

# PlanWalkVR

## General Terms and Conditions

Version: 1.1 | Effective date: 12 October 2026

These General Terms and Conditions govern the use of the PlanWalkVR online building photo documentation and AI-assisted image analysis service, the free trial, subscriptions, the purchase and use of credits, and the rights and obligations of the parties.

The service is software that supports documentation and human professional work. An answer, assessment or report generated by AI does not replace an on-site inspection, verification by a qualified person or construction technical inspection activities regulated by law.

### 1 Service Provider details and contact information

**1.1.** Service Provider: AiPlanLab Korlátolt Felelősségű Társaság, a Hungarian limited liability company, abbreviated as AiPlanLab Kft. (the Service Provider). Registered office and postal address: 2119 Pécel, Termál utca 27., Hungary.

**1.2.** Company registration number: 13-09-239907. Registering court: the Company Court of the Budapest Environs Regional Court (Budapest Környéki Törvényszék Cégbírósága). Hungarian tax number: 32792661-2-13. EU VAT identification number: HU32792661.

**1.3.** Contact and complaints: [info@aiplanlab.com](mailto:info@aiplanlab.com); telephone: +36 70 370 7446. Service website: <https://planwalkvr.com/app/>. Written notices may be sent to the email or postal address specified above.

**1.4.** Web hosting provider: Tárhely.Eu Szolgáltató Kft.; registered office: 1097 Budapest, Könyves Kálmán körút 12–14., Hungary; website: <https://tarhely.eu>; contact: [support@tarhely.eu](mailto:support@tarhely.eu). Other technical service providers are addressed in Section 15 and the Privacy Notice.

### 2 Scope and definitions

**2.1.** These General Terms and Conditions (the Terms) form part of the contract between the Service Provider and the person using the service (the Customer). The Customer may be an individual acting for personal purposes, a sole trader or an organisation. A Consumer is a natural person acting for purposes outside their trade, business, craft or profession. The label used for registration does not, by itself, determine Consumer status.

**2.2.** Under these Terms, the service is available to Customers residing or established in the European Union or the European Economic Area. The person registering and every invited User must be at least 18 years old and have the legal capacity required to enter into the contract. A person acting for an organisation must have appropriate authority to represent it or act on its behalf.

**2.3.** User: a natural person accessing the service through a personal account. Workspace: a unit bringing together the Customer's projects, members and service allowances. Project: an organisational unit for buildings, floors, rooms and the associated documentation. Content: uploaded images, floor plans, text, questions, other data and related documentation.

**2.4.** AI: an analysis system based on artificial intelligence and operating on a probabilistic basis. Credit: an accounting unit used to access specified service operations. Credits are not money, do not bear interest and

are not a general means of payment; this does not affect any right to a monetary refund under applicable law or these Terms.

**2.5.** The service plan, duration, allowances and price applicable to the Customer are determined by the plan description displayed before registration or the offer communicated and accepted before the relevant purchase. An express individual agreement prevails in the event of a conflict, but may not depart from mandatory law to the detriment of a Consumer.

### **3 Registration and conclusion of the contract**

**3.1.** Registration requires accurate and current identification and contact details and, where required for the transaction, billing details. The person registering must update any changed details in their account or notify the Service Provider. Input errors can be corrected before an order is submitted; afterwards, corrections may be requested at the contact email address.

**3.2.** An offer to register may be submitted only after the Terms have been reviewed and expressly accepted. The Service Provider confirms registration electronically; the free service contract is concluded when registration is accepted and the email address is verified. Confirmation must arrive without delay and no later than 48 hours after submission; otherwise, the person registering is released from their offer.

**3.3.** The contract is concluded electronically as a contract in writing. The Service Provider electronically files the contract and retains the accepted terms and contractual declarations in a form that allows their content to be reproduced unchanged and the person making each declaration and its date and time to be identified. The version and language of the accepted Terms are also recorded. The accepted terms and essential contractual details are supplied to the Customer on a durable medium, by email or as an email attachment. The filed contract remains accessible afterwards; the Customer may request their copy at [info@aiplanlab.com](mailto:info@aiplanlab.com).

**3.4.** The contract may be concluded in Hungarian or English. Both the Hungarian and English versions of the Terms may be accepted independently as contractual terms; neither is merely an informational translation. The language of the contract and its governing language version are those expressly accepted by the Customer when entering into the contract, as stated in the Service Provider's confirmation. Both versions set out substantively identical rights and obligations. In the event of a difference in interpretation, the language version accepted for the relevant contract governs, without prejudice to mandatory rules of interpretation protecting Consumers. A subsequent change to the interface language does not, by itself, change the language of the contract or the accepted terms.

**3.5.** Account login credentials must be kept confidential; an account is not intended for shared use. Suspected unauthorised access must be reported to the Service Provider without delay. The Service Provider does not request a User's password by email. Users are not responsible for security failures within the Service Provider's sphere of responsibility that are not attributable to them.

### **4 Workspaces and User permissions**

**4.1.** Individual and company Workspaces may be created. For a company Workspace, the Customer may invite additional Users up to the number permitted by the accepted plan. The Workspace owner must assign members access appropriate to their actual tasks and revoke access that is no longer needed.

**4.2.** Viewing permission does not authorise editing, uploading or deletion. A User authorised to perform those actions must act within their permissions for the relevant Project and the Workspace allowances.

Inviting a User does not grant unrestricted control over the Service Provider's system or other Customers' data.

**4.3.** Before an operation charged in credits is started, the interface must clearly identify the Workspace to be charged and the charging conditions. The Workspace containing the Project may differ from the Workspace bearing the cost if the interface clearly indicates this and the User is authorised to use that credit allowance. The charging of an operation completed in the background must not change merely because the view or Project is subsequently switched.

**4.4.** Access to a Workspace or Project does not imply unrestricted access to all participants' personal AI conversations. Access to individual conversation histories and justified access by the Service Provider are governed by the application's permissions and the Privacy Notice.

## **5 Free trial and service allowances**

**5.1.** The standard free trial lasts 90 calendar days, starting upon successful verification of the email address. The allowances and features disclosed before registration are available during the trial. The Service Provider may extend the trial individually or under a promotion and will notify the Customer of the extension and the new expiry date.

**5.2.** The accepted plan description specifies the limits on Projects, buildings, floors, rooms, Users, storage and operations, and the initial credit allowance. Changes to default allowances for later registrations do not, by themselves, reduce the allowances of a trial already accepted. Exhausting an allowance may result in rejection of the relevant new operation; it does not authorise deletion of existing Content without prior notice.

**5.3.** The free trial does not automatically convert into a paid subscription, and its expiry does not automatically create a payment obligation. Paid access or additional credits require a separate order placed with knowledge of the price and conditions. Automatic charging may be introduced only under a subsequent express agreement to that effect.

**5.4.** Ordinary application features cease to be available when the trial or purchased access period expires. The Customer may sign in to view the expiry details, manage subscription matters and export images to which they have access under their permissions. Section 14 governs data retention and deletion notices.

## **6 Subscriptions credit purchases and payment**

**6.1.** Following an in-app request for a plan or credits, the Service Provider sends an individual payment request and purchase offer. The request does not, by itself, result in automatic charging. Before payment, the offer must specify the selected plan or number of credits, the relevant Workspace, service allowances, the total amount payable and currency, tax treatment, offer validity and payment deadline, access duration and commencement conditions, and the rules on credit allocation and expiry. The offer and Terms are available before purchase in a form that can be saved and subsequently reproduced.

**6.2.** Consumers must be informed of the total price payable, including taxes. The currency of the offer issued in HUF or EUR governs the relevant transaction. Any additional charge payable by the Customer and known in advance may be imposed only if disclosed beforehand. Fees charged by the Customer's own bank are governed by the applicable banking agreement.

**6.3.** The paid contract is concluded by express acceptance of the offer within its validity period. An identifiable bank transfer matching the payment request constitutes acceptance of the offer if the offer clearly stated this in advance and the terms to be accepted were accessible before payment; in that case, no

separate acceptance button is required. The Service Provider confirms the transaction, accepted terms and information on Consumer rights by email. A payment request is not an invoice; the Service Provider separately fulfils its statutory invoicing obligations. A bank transfer does not, by itself, replace the separate declaration required for early performance under Section 10.

**6.4.** Separately purchased credits are credited within one Hungarian business day after the funds reach the Service Provider's bank account and the payment can be identified. A subscription for new or expired access is activated within the same period if the start date specified in the offer has arrived and performance may commence under Section 10; otherwise, activation takes place on the later start date specified in the offer or when the statutory waiting period has ended. A renewal or plan change with a future start date is scheduled and confirmed within that one-business-day period. Hungarian public holidays and officially rescheduled working days apply when calculating business days. If a payment reference is incorrect or missing, the Service Provider initiates clarification without undue delay. Crediting credits does not replace the declaration required for early performance.

**6.5.** Purchasing credits does not, by itself, extend the trial or Workspace access period. The Service Provider specifically draws attention to this in the offer. If access has expired, the offer must clearly state how and from when the purchased credits can actually be used. No purchase may be accepted where an impediment to use has not been clearly disclosed to the Customer in advance.

**6.6.** Repeated technical processing of a payment or credit allocation relating to the same transaction does not create an additional payment obligation or duplicate credit allocation. In the event of an erroneous payment or incorrect credit accounting, the parties will clarify the matter and, if an error is established, the Service Provider will correct the balance or make the appropriate refund.

**6.7.** A paid plan applies to a specified Workspace for the fixed monthly or annual access period stated in the offer. Individual and team plans are available; the choice does not, by itself, determine whether the Customer acts as a Consumer or a business or which tax treatment applies. A plan may be purchased before the 90-day trial ends. The paid period starts upon activation; any remaining trial time is added only if expressly included in the offer. The confirmation states the activation and expiry dates.

**6.8.** Monthly access lasts one calendar month and annual access twelve calendar months from the activation date. Expiry falls on the same numbered day of the relevant later month or, if that day does not exist, on the last day of that month. The precise start and end times of access and credit periods are recorded in the account using the Europe/Budapest time zone. Changing the interface language or the User's location does not change how these periods are calculated.

**6.9.** Subscriptions do not renew automatically; there is no automatic card charge or obligation to pay for a new period. Continuation requires a new request, acceptance of the offer and payment. A renewal arranged and paid for before expiry to ensure continuity starts when the previous paid period ends; for reactivation after expiry, the confirmation specifies the start date. No payment may be demanded for a period that has not been ordered. Sections 5.4 and 14 govern the consequences of expiry.

**6.10.** As a rule, a plan change takes effect at the end of the period already paid for. Before the change, the Service Provider specifies the new plan, allowances, total price, start date and duration. The Customer may request an earlier change, but it requires a separately accepted offer. That offer must specify how the remaining period and fees already paid will be credited, any difference payable or refund due, the next expiry date, and the treatment of storage and credit allowances. An earlier change and pro-rata adjustment are not automatic; no new payment obligation may arise without express acceptance. Mandatory Consumer rights remain unaffected.

**6.11.** Before a downgrade and when activating it, the Service Provider checks whether the Workspace fits within the selected allowances. If a limit is exceeded, the Service Provider explains the impediment and the necessary adjustment in advance. A plan change does not authorise arbitrary deletion of images or Projects or automatic removal of members. A lower plan cannot be activated until the usage fits within its allowances; the previous paid plan does not, however, renew automatically. If the lower plan has already been paid for but cannot be activated on the scheduled date, the Service Provider initiates clarification; unless otherwise agreed, the fee for the plan that cannot be activated is refunded within 14 days. Export and retention rights that continue after expiry remain unaffected.

**6.12.** With active access, an archived Project can be viewed and exported, but cannot be edited, receive new uploads or be used to start new AI operations. An archived Project does not count towards the active Project limit, but its Content continues to count towards the storage allowance. Reactivation requires active access and sufficient Project capacity. Archiving does not replace the data export or retention rules in Section 14.

**6.13.** Merely not using access made available in conformity with the contract during the purchased period does not, by itself, create a right to a pro-rata refund. This does not exclude Consumer rights under Sections 10–11, financial settlement following a breach by the Service Provider or permanent discontinuation of the service, or any separately agreed refund. Failure to renew is not the same as retroactively cancelling the current period.

## **7 Credit accounting and coupons**

**7.1.** The operations charged in credits and the method of calculation are specified in the pricing or operation information accessible before the operation starts. Where costs vary, the basis of calculation and the authorised maximum must be disclosed. No amount above that maximum may be charged without further consent. A temporary reservation of credits may be used, but any unused reservation must be released.

**7.2.** Separately purchased credits, credits included in a subscription and free credits must be recorded separately so that their origin, use and any expiry date can be established. Expiry may apply only under a condition clearly disclosed before allocation or purchase. If a separate credit purchase offer does not specify an expiry date, the separately purchased credits do not expire merely through the passage of time; this does not alter statutory limitation rules. The specific rules in Section 7.7 apply to the monthly subscription credit allowance.

**7.3.** Credits deducted for an operation that fails technically and ends without performance will be restored by the Service Provider. The Customer may also request correction of an accounting error by email. Duplicate deductions unrelated to actual performance of the service are not permitted.

**7.4.** A discounted or free coupon may provide the persons or Workspaces specified in a promotion with credits, a trial extension or another precisely defined benefit. Before redemption, the promotional conditions must specify eligibility, the benefit, the redemption deadline, overall limits and limits per person or Workspace, and any expiry date for use.

**7.5.** Unless the promotion provides otherwise, a coupon may be redeemed once per Workspace, regardless of the number of members. Coupons and free credits may not be resold or exchanged for cash. This does not affect rights relating to paid credits or mandatory Consumer refunds. In the event of proven misuse, only the benefit obtained without entitlement may be withdrawn, with reasons and an opportunity to complain.

**7.6.** The Service Provider may change prices for future operations in accordance with Section 16. The charging rules for an operation already started may not be changed retroactively; a change may not override any expressly guaranteed usage value of a previously purchased package.

**7.7.** The number of credits specified in a paid plan is a monthly usage allowance, including for annual subscriptions. The allowance becomes available when access begins and at the start of each subsequent monthly credit period; the annual quantity is not provided in one allocation in advance. The monthly renewal date is based on the original activation day; if that day does not exist in a month, the last day of that month applies, with the original day applying again in later months. Unused monthly plan credits expire at the end of that monthly period, do not accumulate, cannot be carried forward and are not, by themselves, redeemable for cash. The Service Provider clearly discloses this before purchase. A technical delay in allocation must not reduce the opportunity to use the service provided for in the contract; if such an error occurs, the Service Provider will restore that opportunity or provide the remedy required by law.

**7.8.** Separately purchased credits and credits received through a trial or coupon do not become monthly plan credits and do not expire merely because the plan's monthly renewal date is reached. Active service access is required to use them; their other conditions are set out in the original offer or promotion. Of the allowances eligible for the relevant operation, the system uses the credits that expire soonest first. The origin of paid and free allowances must also remain identifiable when handling Consumer refunds and accounting errors.

## **8 Proper use of the service**

**8.1.** The service provides organisation of building photographs and related data, comparison of dates and conditions, and AI assistance under the available plan. Only the features promised in the plan description form part of the service; a presented future development, mock-up or Coming Soon label does not constitute an available service.

**8.2.** Use requires a suitable internet connection, a supported up-to-date browser and sufficient device capacity for the relevant operation. Camera, panoramic photography and other device-dependent features depend on the capabilities of the device and browser and on the permissions granted. The Service Provider makes material technical requirements and known compatibility limitations accessible before an order is placed.

**8.3.** Circumventing permissions, quotas or safeguards, unauthorised automated data extraction, overloading the system, uploading malicious code and obtaining another person's data without authorisation are prohibited. Customers may upload only Content that they are entitled to process and transmit and, where personal data is involved, for which they have an appropriate legal basis.

**8.4.** The Service Provider may carry out reasonable maintenance, security updates and troubleshooting. Where possible, advance notice is given of foreseeable maintenance involving material downtime. Continuous uninterrupted access or a specific availability percentage is promised only under an individual service level agreement; this does not exclude the obligation to perform in conformity with the contract or statutory remedies.

## **9 Limitations and verification of AI results**

**9.1.** AI responses result from automated probabilistic processing. They may be inaccurate, incomplete, outdated, inconsistent or factually incorrect, and may contain technical or legal references that appear genuine but do not exist. Results for the same question may differ. The Service Provider does not guarantee the professional accuracy, completeness or fitness for a particular purpose of individual responses, or the achievement of any specified result.

**9.2.** Images cannot reliably reveal every concealed structural defect, material property, dimension, load-bearing capacity, issue of mechanical or electrical compliance, or hazard associated with work. The fact that

AI does not identify a defect or hazard does not establish that a building, structure or work process is safe or compliant.

**9.3.** Before using an AI result, the User must verify it against the specific circumstances, original documents, on-site conditions and applicable requirements, involving a suitably qualified professional where necessary. The User is responsible, within their own sphere of decision-making and verification, for using the result in a professional decision, construction instruction, cost calculation or document supplied to a third party.

**9.4.** An AI response, exported assessment or draft report is not an official document, expert opinion, certificate of conformity, on-site inspection, designer's instruction or performance of regulated construction technical inspection duties. The designation AI Technical Inspector refers to a software feature and does not mean that it replaces a person holding a regulated professional qualification or authorisation. The service must not be used as the sole basis for decisions affecting life, health or the safety of property.

**9.5.** A professional error in an AI response, a difference from the User's assessment or failure to achieve a desired result does not, by itself, create an automatic entitlement to a cash or credit refund. Credits pay for carrying out the analysis operation described in advance, not for a guaranteed professional conclusion. This provision does not apply to an operation that was not actually performed, an accounting error or non-conforming performance of a promised feature, and may not be used to exclude mandatory Consumer remedies.

**9.6.** Interactions with AI and results generated by AI must be clearly identified as such. When sharing results with a third party, the User must not present an unverified AI result as a verified human expert opinion. Any inaccuracy may be reported through the interface or at the contact address.

## **10 Consumer withdrawal and cancellation**

**10.1.** A Consumer may withdraw from a distance service contract without giving a reason within 14 days of its conclusion; if performance of the service has already begun, the Consumer may cancel it without giving a reason within the same period. It is sufficient to send the notice before the deadline expires. If the required information is not provided, the period is extended as prescribed by law.

**10.2.** This right may be exercised using the model form in Annex 1, another unequivocal written statement sent to [info@aiplanlab.com](mailto:info@aiplanlab.com) or the Service Provider's postal address, or the online withdrawal function. Use of the model form is not mandatory; sufficient information to identify the contract and the Consumer must be provided.

**10.3.** An easily accessible Withdraw from contract function is continuously available during the withdrawal period under My Account at <https://planwalkvr.com/app/>. The Consumer may enter their name, details identifying the relevant contract and an electronic address for confirmation, and submit the notice using the Confirm withdrawal function. Without undue delay, the Service Provider acknowledges the content of the notice and the date and time of its submission on a durable medium.

**10.4.** A Consumer may request that paid performance begin before the end of the 14-day period by making a separate express declaration. General acceptance of the Terms, the allocation of credits or simply signing in does not constitute such a declaration and does not extinguish the right of withdrawal. Without an express request, paid performance may begin only after that period has ended.

**10.5.** If, after receiving appropriate information in advance, a Consumer expressly requested early performance and then cancels within the period, they are required to pay only an amount proportionate to the service actually performed up to notification of cancellation, relative to the total contractual price.

Merely crediting unused credits does not constitute full consumption of the underlying service. Credits provided free of charge cannot be used as a basis for deducting money from a refund.

**10.6.** Following full performance of a service, a Consumer may lose this right only if all statutory conditions are met; in particular, the Consumer must have expressly requested performance in advance and acknowledged beforehand that full performance would extinguish the right of withdrawal or cancellation. A different exception applicable to digital content does not automatically apply to service credits.

**10.7.** Following a valid withdrawal or cancellation, the Service Provider refunds the amount due no later than 14 days after becoming aware of it, taking account of the lawful proportionate settlement described above. The original payment method is used unless the Consumer expressly accepts another method that does not cause them additional costs. A mandatory monetary refund may not be replaced with credits without the Consumer's consent.

**10.8.** A Customer acting in a business capacity has the above Consumer right only if separately agreed. This does not affect either party's other rights relating to non-conforming performance, breach of contract or termination of the service.

## **11 Non-conforming performance and Consumer remedies**

**11.1.** The Service Provider must supply a service that complies with the accepted description, contractual commitments and conformity requirements under applicable law. Mandatory security and other updates and information about them are provided for the period required by law. A digital service supplied continuously must conform to the contract throughout the contractual period.

**11.2.** In the event of non-conforming performance, a Consumer may primarily request that the service be brought into conformity free of charge and, in the cases prescribed by law, is entitled to a proportionate price reduction or termination of the contract. The service must be brought into conformity within a reasonable time and without significant inconvenience. A serious defect, an unsuccessful remedy, refusal to bring the service into conformity or another statutory condition may give immediate access to further remedies.

**11.3.** Statutory restrictions apply to termination for a minor lack of conformity in a paid digital service; the Service Provider bears the burden of proving that the lack of conformity is minor. Mandatory Consumer rules govern the burden of proof, time limits for bringing claims and refunds. The AI limitations described in Section 9 do not constitute a general waiver of those rights.

**11.4.** Users may report a defect through the Feedback feature or by email, describing it and identifying the relevant operation where possible. Passwords, secret keys or unnecessary personal data must not be requested. Such a report is not a prerequisite for exercising rights before an authority or court and does not restrict statutory time limits for claims.

**11.5.** The Service Provider gives a separate commercial guarantee for the service only by an express statement to that effect. The absence of such a guarantee does not affect its statutory liability for conformity or other obligations imposed by law.

## **12 Scope of liability**

**12.1.** The Service Provider is responsible for the service operating in conformity with the contract but does not certify AI results through individual expert review. Consistently with the limitations clearly described in Section 9 and to the extent permitted by law, it does not accept liability for damage resulting from the use of an unverified AI result as an independent professional decision, inaccurate input supplied by the User or

misuse of the service. The cause of the damage, the parties' conduct and their respective spheres of responsibility must be assessed in each case.

**12.2.** In dealings with business Customers, subject to mandatory statutory exceptions, the Service Provider is not liable for indirect loss, loss of profit or loss arising from the failure of a transaction between the Customer and a third party. This limitation forms part of the contract only if separate attention has been drawn to it and any express acceptance required by law has been obtained.

**12.3.** No provision excludes or limits liability for an intentional breach of contract, a breach causing death or injury to physical integrity or health, or any other liability that cannot be excluded by law. Mandatory Consumer rights, rights relating to the protection of personal data and statutory claims for damages cannot be removed by a general exclusion of liability.

**12.4.** Users must take reasonable steps to mitigate loss, in particular by obtaining professional verification of significant decisions and retaining their own copies of essential documentation. This does not release the Service Provider from its agreed data security and retention obligations. A failure by an external provider or a general technical disruption does not, by itself, automatically exempt the Service Provider from liability.

## **13 Content and intellectual property**

**13.1.** The Customer or original rights holder retains the rights to uploaded Content. By uploading it, the Customer grants the Service Provider only the non-exclusive licence necessary to perform the contract, covering storage, technical copying, creation of previews, display to authorised persons, export and the AI processing requested. That licence may be sublicensed to a service provider only to the extent necessary to perform the service.

**13.2.** Content may not be used independently for advertising, as a public reference or to train the Service Provider's own AI model without separate appropriate authorisation. After the service relationship ends, the licence continues only to the extent necessary for lawful data retention, export, backups, enforcement of rights and deletion.

**13.3.** The Customer may use AI results in compliance with the law and third-party rights. The Service Provider does not guarantee that a result is unique, eligible for copyright protection or different from results received by other Users. Users must verify that quotations, references, personal data and other protected elements may lawfully be used.

**13.4.** The software, interface, the Service Provider's own documentation and PlanWalkVR brand elements are the intellectual property of their respective rights holders. The contract grants a right limited in time and scope to use the service for its intended purpose; it does not transfer rights to source code, trade marks or ownership. Uses expressly permitted by law may not be prohibited.

**13.5.** Unlawful or infringing Content may be reported to [info@aiplanlab.com](mailto:info@aiplanlab.com), clearly identifying the Content and the grounds for the report. The Service Provider investigates without undue delay and takes necessary and proportionate action. If a restriction is imposed, the affected person is informed of the reason and the opportunity to object, unless prohibited by law or the need to protect the investigation.

## **14 Expiry suspension termination and data export**

**14.1.** The Customer may request termination of the service relationship at any time through the means provided in their account or by email. Deleting an account, closing a Workspace, leaving a Project and terminating a paid contract may be different actions; the Service Provider provides clear information about

their consequences. Deleting a personal account does not, by itself, authorise deletion of company Content managed by other authorised persons.

**14.2.** After the trial or paid access expires, the Service Provider retains the Workspace's Project data and images for 180 days, unless an authorised person requests earlier deletion or the law requires a different procedure. During that period, authorised Users can export images. The Workspace owner receives email notice at least 30 days before the planned date of permanent deletion. Deletion due to expiry may take place only after both periods have elapsed.

**14.3.** A timely extension of access or reactivation accepted by the Service Provider stops the deletion process associated with that expiry. For a Workspace that expired before this condition was introduced, the 180-day period starts no earlier than individual notification that the condition applies. This rule does not automatically shorten a longer retention period previously promised.

**14.4.** The 180-day rule does not mean that all data is retained for the same period: the recycle bin for images deleted by Users, chat histories, logs, invoices and records needed to enforce rights may have different retention periods. Details are provided in the information for the relevant feature and in the Privacy Notice. A Customer's deletion request does not override mandatory statutory retention.

**14.5.** Export covers images accessible under the relevant permissions and the associated data provided by the service, in a commonly used machine-readable format. Plan limits or expiry of a trial do not exclude a Consumer's mandatory rights to access and retrieve their own non-personal Content when the digital service ends. Rights relating to personal data may also be exercised separately.

**14.6.** In the event of a serious or repeated breach of contract, proven misuse, a security risk or a binding measure imposed by an authority, the Service Provider may restrict access to the extent necessary. Where possible, it first issues a warning and allows a reasonable period to remedy the issue. In an urgent situation, it may act immediately but provides reasons afterwards unless prohibited by law.

**14.7.** The Service Provider may terminate an indefinite-term framework service contract on ordinary notice of at least 30 days. Purchased fixed-term access is provided for the promised period, except in the event of lawful termination for cause. If the service is permanently discontinued, the Service Provider allows an appropriate export period and settles amounts prepaid for services not performed.

**14.8.** Expiry or technical closure of an account does not, by itself, automatically extinguish claims arising from paid credits. The Service Provider refunds the price of purchased credits that cannot be used because of permanent discontinuation within its sphere of responsibility. Settlement following the Customer's voluntary termination is governed by the accepted offer and mandatory law; a free benefit does not create a cash entitlement.

## **15 Data protection and technical service providers**

**15.1.** A separate Privacy Notice describes the purposes, legal bases, retention periods and recipients of personal data processing, any international transfers and data subject rights. Accepting the Terms does not constitute general consent to personal data processing. Newsletters and non-essential marketing communications may be sent only subject to the separate conditions applicable to them.

**15.2.** The Customer may be an independent controller of personal data processed in their own Project; the Service Provider may act as a processor when storing and technically processing that data. A data processing agreement complying with Article 28 GDPR must apply to that relationship. The Service Provider is independently responsible for its own processing for account management, billing and security purposes.

**15.3.** Technical service providers may include Tárhely.Eu for web infrastructure, Cloudflare for R2 image storage, OpenAI for AI processing through its API and Microsoft for service-related email. The precise legal entities, processing roles and subcontracting conditions are set out in the Privacy Notice and, where applicable, the data processing agreement.

**15.4.** Cloudflare R2 image storage uses the EU jurisdiction storage setting. This does not, by itself, mean that every related processing activity of every service provider takes place exclusively within the EU. Under OpenAI's published default terms, data sent to its API is not used for model training unless separately enabled; processing and limited retention may nevertheless take place to perform the requested operation and prevent abuse. Not being used for training does not mean that no data is transferred or retained.

**15.5.** Customers must avoid uploading personal data unnecessary for the service's purpose, in particular special categories of personal data or secret access credentials. Before starting AI processing, they must consider whether processing the persons, trade secrets and protected documents appearing in the image or text is lawful. The Service Provider may not rely on this obligation to shift its own data protection obligations to the Customer.

## **16 Changes to the Terms and the service**

**16.1.** The Service Provider may amend terms applicable in the future for reasons relating to changes in law, information security, technological compatibility, verifiable changes in the service environment or material development of the service. The reason and extent of the change must be objective and proportionate; this clause does not grant an unrestricted right to make unilateral changes.

**16.2.** As a rule, the Service Provider gives at least 30 days' advance notice by email of a change materially affecting an existing contract, specifying the change, its reason, effective date and the related termination options. For an immediate security measure or a measure required by law, the shortest necessary notice period may apply, with appropriate information.

**16.3.** A Consumer digital service may be modified beyond what is necessary to maintain conformity only subject to the statutory conditions, a valid contractual reason, no additional cost and clear information. If the modification adversely affects access or use to more than a minor extent, the Consumer has a right to terminate free of charge under the statutory conditions, generally within 30 days of notification or the modification, whichever is later.

**16.4.** The promised content of services already paid for, the price of an operation already approved and existing claims may not be changed retroactively. Continued use of the interface does not, by itself, replace any renewed express consent required by law. The Service Provider makes the current Terms and the previous version applicable to the Customer accessible.

## **17 Complaints and dispute resolution**

**17.1.** Complaints may be submitted by email to [info@aiplanlab.com](mailto:info@aiplanlab.com), by telephone on +36 70 370 7446 or by post to 2119 Pécel, Termál utca 27., Hungary. The Service Provider investigates and remedies oral complaints immediately where possible. If that is not possible or the Consumer disagrees with how the complaint is handled, the statutory requirements on recording the complaint and providing information apply.

**17.2.** The Service Provider provides a substantive written response to a written Consumer complaint within 30 days of receipt. If the complaint is rejected, it gives reasons and the information required by law about recourse to the competent authority or conciliation body. Complaint handling is free of charge.

**17.3.** In a Consumer dispute, the Consumer may contact the conciliation body competent for their place of residence or stay and exercise any choice available under law. The Service Provider fulfils its duty to cooperate in the procedure. As a rule, the Consumer must first attempt to resolve the dispute directly before initiating conciliation proceedings.

**17.4.** The conciliation body associated with the Service Provider's registered office is the Pest County Conciliation Board (Pest Vármegyei Békéltető Testület). Address: 1055 Budapest, Balassi Bálint utca 25., 4th floor, door 2, Hungary. Postal address: 1364 Budapest, Pf. 81., Hungary. Email: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu). Telephone: +36 1 792 7881. Website: <https://www.panaszrendezes.hu>. It is advisable to check jurisdiction and contact details before starting proceedings.

**17.5.** The competent Consumer protection authority may also be contacted regarding a breach of Consumer protection rules; information is available at <https://nkfh.gov.hu>. The European Consumer Centre may assist with cross-border EU/EEA Consumer matters. The parties may also bring their civil claims before a court.

## **18 Governing law and final provisions**

**18.1.** The contract is governed by Hungarian law. This choice of law may not deprive a Consumer of the protection of mandatory provisions of the law of their country of habitual residence that would apply in the absence of a choice of law under the applicable private international law rules. A clause limiting a Consumer's access to courts exclusively to Hungarian courts may not apply contrary to mandatory jurisdiction rules.

**18.2.** Applicable legislation includes, in particular, Hungarian Act V of 2013 on the Civil Code; Act CVIII of 2001 on electronic commerce services; Act CLV of 1997 on Consumer protection; Government Decrees 45/2014 (II. 26.) and 373/2021 (VI. 30.); Regulation (EU) 2016/679 (GDPR); and applicable EU rules on jurisdiction, conflict of laws and artificial intelligence.

**18.3.** If a provision is invalid or unenforceable, the remainder of the contract continues in accordance with the conditions prescribed by law. The applicable mandatory rule replaces an invalid provision; this does not entail any reduction of Consumer rights. Where law requires separate notice and express acceptance, the Service Provider ensures them during the contracting process.

## Annex 1 Model withdrawal and cancellation form

Complete and return this form only if you are a Consumer and wish to withdraw from or cancel the contract. You may also use another unequivocal statement.

To: AiPlanLab Korlátolt Felelősségű Társaság  
2119 Pécel, Termál utca 27., Hungary  
Email: [info@aiplanlab.com](mailto:info@aiplanlab.com)

I hereby give notice that I exercise my right to withdraw from / cancel the contract for the provision of the following service:

Name of service or credit package:

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Date the contract was concluded:

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Order or payment request reference, if known:

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Consumer's name:

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Consumer's address:

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Email address used for the account:

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Date:

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Consumer's signature, only if submitted on paper:

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Delete as appropriate. No handwritten signature is required for electronic submission. Do not attach passwords, payment card details or other secret access credentials to this notice.