
HAWKEYE – General Terms and Conditions

Effective date: 16 February 2026 **Last amended:** 13 April 2026

These General Terms and Conditions (hereinafter: GTC) govern the terms of use of the AI-based newsletter radar software (SaaS) called Hawkeye, operated by MORGENS Design Kft. on a subscription basis, accessible via the internet, which enables the automated collection, analysis and organisation of newsletters for users (consumers).

I. SERVICE PROVIDER DETAILS

- **Company name:** MORGENS Design Marketing Tanácsadó és Informatikai Szolgáltató Kft.
- **Short name:** MORGENS Design Kft.
- **Registered office:** 8800 Nagykanizsa, Magyar utca 79., Hungary
- **Company registration number:** 20-09-072782
- **Tax number:** 23964710-2-20
- **Represented by:** Zoltán Katona (managing director), Ildikó Dömötörfy (managing director)
- **Email:** sales@morgens.hu
- **Phone:** +36 70 642 0833

(hereinafter: **Service Provider**)

II. SCOPE OF THE GTC

2.1. These GTC set out the conditions of use of the AI-based newsletter radar software provided by the Service Provider (hereinafter: **Service**).

2.2. The Service is SaaS (Software as a Service) in nature and is accessible via the internet.

2.3. These GTC apply to all users of the Service, including natural persons who

laws shall apply.

2.4. By registering and using the Service, the User accepts these GTC.

III. DEFINITIONS

- **User:** a natural person or business organisation registering for the Service
 - **Subscription:** access to the paid packages of the Service
 - **AI system:** an automated processing system based on artificial intelligence
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IV. CONTENT AND OPERATION OF THE SERVICE

4.1. The Service Provider publishes the content and features of the Service, as well as the available service packages, on its Website. The Service Provider does not warrant that the Service will meet all of the User's individual requirements.

4.2. The Service performs automated collection, analysis and organisation of newsletters using artificial intelligence.

4.3. The Service is modular in structure; certain features are only available in specific subscription packages.

4.4. The Service Provider is entitled to modify, expand or discontinue the features of the Service, provided that this does not disproportionately affect the essential nature of the Service. The Service Provider also reserves the right to make additional features and service packages available for a fee in connection with the Service.

4.5. By using the Service, the User expressly consents to the storage by the Service Provider of all data provided and managed by the User for the entire duration of the Registration.

V. NATURE AND LIMITATIONS OF THE SERVICE

5.1. The Service performs automated analyses using artificial intelligence.

5.2. The User acknowledges that AI systems:

- do not guarantee the completeness or accuracy of results,
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5.4. The User uses AI-generated results at their own risk.

5.5. The Service Provider does not warrant that the Service will meet all of the User's individual requirements.

VI. REGISTRATION AND CONTRACT FORMATION

6.1. A prerequisite for using the Service is user registration, during which the User must provide their surname, first name, email address and a password complying with the requirements set by the Service Provider from time to time, and must accept these GTC and the Service Provider's Privacy Notice.

6.2. The contract is concluded electronically upon successful completion of registration.

6.3. The User is obliged to provide accurate and complete data.

6.4. By providing their email address, the User declares that they have full authority over the email address provided during registration and the associated account. Since the Service Provider has no means of verifying this, the Service Provider accepts no liability for any damages that may arise as a result.

6.5. The User is obliged to keep the password and access credentials used for the Service confidential and to ensure that only authorised persons have access to them. The User is obliged to change their password and notify the Service Provider immediately upon becoming aware that it has been disclosed to or made accessible by an unauthorised third party. The User bears sole liability for any damages arising from a failure to fulfil the above obligations.

6.6. The Service Provider offers the option for the User to enable two-factor authentication (2FA) to enhance account security. Two-factor authentication can be configured in the account settings after the user account has been created. Two-factor authentication can be enabled or disabled by the User at any time in the profile settings.

6.7. Two-factor authentication can be carried out in several ways: the User may authenticate using an authenticator application (e.g. Google Authenticator), a one-time code, or passkey technology, which enables facial recognition, fingerprint reading or PIN code entry. When logging in from a new device, the system will request confirmation of identity using the configured method. The Service remembers and considers as validated those devices on which the User has

6.8. Two-factor authentication can be disabled in the profile settings.

6.9. The processing of personal data mandatorily provided during registration commences upon registration and continues until the registration is deleted.

VII. SUBSCRIPTION PACKAGES

7.1. The Service Provider offers monthly and annual subscription packages at four different levels.

7.2. The packages may differ in features, usage limits and level of support.

7.3. Details of the current packages are available on the Service Provider's website; further information is also provided in the pricing table forming Schedule 1 to these GTC.

7.4. In the event of a package change, the content of the Service will be amended accordingly.

7.5. The User may request a custom quotation for the Service by sending an email to the central email address displayed on the Website.

7.6. The User is required to pay the monthly or annual fee as specified in Schedule 1. By paying the subscription fee, the User is entitled to use the Service for the fixed period commencing on the date of payment. No later than 10 days before the expiry of the fixed period, the Service Provider will automatically send a pro-forma invoice to the User for the fee due for the next subscription period. The Service Provider expressly reserves the right to modify the pricing of the Service.

VIII. FEES AND PAYMENT

8.1. The subscription fee becomes due upon completion of registration.

8.2. Payment is made by bank card via the Stripe electronic payment system.

8.3. Bank card details are not transmitted to the Service Provider and are not stored by the Service Provider.

8.4. The subscription renews automatically, unless the User cancels it before the end of the current period.

8.5. Refund of fees already paid is not possible, unless otherwise required by

9.1. As a general rule, the User is entitled to a 14-day right of withdrawal.

9.2. The Service qualifies as digital content not supplied on a tangible medium. In accordance with applicable EU consumer protection legislation, the right of withdrawal may be lost if the User has expressly consented to the commencement of performance before the expiry of the withdrawal period and has acknowledged that their right of withdrawal will thereby be forfeited.

X. TERMINATION OF SUBSCRIPTION

10.1. The User may initiate cancellation of the subscription while logged in to the Service.

10.2. The User may cancel the subscription at any time, but cancellation takes effect at the end of the current subscription period.

10.3. In the event of deletion of the Registration, the Service Provider is entitled in all cases to retain the subscription fee already paid; however, the User may apply this amount towards a new registration (by using the credits available through the Stripe electronic payment system).

10.4. To delete the Registration, the User must confirm acknowledgement of the warning message relating to the deletion of the Registration.

10.5. Upon termination, the User retains access to the Service; however, the features of the Service will become unavailable until a new subscription commences.

10.6. The Service Provider reserves the right to permanently restrict the User's access to the Service or to delete the User's Registration without prior warning or notification, where the Service Provider determines that the User has misused the rights, name, email address or other data of any other natural or legal person, has violated the provisions of these GTC or applicable law while using the Service, or has used the Service in any other abusive manner.

XI. DATA EXPORT AND DELETION

11.1. The User is entitled to export data managed within the Service.

11.3. Personal data collected during Registration is retained for the duration of the Registration. Following deletion of the Registration, personal data is deleted within 30 days, except where a longer retention period is required by applicable law. Financial and billing records are retained for 8 years in accordance with applicable accounting legislation. Technical log data (IP address, browser type, access timestamps) is retained for a maximum of 90 days.

11.4. The processing of personal data is governed by the Service Provider's separate Privacy Notice.

XII. LIMITATION OF LIABILITY

12.1. The Service is provided on an "as is" basis. The Service Provider does not warrant that the Service will be uninterrupted, error-free or suitable for the User's particular purposes.

12.2. The Service Provider is not liable for:

- the accuracy or completeness of AI-generated results,
- the consequences of decisions made on the basis of such results,
- indirect or consequential damages arising from the use of the Service.

12.3. The Service Provider's liability is excluded to the fullest extent permitted by applicable law. The User acknowledges that the Service Provider is obliged to cooperate fully with competent authorities in respect of any violations of law potentially committed by the User.

XIII. AMENDMENT OF THE GTC

13.1. The Service Provider reserves the right to unilaterally amend these GTC in connection with the development, improvement, modification of terms or pricing of the Service, or in order to comply with applicable law or for other related reasons, provided that users are given prior notice.

13.2. Amended provisions of the GTC take effect upon the User's first use of the Service following their entry into force.

13.3. The Service Provider makes all amendments to and previous versions of the GTC continuously available on the Website.

Website visitors and registered Users. The Service Provider processes recorded personal data confidentially, in accordance with applicable data protection legislation (including Regulation (EU) 2016/679 — GDPR) and in compliance with these GTC.

14.2. The Service Provider takes all necessary steps to ensure the security of personal data provided by the User, both during network communication and during storage and retention. The Service is operated with the involvement of the processor indicated in the Privacy Notice, in a certified data centre located within the European Union, on a dedicated server system; the Service is accessible via encrypted TLS protocol.

14.3. The purpose of processing data connected with Registration is to identify Users for the purpose of providing the Service, to document service provision and performance, to enable online payment and electronic invoicing, and to evidence the legal relationships established with Users.

14.4. The User gives consent during Registration by voluntarily providing their data and accepting these GTC, but may at any time request information about the personal data processed by the Service Provider that relates to them, and may modify such data at any time. Upon the User's request, the Service Provider provides information about the personal data it processes relating to the User, the purpose, legal basis and duration of the processing, and the recipients of the data. The Service Provider provides the requested information in writing within 30 days of receipt of the request.

14.5. During visits to the Website, the Service Provider places one or more cookies — i.e. files containing a string of characters — on the visitor's device, by means of which the visitor's browser can be individually identified.

DESCRIPTION	LEGAL BASIS	COOKIE TYPE	VALIDITY
Session identifier	Act CVIII of 2001, s. 13/A(3) / GDPR Art. 6(1)(b)	First-party / security	Until end of session
Google Analytics tracking cookie	User consent	Third-party / tracking	2 years
"Remember me" login	User consent	First-party /	5 years

Cross-site request forgery (CSRF) prevention cookie	Act CVIII of 2001, s. 13/A(3) / GDPR Art. 6(1)(f)	First-party / security	1 day
System display settings cookie	Act CVIII of 2001, s. 13/A(3) / GDPR Art. 6(1)(f)	First-party / functional	30 days

14.6. The Service Provider uses the above information solely for the technical operation of the Website and for statistical purposes.

14.7. During use of the Website and the Service, the Service Provider automatically records the User's IP address, the type of operating system and browser used, and other information for technical reasons. This data is logged continuously but is not linked to the data provided during Registration or use. The User cannot access this data. The Service Provider may record data about websites from which the User navigated to the Website, pages visited on the Website, and the time and duration of visits. No conclusions about the identity or profile of the User can be drawn from this data.

14.8. Email addresses are processed solely for the purpose of identifying the User and maintaining communication directly related to the use of the Service (such as account notifications, invoices, and service-related updates). The Service Provider does not send promotional or marketing emails.

XV. INTELLECTUAL PROPERTY

15.1. All elements of the Service are the exclusive intellectual property of the Service Provider.

15.2. The User acknowledges that the Service Provider holds exclusive rights of use with respect to the structure of the Service, all textual and graphic content on the Website, and all software and other solutions.

15.3. The User acquires a non-exclusive, non-transferable right to use the Service.

15.4. The Service may not be used, exploited or reproduced in any other form without the prior written consent of the Service Provider.

received electronically within 30 business days.

16.2. The parties shall endeavour to resolve any disputes arising from the use of the Service amicably.

16.3. In the event of a dispute, the User is entitled to refer the matter to a conciliation body. If an amicable resolution proves unsuccessful, the parties shall resort to legal proceedings and, depending on the value of the claim, submit to the exclusive jurisdiction of the Nagykanizsa District Court or the Zalaegerszeg Regional Court.

16.4. These GTC and the legal relationship between the Service Provider and the User are governed by Hungarian law.

SCHEDULE 1 – PRICING TABLE

	EGG	FLEDGLING	FALCON	LEAD FALCON
Full subscription price (annual)	Free	€588 + VAT / year	€1,188 + VAT / year	Custom pricing
Full subscription price (monthly)	Free	€49 + VAT / month	€99 + VAT / month	Custom pricing
Discounted price (annual)	Free	€348 + VAT / year	€828 + VAT / year	Custom pricing
Discounted price (monthly)	Free	€29 + VAT / month	€69 + VAT / month	Custom pricing
Number of watchlists	1	2	4	Custom
Max. hotels per watchlist	3	10	12	Custom
History access	90 days	Unlimited	Unlimited	Unlimited
In-app notifications	Yes	Yes	Yes	Yes
Email alerts	Yes	Yes	Yes	Yes

PDF export

No

No

Yes

Yes
