Hungarian forints, as a penalty for breach of confidentiality, within 8 (eight) calendar days of the violation, regardless of the fact and amount of the actual damage, in the event of a breach of any of the obligations set out in this chapter.

21.5. Notwithstanding the above, the obligation of a person obligated to maintain the confidentiality of Confidential Information to protect the confidentiality of information or materials shall cease with respect to any information or materials that:

21.5.1. has become or becomes known to the public regardless of any act or omission of the person concerned;

21.5.2. is disclosed by the Service Provider, as the owner;

21.5.3. it was lawfully brought to the attention of the person concerned by the Service Provider, without an express obligation of confidentiality;

21.5.4. was independently developed by the person concerned through sources or persons whom the person concerned can demonstrate did not have access to the Confidential Information; or

21.5.5. was lawfully known to that person at the time of disclosure, regardless of discussions with or communications made by the parties.

21.6. All Confidential Information provided under the Agreement shall remain the property of the Service Provider, and files, documents and copies thereof containing or referring to Confidential Information shall

be returned to the Service Provider promptly upon written request or destroyed, at the Service Provider's option. The Agreement shall not be construed as granting or transferring any right, license or otherwise, to the User, either expressly or impliedly, in relation to any ideas created, conceived or acquired before or after the Effective Date. Furthermore, nothing in this Agreement shall be construed as granting any right to the User in relation to the use or distribution of any product or service, other than as expressly provided. The User may use the Confidential Information only during the term of the Agreement between the Parties, and only within the scope and under the conditions specified in the Agreement.

21.7. The User's confidentiality obligations shall survive and bind the Client indefinitely from the date of termination of this agreement for any reason.

21.8. Since the breach of the Agreement by the User may cause irreparable harm to the business and other interests of the Service Provider, and since there is no adequate remedy for such breach, the Service Provider may, in addition to other remedies available to it, initiate arbitration proceedings against the User for the return and/or destruction of the Confidential Information and/or the payment of a penalty for breach of confidentiality, or for other claims for breach of this Agreement. In the event that the Service Provider must enforce its rights by legal means, it shall be entitled to claim from the User all costs incurred in this connection, including without limitation reasonable attorneys' fees.

21.9. The Service Provider assumes no liability, guarantee, warranty or any assurance with respect to the Confidential Information provided by it, and neither the Service Provider nor its representatives assume any liability for the accuracy or completeness of the Confidential Information, or for its usability.

21.10. In addition to the above, the Parties expressly and unconditionally undertake to maintain the confidentiality of all information considered as a trade secret related to the Agreement, DietWizard and the data processed therein, during the term of the Agreement and after its termination for any reason, and thus undertake not to disclose or make public, in particular, the following data and information to third parties - without the prior, express, written permission of the other Party. Trade secrets are considered in particular:

21.10.1. During the use of DietWizard, the User becomes aware of all intellectual property rights that are the property of the Service Provider and are subject to legal protection;

21.10.2. During the operation of DietWizard, the Service Provider became aware of all data and information related to the Client's clients and portfolio management;

21.10.3. Concepts and ideas concerning the business and management of the other Party, as well as data and information concerning the business, business relationships and services provided by the other Party;

21.10.4. All communications between the Service Provider and the User (in particular: conversation, e-mail, telephone, SMS, video chat, correspondence);

21.10.5. Any discount, refund, or concession provided to the User by the Service Provider;

21.10.6. Any data, information or facts that may harm the economic, business, commercial interests or reputation of another Party.

21.11. The confidentiality obligation imposed on the Parties shall not apply in the event of an express and binding request from an authority authorized by law (such as the courts, the police, etc.). Furthermore, in the event of a breach of contract by the User, the Service Provider is entitled to use the User's confidential information to the extent necessary to enforce his rights.

23. Miscellaneous Provisions

23.1. If any provision of these GTC or the Contract becomes invalid, illegal or unenforceable, this shall not affect the validity, legality and enforceability of the remaining provisions.

23.2. If the Subscription Agreement does not contain a place of date, the Parties shall consider Békés to be the place of conclusion of the Agreement.

23.3. The Parties shall first of all attempt to resolve any disputes arising from the Contract between themselves, through mutual cooperation.

23.4. The Parties agree to the exclusive jurisdiction of Hungary for the resolution of any dispute arising out of or in connection with the Agreement, in particular regarding its breach, termination, validity or interpretation. The provisions of Hungarian law shall govern any matters not regulated in the Agreement, and the substantive law applicable to the resolution of any dispute shall be Hungarian law.

23.5. The Parties mutually and expressly acknowledge and declare their will with regard to this Agreement that this Agreement shall be validly concluded and enter into force upon the usual web-based acceptance of the GTC (acceptance of the GTC).