TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

ITPACK SHIELD

Effective from: 2026.09.26.

Heftner Group Kft. | www.itpackshield.com

1. General provisions

These General Terms and Conditions (the “Terms”) govern the use of the www.itpackshield.com website (the “Website”) and the general conditions applicable to the services provided by Heftner Group Kft. under the name ITPACK SHIELD.

The operator of the Website and provider of the ITPACK SHIELD services is:

Company name	Heftner Group Kft.
Registered office	Hungary, 2013 Pomáz Vróci utca 12.
Company registration number	13-09-123295
Tax number	HU12710658
General contact	sales@it-pack.com
Technical support and fault reporting	support@it-pack.com
Website	www.itpackshield.com

(hereinafter: the “Provider”).

The Website and the ITPACK SHIELD services are primarily intended to serve the IT and cybersecurity needs of businesses, institutions and other organisations. Natural persons may use the Website, contact the Provider and request demo access. Where a natural person enters into a contract with the Provider as a consumer, these Terms shall apply in accordance with the mandatory consumer protection laws applicable to that consumer.

2. Purpose of the Website

The purpose of the Website is to present the ITPACK SHIELD cybersecurity platform and related services, provide professional information, and offer options for contacting the Provider, requesting a demo and requesting a quotation.

No direct online purchase or payment takes place through the Website. Submission of a contact, demo or quotation request form does not in itself create a service contract or any payment obligation.

The Provider is entitled to decide whether, on the basis of an enquiry, it wishes to make an offer or enter into a contractual relationship.

3. Contact and quotation requests

Through the Website, an interested party may, among other things, request contact, a demonstration or individual pricing. The final price of the ITPACK SHIELD service cannot be determined solely on the basis of the general information provided on the Website.

For the purpose of determining the final service fee and any one-time setup fee, the Provider may assess in particular:

- the Customer’s IT infrastructure;
- the systems and data sources to be connected;
- the available log sources and the log sources to be processed;
- the expected log volume and data traffic;

- the integration requirements;
- the number and nature of sites, systems and relevant devices;
- the service level requested by the Customer;
- the specific technical conditions of implementation and operation.

The Provider may request the detailed technical information required for this purpose through a separate consultation or structured questionnaire. Service descriptions, package names and other information available on the Website do not constitute binding quotations. The specific fees, technical scope and individual terms are determined by the quotation issued by the Provider and/or the individual service contract concluded with the Customer.

4. Formation of the service contract and order of documents

Following initial contact, the Provider may assess the Customer's IT environment, requirements and the technical conditions of the service as necessary. The parties shall then specify in an individual quotation and/or service contract, in particular, the selected service level, technical scope, implementation conditions, fees, any individual support or availability conditions and other customer-specific terms.

In the event of any conflict, the provisions of the individual service contract or any expressly accepted individual term shall prevail over these Terms. Where the parties enter into a Data Processing Agreement (DPA), or the service contract refers to such DPA, the specific provisions of the DPA shall govern matters relating to the processing of personal data on behalf of the Customer.

5. ITPACK SHIELD services

ITPACK SHIELD is a cybersecurity monitoring, analysis and decision-support solution that supports the processing, correlation and security-oriented assessment of events and log data originating from various IT and security data sources.

5.1. Shield Care

Shield Care is primarily intended for organisations that have their own IT or security resources. As specified in the individual contract, the service may include in particular:

- the right to use the ITPACK SHIELD platform;
- provision of dedicated hardware required for the service;
- platform updates;
- licences associated with the service;
- maintenance;
- technical support;
- analysis of security events and presentation of decision-support recommendations.

5.2. Shield Care+

In addition to the Shield Care services, Shield Care+ may, as specified in the individual contract, include expert involvement, in particular expert monitoring, analysis of security events, incident assessment, proactive monitoring, expert support, risk-reduction recommendations and regular professional consultations.

Shield Care+ does not automatically mean that the Provider is authorised to make changes to the Customer's IT system. Specific intervention rights and procedures shall be determined by the individual contract and/or by separate authorisation from the Customer.

6. Implementation and commencement of the service

The Provider assists with the implementation of devices and platform components related to the ITPACK SHIELD service in the Customer's IT environment. Implementation may include, in particular, pre-configuration, installation, configuration, integration, testing and handover of the dedicated device and, where necessary, appropriate information or training for users.

The Customer shall provide the cooperation necessary for implementation and operation of the service. Where required, this includes providing the Provider with appropriate and secure remote access, such as VPN access. The Provider may use such access solely for authorised service, implementation, maintenance or support purposes.

The actual commencement date of the service shall be determined by the individual contract, handover and acceptance, activation or other written confirmation between the parties. Unless otherwise agreed in writing, this date forms the basis of the monthly service periods and the monthly renewal date.

7. Hardware provided, right of use and hardware failure

7.1. Ownership and use

Dedicated hardware provided to the Customer as part of the ITPACK SHIELD service, including in particular any server, gateway or other device supplied for the service, shall remain the exclusive property of Heftner Group Kft. Ownership of the hardware shall not transfer to the Customer upon commencement of the service or upon payment of the Setup Fee or monthly service fee. During the service relationship, the Customer acquires only the limited contractual right to use the device.

Without the Provider's prior written consent, the Customer may not sell, transfer to a third party, lease or otherwise provide the device for use, encumber, disassemble, materially modify, repair or have it repaired, or use it for any purpose other than its intended purpose.

The Customer shall operate the device under appropriate environmental, electrical power, network and physical security conditions and shall take all reasonable measures to protect it.

7.2. Reporting hardware failure and returning the device

If hardware owned by the Provider and supplied for use fails, operates abnormally, or circumstances arise that may indicate a hardware fault, the Customer shall report this without undue delay to support@it-pack.com. Where possible, the report should include information necessary to identify the affected device, a description of the observed fault and the time when it was detected.

The Customer shall reasonably cooperate with the Provider's troubleshooting instructions. If the Provider determines or reasonably suspects that inspection, repair or replacement of the device is necessary, the Customer shall return or hand over the device to the Provider as instructed, suitably packaged and in the manner agreed by the parties. The Customer may not open or repair the defective device without the Provider's prior written consent.

7.3. Replacement device

Taking into account logistical or procurement obstacles not attributable to the Provider, following notification of the fault and determination that replacement is necessary, the Provider shall commence the replacement process without undue delay and shall provide a replacement device from available stock as soon as reasonably possible. "Without undue delay" means commencement of the replacement process without unjustified delay and does not constitute a guaranteed delivery SLA within a specified number of hours or days.

If immediate physical replacement is not possible due to delivery times, shortage of parts or devices, manufacturer delay, customs clearance, carrier delay or another similar circumstance that the Provider cannot reasonably control, the Provider shall inform the Customer and use reasonable efforts to restore the service or provide an interim technical solution.

7.4. Service interruption due to hardware failure and fee credit

Where, due to a verified failure of hardware owned by the Provider that is not attributable to the Customer, the contracted ITPACK SHIELD service is actually unavailable or materially restricted, the Provider shall credit the pro rata portion of the monthly service fee corresponding to the verified period of interruption.

As a general rule, the credit shall be applied against the following month's service fee. If the contract terminates before the credit can be applied and no subsequent monthly fee is payable, the parties shall account for the amount to be credited in the final settlement following termination. The credit shall be based solely on the period during which the service was actually unavailable or materially restricted due to the hardware failure; the duration of repair or transport of the device does not in itself give rise to a credit if the service could be adequately provided by means of a replacement device or another solution.

The interruption period may commence no earlier than the time at which the fault is verifiably reported to support@it-pack.com, unless the Provider demonstrably became aware of the fault earlier. No credit shall be due for an interruption caused by the Customer or a person acting within the Customer's sphere of responsibility, improper use, unauthorised intervention, inadequate power supply, network or internet connection, another device or system of the Customer, a third-party service, or force majeure, unless mandatory law provides otherwise.

7.5. Loss, damage and return

The Customer is responsible for loss, destruction or damage to the device attributable to the Customer and shall compensate the Provider for the resulting proven damage. Normal wear and tear resulting from proper use, and internal technical failure not attributable to the Customer, shall not constitute damage caused by the Customer.

Upon termination of the service relationship, the Customer shall make the device owned by the Provider available to the Provider and return it in accordance with the Provider's instructions.

8. Fees, advance payment and invoicing

The ITPACK SHIELD service is provided on the basis of individual pricing. The service fee may depend in particular on the IT infrastructure, the data and log sources to be processed and their volume, the complexity of integration, the selected service level and specific technical requirements.

The service may consist of a one-time setup fee ("Setup Fee") and a recurring monthly service fee. Unless otherwise agreed in writing, the Setup Fee shall be payable in advance, before implementation begins, on the basis of the Provider's invoice.

The monthly service fee shall be paid in advance. The first monthly service fee is due no later than the commencement date of the service and covers the service period from the commencement date through the day preceding the next monthly renewal date. Thereafter, each monthly service fee is due on the first day of the relevant new service period, i.e. on the monthly renewal date, and covers the following one-month service period.

As a general rule, the monthly renewal date shall fall on the same calendar day in each subsequent month as the actual commencement date of the service. If a particular month has no corresponding calendar day, the last day of that month shall be the renewal date. The parties may agree on different invoicing or renewal-date rules in the individual contract.

Payment shall be made by bank transfer on the basis of an invoice issued by the Provider. The Provider may make activation of the service or commencement of a new monthly service period conditional upon receipt of the applicable prepaid fee, provided that this does not conflict with mandatory law or an individual written agreement.

In the event of late payment, the Provider is entitled to statutory default interest and, where the statutory conditions are met, a recovery-cost lump sum. In the event of persistent or material payment delay, the Provider may, following appropriate prior notice, suspend all or part of the service, unless prohibited by mandatory law.

A credit due to hardware failure under Section 7.4 does not alter the advance-payment system: the due date of the monthly fee remains unchanged, and the credit shall be applied in the following monthly invoice/fee or, upon termination of the contract, included in the final settlement.

9. Term and termination of the contract

Unless otherwise agreed individually, the ITPACK SHIELD service contract is concluded for an indefinite term.

The Customer may terminate the contract in writing at any time. Unless otherwise agreed individually, termination shall take effect on the last day of the monthly service period that has already commenced and been paid in advance. No new monthly service period shall commence thereafter and no further monthly service fee shall become due. As a general rule, the fee prepaid for a monthly service period that has already commenced is not refundable on a pro rata basis because the service remains available until the termination date; this is without prejudice to any hardware-failure credit under Section 7.4, mandatory consumer rights, or any individual agreement providing otherwise.

The Provider may terminate the contract without cause by giving 30 days' written notice, unless the individual contract or mandatory law provides otherwise. If ordinary termination by the Provider would leave a prepaid period during which the service is no longer provided, the Provider shall settle the fee for the affected period on a pro rata basis.

In the event of a material breach of contract, the other party may, where the nature of the breach permits, terminate the contract after an appropriate cure period and prior written notice have expired without remedy, or, in the case of a particularly serious or irremediable breach, terminate with immediate effect to the extent permitted by applicable law.

Upon termination of the service, the Customer's right to use the ITPACK SHIELD platform and hardware owned by the Provider shall cease. The Customer shall return the hardware owned by the Provider in the manner agreed by the parties or reasonably specified by the Provider.

10. Technical support, fault reporting and availability

The official address for reporting technical faults relating to the service and the hardware provided is support@it-pack.com. For the purpose of processing a fault report, the Provider may request additional technical information, log data, remote access or reasonable cooperation.

Under these Terms, the Provider does not undertake a general percentage-based availability guarantee (SLA) and does not guarantee response or restoration times. If a specific SLA, response time, restoration objective or other availability condition is provided to a Customer, it must be set out in a separate written agreement.

Maintenance, necessary updates, outages of third-party services, internet or network failures, force majeure, or other circumstances outside the Provider's reasonable control may result in temporary restriction of the service. Where reasonably possible in the circumstances, the Provider shall endeavour to notify the Customer in advance of planned maintenance that is expected to cause a material service restriction.

11. Cybersecurity service and liability

The Customer acknowledges that no IT or cybersecurity solution can guarantee the detection or prevention of every cyber threat, attack, vulnerability, unauthorised access or data loss. ITPACK SHIELD is intended to improve security visibility, monitoring, analysis and decision support and thereby support the reduction of cybersecurity risks.

The service does not constitute a comprehensive guarantee against cyberattacks, system compromise, data loss, service interruption or other security incidents. The Customer remains responsible for the proper operation of its own IT environment, access controls, backups, systems, applications and other security controls.

Unless otherwise agreed in writing or specifically authorised, decisions to be made on the basis of events identified by the platform and recommended actions remain the responsibility of the Customer.

The Provider shall not be liable for damage attributable to an act or omission of the Customer or a person acting within the Customer's sphere of responsibility, incorrect configuration, unauthorised intervention, a third-party service or system, the Customer's internet or network connection, or an event outside the Provider's reasonable control. These liability provisions shall not be interpreted as excluding or limiting the Provider's liability in any case or to any extent where such exclusion or limitation is prohibited by mandatory law.

12. AI-based analysis and decision support

The ITPACK SHIELD service may use artificial-intelligence-based or AI-assisted analysis and decision-support functions. Such analyses, summaries, risk assessments and recommendations constitute decision-support information.

AI-based analysis used within the ITPACK SHIELD service may be performed by an AI solution operated locally within the service environment. The Provider does not transmit Customer logs and security event data analysed as part of the service to a public external generative AI provider for the purpose of AI analysis, unless the parties agree otherwise in writing in advance and the applicable data-protection requirements are met.

By their nature, AI-based results may be incomplete, inaccurate or erroneous; therefore, human or expert review may be appropriate before critical security decisions are made. A recommendation generated by AI does not in itself constitute automatic intervention in the Customer's IT system.

13. Customer obligations

The Customer shall:

- provide accurate and appropriate information necessary for operation of the service;
- provide the cooperation and authorised access required for implementation and troubleshooting;
- adequately protect its access credentials;
- use the service and hardware in accordance with their intended purpose;
- report hardware failures without undue delay in accordance with Section 7.2 and return the device where necessary;
- properly maintain its IT system;
- maintain appropriate backup and recovery procedures;
- apply the necessary organisational and technical security measures;
- comply with applicable laws when using the service.

The Customer is responsible for ensuring that it has an appropriate legal basis and authorisation for the processing of data, log data and systems connected by it to the service.

14. Demo access

At its discretion, the Provider may grant interested parties limited demo access. Demo access may be provided through an individual link, username and password. Demo access is personal and non-transferable. The interested party shall keep access credentials confidential and shall not disclose them to any third party.

The Provider may limit, modify or terminate demo access at any time. The sole purpose of the demo is to demonstrate the operation of ITPACK SHIELD and it does not constitute a live cybersecurity service.

15. Intellectual property

The appearance, structure, original content, graphic elements, videos, documentation, data structures, software components, designations, logos and other legally protected elements of the Website and the ITPACK SHIELD platform are owned by the Provider or the relevant rights holder.

The Provider may also use artificial-intelligence-based tools in creating certain content on the Website. The Provider edits and reviews the content it publishes and assumes responsibility for its publication. The scope of legal protection of individual elements is determined by applicable copyright and other intellectual-property laws.

These Terms do not transfer any ownership or intellectual-property rights to the Customer. The Customer receives only the limited, non-exclusive and non-transferable right of use necessary to use the service in accordance with the contract. Unauthorised copying, distribution, reverse engineering, modification or making the platform or any part thereof available to a third party is prohibited, without prejudice to mandatory statutory exceptions.

16. External services and links

The Website may contain links to third-party services, websites or platforms, including in particular LinkedIn and YouTube. The Website may be indexable by Google and other search services and may use third-party services, such as CAPTCHA/reCAPTCHA technology, for technical and security purposes.

The Provider assumes no responsibility for the operation, content or availability of services provided by third parties unless mandatory law provides otherwise. The processing of personal data in connection with such services is governed by the Website Privacy Notice.

17. Data protection and data processing

Personal data is processed in accordance with a separate Privacy Notice. Use of the Website, contact requests, quotation requests, newsletter subscriptions and demo access may constitute different purposes of processing. Consent to electronic marketing communications is separate from processing necessary for use of the service or for contact.

Where the Provider processes personal data on behalf of the Customer in connection with the ITPACK SHIELD service, the detailed terms of such processing may be governed by a Data Processing Agreement (DPA) applicable between the parties.

18. International customers

The ITPACK SHIELD service may be available to customers located in Hungary, other Member States of the European Union and European Economic Area, and countries outside the EU/EEA, including the United States of America.

Unless otherwise agreed in writing, contracts concluded with the Provider are governed by Hungarian law. In the case of a consumer acting outside a trade or business, this choice of law shall not deprive the consumer of mandatory statutory protection that cannot validly be waived by agreement under the applicable law.

A Customer outside the EU/EEA is responsible for determining whether use of the ITPACK SHIELD service is permitted in its own jurisdiction, except for obligations imposed directly on the Provider under applicable law.

19. Force majeure

Within the limits of applicable law, neither party shall be liable for breach or delay resulting from circumstances beyond its reasonable control that were unforeseeable at the time the contract was concluded and could not reasonably have been avoided or overcome. Such circumstances may include, in particular, natural disasters, war, acts of terrorism, major cyberattacks, widespread failure of internet or telecommunications infrastructure, disruption of energy supply, governmental action or other similar events.

A party invoking force majeure shall notify the other party within a reasonable period having regard to the circumstances and shall take reasonable measures to mitigate the consequences.

20. Amendment of the Terms

The Provider may amend these Terms in response to changes in the legal, technological, security or service environment. Where a material amendment affects existing service contracts, the Provider shall notify Customers in sufficient time before the amendment takes effect, on a durable medium or by another verifiable means, where required by law or by the nature of the contract.

An amendment shall not apply retroactively to service periods already performed. In relation to consumers, amendments may be applied only in accordance with mandatory consumer-protection rules.

21. Governing law and disputes

These Terms and contractual relationships relating to the ITPACK SHIELD service are governed by the laws of Hungary, unless mandatory law or a written agreement provides otherwise.

The parties shall endeavour to resolve any dispute primarily through negotiation. If this does not lead to a resolution, the dispute shall be decided by the court having jurisdiction and venue under the applicable rules, without prejudice to mandatory rules applicable to consumers.

22. Special provisions applicable to consumers

22.1. Scope

This Section applies only to a Customer who qualifies as a consumer under the Hungarian Civil Code. A Customer acting as a business or in the course of its economic or professional activity is not entitled to the consumer withdrawal or termination rights set out in this Section.

22.2. Service contracts concluded at a distance or off-premises

Where a service contract with a consumer is concluded at a distance or off-premises, the consumer is entitled to the withdrawal rights and, in the case of a contract for the provision of services, termination rights provided by the mandatory consumer-protection legislation in force, in particular Hungarian Government Decree 45/2014 (II. 26.). In the case of a service contract, the 14-day period shall, as a general rule, be calculated from the date on which the contract is concluded.

The consumer may exercise this right by means of an unequivocal statement and may use the model form set out at the end of these Terms, although use of the model form is not mandatory. The statement shall be considered timely if the consumer sends it before the applicable deadline expires.

22.3. Commencement of performance before expiry of the 14-day period

If the consumer requests that performance of the service begin before expiry of the 14-day termination period, the Provider may make such earlier commencement conditional upon an express request by the consumer that complies with applicable law. If the consumer subsequently lawfully terminates the contract within the 14-day period, the consumer shall pay an amount proportionate to the service actually performed up to the time the termination is communicated, in accordance with mandatory law.

If the service has been fully performed with the consumer’s prior express consent and the consumer has acknowledged, in the manner required by law, that the right of termination is lost once performance has been completed in full, the right of termination may cease under the conditions prescribed by law.

22.4. Refunds and hardware

The financial consequences of consumer withdrawal or termination, and the deadline and method of any refund, are governed by mandatory consumer-protection rules. If hardware owned by the Provider has already been delivered or installed, upon termination of the contract the consumer shall make the hardware available to the Provider and return it in accordance with the Provider's instructions; ownership of the hardware remains with the Provider at all times.

22.5. Distinction from ordinary termination

The statutory consumer withdrawal/termination right under this Section is not the same as ordinary termination of the indefinite-term service contract under Section 9. After expiry of the 14-day period, termination of the contract shall, as a general rule, be governed by Section 9, without prejudice to any other mandatory rights available to the consumer.

23. Final provisions

If any provision of these Terms is found to be invalid or unenforceable, this shall not in itself affect the validity of the remaining provisions. Where necessary, the parties shall apply or establish a lawful provision in place of the invalid or unenforceable provision that most closely reflects its economic purpose.

In the event of any conflict between these Terms and an individual contract, the provisions of the individual contract shall prevail, unless mandatory law provides otherwise.

These Terms may be published in Hungarian and in foreign-language versions. Unless otherwise agreed in writing, in the event of any discrepancy in interpretation, the Hungarian-language version shall prevail to the extent permitted by applicable mandatory law.

Annex 1 - Model withdrawal/termination form for consumers

Complete and return this form only if, as a consumer, you wish to exercise your statutory right of withdrawal/termination.

To: Heftner Group Kft.
Registered office: Hungary, 2013 Pomáz Vróci utca 12.
E-mail: sales@it-pack.com

I hereby give notice that I exercise my right of withdrawal/termination in respect of the contract for the provision of the following service:

Service: ITPACK SHIELD _____

Date of conclusion of the contract: _____

Name of consumer: _____

Address of consumer: _____

E-mail address of consumer: _____

Date: _____

Signature of consumer: _____ (only if this form is submitted on paper)

Heftner Group Kft.

ITPACK SHIELD

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