

General Terms and Conditions

Preamble

These General Terms and Conditions (hereinafter referred to as the “GTC”) apply to the HTML5-based educational tool called Skillgo provided by NETING Informatika Limited Liability Company (abbreviated as Neting Ltd., registered office: 1162 Budapest, Hársfa utca 122.) (hereinafter referred to as “Neting Ltd.”) on the websites <https://skillgo.io/> and <https://skillgo.hu> (hereinafter together referred to as the “Website”) to businesses, i.e., non-consumer subscribers as defined by law, in the so-called B2B (business-to-business) target group.

This GTC is a contract in the Hungarian language, which has also been translated into English. In case of any discrepancies, the Hungarian version shall prevail. This GTC is not registered and is concluded solely in electronic form. In case this GTC is related to a specific agreement for the “Enterprise” Skillgo package, the parties shall conclude a separate written agreement for that, specifying that in such cases this GTC shall be considered a written contract - not an electronic one.

Any information necessary for using Skillgo, which is not included in these GTC, will be provided by NETING Ltd. on the Website, in the respective sections/menus and related descriptions and informational materials concerning Skillgo.

1. Parties to the Agreement

These General Terms and Conditions govern the relationship between the “Subscriber” and “NETING Ltd.” as defined in this section, but also apply to the “Website Visitor” who accesses and uses the Website.

Subscriber: refers to the individual entrepreneur, legal entity, or unincorporated organization - including the Hungarian branch office of a foreign company - who or which acts for the purposes of its independent occupation or economic activity. This includes, in particular, civil

organizations, micro, small, medium, and large enterprises, and individual entrepreneurs who use Skillgo, the educational tool, for the purposes of their independent occupation, economic activity, or within the scope of their business activities.

The Subscriber is not considered a consumer as defined in Section 8:1 (1) paragraph 3 of Act V of 2013 on the Civil Code (Ptk.), paragraph a) of Section 2 of Act CLV of 1997 on Consumer Protection, and paragraph v) of Section 2 of Act CVIII of 2001 on certain issues of electronic commerce services and information society services, and is therefore not entitled to consumer rights under these laws. **The Subscriber qualifies as a business entity** pursuant to Section 8:1 (1) paragraph 4 of the Civil Code and paragraph t) of Section 2 of Act CVIII of 2001. A natural person representing the Subscriber represents only the Subscriber and neither the Subscriber nor the natural person acting on their behalf qualifies as a consumer. The definition of the Subscriber includes any other person who meets the definition of the Subscriber under these General Terms and Conditions and who uses the Skillgo educational tool as part of the free ("Free") Skillgo package.

NETING Ltd.: the operator of the Website and provider of the Skillgo educational tool.

Company name: NETING Informatika Limited Liability Company

Abbreviated name: NETING Ltd.

Registered office: 1162 Budapest, Hársfa utca 122.

Company registration number: 01-09-711138

Registered at the Company Registry Court of the Metropolitan Court.

Tax identification number: 12941258-2-42

Statistical code: 12941258-6201-113-01

Email address: info@neting.hu

Represented by: Péter Tóth, CEO

Hosting provider: Invitel Távközlési Zrt. (registered office: 1134 Budapest, Váci út 37., email address: info@invitel.co.hu)

- Subscriber and NETING Ltd. – hereinafter referred to collectively as the **"Parties"**

NETING Ltd. informs the Subscriber that there is no limitation on the number of users actually using the service. However, the Subscriber acknowledges

that they are responsible for the users as if they had acted themselves ("User").

2. Subject of the Agreement (Skillgo Packages)

Skillgo is a custom-developed educational tool (hereinafter referred to as "Skillgo" or "Skillgo educational tool") that allows the creation of HTML5-based e-learning materials from AsciiDoc (.adoc) files. The Subscriber acknowledges that a working knowledge of English is necessary to use Skillgo effectively and efficiently, as it enables the Subscriber to utilize all the functions of the educational tool. However, the Subscriber has the freedom to determine the language options when creating the educational materials. The Subscriber can export the created materials from Skillgo and present them in any desired language.

The Subscriber acknowledges that they cannot resell Skillgo but are authorized to provide access to designated Users as determined by the Subscriber.

	Free	Pro	Enterprise
Character Limit*	No Character Limit*	No Character Limit*	
No Support	Email Support within 72 hours***	Support based on individual agreement	
No Time Limit	Can send materials for review**	Can send materials for review**	

* The "Free" version has a character limit for .adoc files, allowing a maximum of 15,000 characters without spaces.

** The review of the educational materials solely entails technical and IT review and support. NETING Ltd. does not review or examine the content of the materials created by the Subscriber and cannot be held responsible for their content in any form.

*** Email support within 72 hours means that if the Subscriber requests IT assistance from NETING Ltd. via email, NETING Ltd. will respond and begin resolving the IT issue within 72 hours of receiving the email.

NETING Ltd. informs both Website visitors and Subscribers that any ongoing promotions or special offers on the Website are always valid for a specified

duration (a fixed period). Therefore, it is necessary to stay informed about the deadlines or any changes to them, as well as the associated conditions, through the Website and the current communication channels and promotional materials.

3. Placing an Order for Skillgo

The Subscriber fills out the registration form and selects the desired Skillgo package or, if they already have a registration but have exhausted the character limit for the Free package and wish to upgrade to a higher package, they choose the higher package.

By subscribing on the Website (submitting the order) and checking the checkbox indicating acceptance of the General Terms and Conditions (GTC), the Subscriber declares that they have familiarized themselves with the GTC in advance, fully agree with its content, consider it binding, and clearly understand the cases in which the Parties deviate from legal requirements due to the nature of the order. By accepting the GTC, the Subscriber acknowledges the binding nature of the GTC and states that the GTC properly records their rights and obligations arising from the agreement in accordance with good faith and fair dealing.

The Subscriber's order, upon completion, creates a binding offer under Section 6:64 of the Hungarian Civil Code. After the Subscriber submits the order, NETING Ltd. informs the Subscriber via a confirmation email (within 48 hours at the latest) that their order has been processed (NETING Ltd. confirms the Subscriber's order) and provides instructions on how to start using Skillgo.

The Subscriber acknowledges that once the order is finalized, they have no further opportunity to make any changes to the order, including billing or other details.

During the ordering process for Skillgo, the Subscriber warrants that the natural person acting on their behalf is authorized to place the order. NETING Ltd. does not examine and is unable to examine the true identity of the person submitting the order or whether they were authorized to place the order on behalf of the company. Therefore, NETING Ltd. fully excludes

any liability arising from this, and the Subscriber is responsible. However, NETING Ltd. reserves the right to enforce any claims arising from false representation against the person who submitted the order, in accordance with Section 6:14 (2) of the Hungarian Civil Code.

4. Establishment of the Contractual Relationship

NETING Ltd. informs the Subscriber that ordering the Skillgo subscription package—along with accepting the GTC and the accompanying Data Protection Notice—constitutes an offer by the Subscriber, which NETING Ltd. accepts within 48 hours by sending an activation link or, in the case of the “Free” package, by allowing the creation of a Skillgo profile or by enabling the use of a higher package when upgrading from the “Free” package. If NETING Ltd. fails to send the confirmation email with the activation link within 48 hours, or if the Skillgo profile is not created for the “Free” package, or if the Subscriber’s upgrade to a higher package from the “Free” package does not occur, the Subscriber is released from the offer obligation or contractual obligation.

The contract between the Parties—except for the “Enterprise” package—is concluded electronically, meaning it is not printed out or signed by the Parties. NETING Ltd., in compliance with the provisions of Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society, makes the General Terms and Conditions (GTC) and its amendments available on its Website for a period of 5 years, in a manner that allows the Subscriber to store and retrieve them. The Subscriber declares that NETING Ltd. has fully fulfilled its obligation to provide information related to the conclusion of the contract.

5. Duration of Contractual Relationship (Termination) and Modification of Skillgo Package

The “Free” Skillgo package provides usage for an indefinite period according to the specifications of the package. However, if Neting Ltd. discontinues its service or no longer wishes to provide the “Free” package, the contractual relationship related to this will terminate, and the Skillgo account will also be terminated. Similarly, the Subscriber can also delete their Skillgo account, which will result in the termination of the “Free” Skillgo

package. The Subscriber is responsible for continuously saving the created Skillgo materials as Neting Ltd. does not perform any backups of them.

“Pro” Skillgo Package and “Enterprise” Skillgo Package

The Subscriber can choose between monthly and annual subscriptions for these packages, and cancellations can be made until the day before the anniversary date.

For monthly subscriptions, this means that if the Subscriber has a monthly subscription and the current month has 30 days, the 30th day of the month (or the 31st day for a month with 31 days) is considered the last day for cancellation of the monthly subscription. This is because the next subject month starts on the 1st of the following month, and therefore, the Subscriber is only entitled to cancel the subscription for the next month thereafter. For annual subscriptions, this means that the Subscriber can cancel the subscription until the last day of the month preceding the expiration of the annual subscription. For example, if the annual package is valid from October 1, 2022, to October 1, 2023, the Subscriber can cancel the subscription until September 30, 2022. Neting Ltd. draws the Subscriber’s attention to the importance of these deadlines, as the subscription fees are always deducted in advance based on the bank card information provided by the Subscriber when ordering the subscription package. Therefore, if the Subscriber misses the above deadlines, cancellation can only be applied to the following month or year. Neting Ltd. informs the Subscriber for clarity that as long as the Subscriber does not cancel the monthly or annual Skillgo package, Neting Ltd. will continuously provide the service on a monthly or annual basis until the cancellation by the Subscriber. If the Subscriber cancels during a month or in the case of an annual subscription, during the year, the cancellation will naturally apply to the following month or year, and the Skillgo account will be terminated on the last day of the last month of the subscription or the last day of the annual period in the case of an annual subscription. In all cases, it is the Subscriber’s responsibility to save the materials created in Skillgo, as NETING Ltd. does not perform any backups of them.

The Subscriber can modify their “Free” package to a higher Skillgo package at any time, while among the higher packages, only the “Pro” package can be modified to the “Enterprise” Skillgo subscription package. The Subscriber

can perform package modifications based on the information available on the website.

6. Payment Terms

The Subscriber acknowledges that both the monthly and annual subscription fees must be paid in advance to NETING Ltd. through the payment method of bank card, and under no circumstances will NETING Ltd. refund the fees to the Subscriber. By ordering the Skillgo package or, if the service requires prior payment of a fee, by paying the service fee, the Subscriber gives consent to the commencement of the service provision. Therefore, the Subscriber cannot exercise the right of withdrawal thereafter.

The current fee for the Skillgo package is available on the website, stated in gross amount in euros or US dollars. The Subscriber pays the subscription fee for the first time during registration when filling out the form and selecting the Skillgo package. This payment is made through a separate website operated by a payment service provider. Subsequently, for monthly or annual subscriptions, if the Subscriber does not cancel the subscription, the subscription fee will be deducted in advance, based on the bank card information provided by the Subscriber, according to the respective monthly or annual subscription. The subscription fee is determined on the payment day based on the EUR-HUF (Ft) or US dollar-HUF (Ft) exchange rate set by the bank maintaining the Subscriber's bank account.

NETING Ltd. issues the invoice on the day of payment made by the Subscriber and sends it to the Subscriber through the payment service provider. Furthermore, for monthly and annual subscriptions, NETING Ltd. also issues and sends the invoice through the payment service provider on the anniversary date. By accepting these Terms and Conditions, the Subscriber consents to receiving the invoice electronically from NETING Ltd.

NETING Ltd. has the unilateral right to modify the subscription fee packages, as well as the associated services, unilaterally, including their fees. However, any changes to the subscription fee packages or prices will only take effect after NETING Ltd. has notified the Subscriber (via electronic message, Skillgo account, or the website).

NETING Ltd. informs the Subscriber that in case of payment delay, NETING Ltd. is entitled to suspend or delete the Subscriber's account.

7. Rights and Obligations of the Parties

7.1. Subscriber

- The Subscriber declares and warrants that they qualify as a business entity under Section 8 (1) point 4 of the Civil Code.
- The Subscriber is obligated to make timely payment of the fees associated with the selected subscription package and services. In the event of late payment, the Subscriber acknowledges that NETING Ltd. is entitled to charge late payment interest according to the Civil Code and suspend the Skillgo service, terminate the contractual relationship in accordance with the provisions of this Terms and Conditions.
- The Subscriber is required to provide accurate information to NETING Ltd., including during the registration process and the process of ordering the specific Skillgo package.
- If any changes or circumstances occur regarding the Subscriber or Users that affect the proper use of Skillgo, such as the appointed contact person no longer representing the Subscriber, change of email address, unauthorized access to the password, the Subscriber becoming insolvent, initiation of bankruptcy proceedings, liquidation, compulsory cancellation or winding-up procedure, if the Subscriber cannot make the data changes themselves on the Skillgo platform, they must immediately, but no later than within 3 business days, notify NETING Ltd. at the following email address: info@skillgo.io.
- If any changes occur in the Subscriber's data, including changes in bank card information, the Subscriber is obligated to modify the information in their Skillgo account and inform NETING Ltd. about the changes by email.
- The Subscriber is required to use Skillgo for its intended purpose, which means using it exclusively for content creation in accordance with the conditions provided by Skillgo, without decompiling the program's source code or manipulating it in any way for any other purpose, particularly for business or commercial purposes.
- The use of any device or system by the Subscriber or any person authorized by them, or any behavior exhibited by the Subscriber or

the authorized person, is prohibited if it deviates from the methods or purposes specified in these Terms and Conditions or on the Website regarding Skillgo services.

- The Subscriber must not engage in any cyber security or data protection attack that jeopardizes or interrupts the operation of NETING Ltd.'s website, server, or Skillgo services, or engage in any activity that qualifies as a data protection incident and affects or could affect the Website or NETING Ltd.'s server.
- The Subscriber must ensure the following for using Skillgo: compatible internet browsers (Google Chrome, Firefox, Microsoft Edge, Safari) and suitable computer hardware equipment: Windows: Intel Pentium 4 processor or later (with SSE3 support), minimum 1 GB RAM; operating system: Windows 10 or later versions; x86 and amd64 (x64) platforms.
- The Subscriber acknowledges that NETING Ltd. is entitled to make modifications and perform system maintenance on the Website and Skillgo services unilaterally. NETING Ltd. will provide prior notice of such modifications or maintenance on the Website or through electronic communication (email).
- The Subscriber, including the Users, is obligated to keep the Skillgo account safe from unauthorized individuals, prevent unauthorized access and use of the account. If the Subscriber, including the Users, fails to fulfill this obligation, they shall be liable for all resulting damages.

7.2. NETING Ltd.

NETING Ltd. provides the Skillgo service to the Subscriber with content that corresponds to the Skillgo package descriptions.

8. Liability

NETING Ltd. does not assume any responsibility if the Website or the Skillgo learning material is temporarily or intermittently unavailable due to technical reasons. All visitors of the Website, as well as the Subscriber, acknowledge that the content, performance, message and data transmission, as well as response speed of the Website and Skillgo's technical infrastructure, are dependent on the server technology, which can be adversely affected by factors beyond the control of NETING Ltd.,

such as (but not limited to) connection errors, server computer performance, and maintaining a secure network connection. NETING Ltd. excludes any liability arising from the above, as well as if the Subscriber's or user's internet connection or computer equipment and browser are inadequate for using the Website and Skillgo services.

NETING Ltd. advises all visitors of the Website, as well as the Subscriber and User, to use the Website, Skillgo learning material, and services provided through the Website solely at their own risk and responsibility. The visitor of the Website, as well as the Subscriber and User, shall be solely responsible for the data and information provided during the use of the Skillgo learning material subscription package, the content of the created learning materials, the accuracy and authenticity of the provided data and information, as well as their lawful use.

NETING Ltd. fully disclaims any liability for any wrongful or negligent behavior, abuse, breach of obligations, or any damages caused by the User or any other person representing the Subscriber.

NETING Ltd. excludes all liability for any damage arising from the non-contractual and improper use of the Website and Skillgo learning material.

NETING Ltd. disclaims any liability for any damage related to the violation of any obligations set forth in this Terms and Conditions by the visitor of the Website, Subscriber, User, and shall not be obliged to compensate for such damages, neither to individuals falling under the personal scope of these Terms and Conditions nor to third parties.

NETING Ltd. makes every effort within its reasonable capabilities to ensure the continuous operation of the Website and Skillgo services, but it cannot guarantee it. NETING Ltd. disclaims any liability for any technical downtime, viruses, worms, or hacker attacks that may cause or result in damages. However, it strives to rectify any errors or downtimes as soon as possible and takes all necessary measures to provide the service to the Subscriber.

NETING Ltd. explicitly informs Subscribers, visitors of the Website, and Users that they bear personal responsibility for their behavior on the Website and during the use of Skillgo services, which means that if NETING Ltd. suffers any damage or a third party asserts any claim against it, the Subscriber, as

well as the User, are also obliged to assume liability if the damage was caused by their behavior.

By accepting these Terms and Conditions and by using the Website and Skillgo services, the Subscriber, visitor of the Website, and User acknowledge and accept the liability exclusions and limitations determined by NETING Ltd. in these Terms and Conditions.

9. Use of the Website and Skillgo

NETING Ltd. draws the attention of visitors, Users, and Subscribers of the Website and Skillgo that the Website and Skillgo are the property and intellectual creation of NETING Ltd. The contents placed on the Website and Skillgo are protected by copyright, trademark rights, and intellectual property rights, and NETING Ltd. is authorized to use them. Any use of content, design, images, or any data from the Website and Skillgo beyond their intended use requires prior written permission from NETING Ltd. This applies to visitors of the Website, even if they do not subscribe to the Skillgo subscription package. The provisions of this section of the Terms and Conditions apply to visitors of the Website without separate acceptance of the Terms and Conditions, simply by visiting the Website. By intended use, we mean the use of the Website and Skillgo that does not target any business or commercial purpose. In the case of the Website, intended use refers solely to information retrieval, completing the Skillgo ordering process, and using other services provided by NETING Ltd. according to the specified conditions on the Website. In the case of Skillgo, intended use refers solely to using the program for educational content editing according to the conditions provided by Skillgo. Decompiling or manipulating the source code of Skillgo or the Website is expressly prohibited and does not constitute intended use.

NETING Ltd. has made every effort to determine the content of the Website and Skillgo in good faith, and it serves informational purposes. Therefore, NETING Ltd. does not assume responsibility for any errors resulting from typographical mistakes, uploaded content, and/or their functionality (e.g., videos).

NETING Ltd. is not responsible if the Website or Skillgo is temporarily or intermittently unavailable due to technical reasons. NETING Ltd. informs

visitors of the Website, Subscribers, and Users that the technical infrastructure, performance, message and data transmission, as well as response speed of the Website and Skillgo, depend on server technology, which can be adversely affected by factors beyond the control of NETING Ltd., such as connection errors, server computer performance, and maintaining a secure network connection. NETING Ltd. excludes all liability arising from the provisions stated in this section. Visitors of the Website and users of Skillgo are required to have appropriate internet access, IT devices, and browsers (Google Chrome, Firefox, Microsoft Edge, Safari) for the proper use of the Website and Skillgo.

Everyone uses the Website, Skillgo, and any services accessed through them at their own risk.

NETING Ltd. informs visitors of the Website, Subscribers, and Users (including Skillgo users) that the accuracy, authenticity, and lawful use of data and information provided during subscription or in any other case are the sole responsibility of the visitor of the Website, Subscriber, and the person acting on their behalf (User).

The Website may contain links to external websites and payment with a bank card may take place on a website operated by a separate service provider. Such websites are not under the control of NETING Ltd., therefore NETING Ltd. requests that all visitors of those websites familiarize themselves with their operation.

NETING Ltd. reserves the right to modify the Website, Skillgo services, place the Website under another domain, perform maintenance on the Website at any time, or suspend the operation of the Website.

10. Data Protection

The Data Processing Information available at <http://www.skillgo.io/privacy> is an integral part of these Terms and Conditions.

Please note that this translation is provided for informational purposes only and may not be legally binding.

11. Communication, Complaint Handling

Communication

The natural person designated as the Subscriber's contact person during registration or later in the Subscriber's profile is considered as the Subscriber's contact person.

Statements related to Skillgo can only be validly and effectively made in writing, unless otherwise permitted by the Website or the Skillgo interface (e.g., modification of subscription package, cancellation of subscription package). The parties understand that written communication includes registered mail, electronic messages (email), and letters delivered by courier, which shall be sent to the address of NETING Ltd. as indicated in this Terms and Conditions or on the Website, and to the contact details provided by the Subscriber during registration or later modification, or as available in the company register.

The parties agree that the notification shall be deemed delivered in the following cases:

- On the 5th day following the date of dispatch if sent as a registered postal item to the registered address of the addressee in the company register/registered address in the case of individual entrepreneurs.
- On the day of personal delivery.
- If sent by email on a business day before 16:00, at the time of sending; otherwise, on the next business day.

The parties agree that a registered postal item shall be considered delivered even if it is returned by the recipient with the annotation "not called for," "refused," "addressee unknown," "moved," or any other annotation of the same meaning.

The Subscriber acknowledges that in the case of modifying the contract (except for choosing a higher fee package and other services available through the Website and cancellation through the Website), terminating the contract, or making other declarations in writing, the Subscriber's registration representative, legal representative, or authorized representative based on joint representation rights is primarily entitled to make a written statement or act on behalf of the Subscriber with a full

evidentiary private document or power of attorney available in the company register.

Complaint Handling

NETING Ltd. examines complaints received at the email address data.protection@skillgo.io.

Depending on the nature of the complaint, the following information must be provided to NETING Ltd.:

- Subscriber's name
- Subscriber's email address
- Description of the complaint (NETING Ltd. is entitled to request further information to investigate the complaint or ask the Subscriber for clarification)
- Screenshot of the error or problem
- Any other information requested by NETING Ltd.

NETING Ltd. strives to handle incoming complaints efficiently and, taking into account the relevant legal requirements, provide a response and resolve the issue within a reasonable period of time, considering the complexity of the complaint.

NETING Ltd. is entitled to record minutes of the complaint. It is entitled, but not obliged, to verify the identity of the complainant. If NETING Ltd. verifies the identity of the complainant, it does so to ensure that the complainant is authorized to use Skillgo, acts on behalf of the Subscriber, and is entitled to do so. If NETING Ltd. cannot identify the complainant, it is only obliged to provide general information.

NETING Ltd. electronically keeps records of incoming complaints and retains the received complaint and the response given for a period of 5 years.

If the complainant does not agree with the response from NETING Ltd., considering that the personal scope of this Terms and Conditions applies to businesses and not consumers, the Subscriber is entitled to enforce their claim in a court proceeding in accordance with the provisions of Act CXXX of 2016 on the Code of Civil Procedure.

12. Final Provisions

NETING Ltd. reserves the right to unilaterally modify this General Terms and Conditions at any time. NETING Ltd. will provide information about the modified General Terms and Conditions on the Website, ensuring that the current version of the General Terms and Conditions is always accessible on the Website.

The Subscriber is obliged to treat confidentially all information received from NETING Ltd. regarding the subscription and shall bear full responsibility for any damages arising from the unauthorized disclosure of such information to third parties and shall indemnify NETING Ltd. accordingly.

NETING Ltd. informs the Subscriber that in cases where the Subscriber acts for purposes outside their independent occupation and economic activities, the Consumer Protection Act CLV of 1997 entitles not only individuals but also civil organizations, legal entities of churches, housing cooperatives, residential communities, micro, small, and medium-sized enterprises, who purchase, order, receive, use, or benefit from goods or are the addressees of commercial communication or offers related to goods, to the right to pursue a legal remedy against the service provider before the conciliation body operated by the county (capital city) chambers of commerce and industry. For more information about the Hungarian Conciliation Body, please visit <https://bekeltetes.hu/>. The email address of the Conciliation Body is pmbekelteto@pmkik.hu, and its website can be accessed at <http://panaszrendezes.hu/>

NETING Ltd. informs the Subscriber that in the conciliation procedure, the Subscriber has an obligation to cooperate.

The Parties shall make every effort to settle their possible legal disputes out of court. In case of failure, depending on the jurisdiction, they stipulate the competence of the court at the registered office of NETING Ltd.

The legal relationship between the Parties shall be governed by Hungarian law. In matters not regulated in this General Terms and Conditions, in particular, the provisions of Act V of 2013 on the Civil Code (Ptk.), Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Ekertv.) shall apply.

You can access this General Terms and Conditions by clicking on this [link](#).

Budapest, 26th April 2023

NETING Ltd.