Fitbase

General Terms and Conditions and Privacy Notice

Effective as of: 21 October 2026

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General Terms and Conditions

This document sets out the terms governing the use of the Fitbase platform and the data protection rules relating to the Service. Fitbase is an AI-assisted applicant tracking system (ATS) and sourcing system available at https://fitbase.ai (hereinafter the "Service").

The Service is operated by the service provider identified in this document. Depending on the context, the terms "Fitbase" and "Service Provider" refer to the Service or its operator.

Please read these General Terms and Conditions and this Privacy Notice carefully before using the platform (hereinafter collectively the "Agreement"). By using the platform or registering a User account, you accept all terms of this Agreement.

Service Provider Details and Legal Background

- **Company name: Fitbase HR Solutions Korlátolt Felelősségű Társaság**
- **Company registration number: 01-09-456142**
- **Tax number: 33044112-2-42**
- **EU VAT number: HU33044112**
- **Registered office: 1064 Budapest, Podmaniczky utca 57, 2nd floor, Door 14, Hungary**
- **Managing Director: Fodor Ármin**
- **Email: team@fitbase.ai**
- **Website: https://fitbase.ai**

Description of the Service

The system is intended to make the following processes

- *employer branding,*
- *sourcing,*
- *recruitment,*
- *selection*

more transparent, faster, simpler and more efficient, while responsibility for final decisions remains with the corporate User.

Fitbase is an AI-assisted recruitment and applicant tracking system (ATS) that helps corporate Users manage incoming applications, CVs and candidate profiles in a structured manner.

The Service enables, among other things, the automatic processing of CVs, the creation of candidate records and profiles, the tracking of applications and the organisation of individual stages of the recruitment process. Using artificial intelligence, Fitbase analyses the content of uploaded documents and supports the assessment of how candidates' experience, skills and other relevant information match the requirements specified in the relevant job advertisement or job description.

Licence and Intellectual Property

The Fitbase platform and its software are works protected by copyright; all related intellectual property rights belong to the Service Provider.

All rights relating to the Service—including the software source code, database, design, trademarks and brand name—remain the property of the Service Provider. This Agreement does not grant the User any ownership rights or any licence to use Fitbase trademarks or logos.

The Service Provider grants the User a personal, non-transferable and non-exclusive licence to use the Service. This licence is not territorially restricted and is valid for the subscription period purchased and paid for by the User, up to the number of Users specified in the selected plan.

The User may not use the Service Provider's company name, trademarks, logos, domain names or other identifying marks without the Service Provider's prior written consent.

User Data and Candidate Database

Fitbase does not acquire ownership of candidate data, CVs, application materials, candidate profiles or related recruitment data uploaded or entered into the Service by the User or generated within the User's account.

The content of the candidate database created in the User's account is associated with the User, and Fitbase may use it solely to provide, operate and technically support the Service and to carry out the User's instructions.

The Fitbase platform, its software, operating logic, data structures, design, technical solutions, algorithms, templates, know-how and other intellectual creations remain the property of the Service Provider.

Subscription Plans and Fees

Fitbase services are available under various subscription plans. Detailed plan offers and current fees are published on the Fitbase website (for example, at https://fitbase.ai/pricing). The Service Provider reserves the right to amend its pricing.

Subscription fees are payable electronically online; the Service Provider issues an invoice for each payment.

Use of the Service is subject to a prepaid monthly or annual subscription fee. Payment is always due at the beginning of the selected subscription period (monthly or annual billing cycle).

Subscription fees are non-refundable. The User may cancel their subscription at any time but may not reclaim fees already paid for the current period (no pro rata refund is available). If the User cancels their subscription, the Service will remain available until the end of the paid subscription period, after which the subscription will not renew.

Unless the User requests otherwise in writing at least 30 days before the end of the current period, each subscription period will automatically renew for a period of the same duration as the preceding one.

The fee structure above constitutes the default billing arrangement for the Service. Where different fees apply to particular features or add-on services, this will be indicated separately for the relevant feature or service.

Allocation of Responsibility

Fitbase accepts no liability for content uploaded to the system by Users or for decisions or consequences arising from the use of results provided by the system. The platform and its features serve solely to support preliminary screening in the recruitment process; final decisions and responsibility rest in all cases with the User (or the relevant employer).

SLA and Service Provider Obligations

The Service Provider undertakes to provide the Service with the professional care reasonably expected of it, striving for secure and proper operation.

The Service Provider implements appropriate technical and organisational measures to safeguard system security, availability and data protection.

However, the Service Provider does not guarantee that the Service will always be error-free, uninterrupted or available independently of the operation of external service

providers. The Service Provider may perform maintenance, development or security-related modifications that may temporarily restrict the Service.

Availability and Maintenance (SLA)

The Service Provider endeavours to ensure that the Service is continuously and reliably available but does not guarantee any percentage-based availability level unless the parties agree otherwise separately in writing.

The Service Provider may carry out maintenance, development or security-related modifications to the Service. Such activities may result in temporary restrictions or interruptions of the Service.

The Service Provider endeavours to give Users reasonable advance notice of planned maintenance likely to cause significant service interruptions. The Service Provider is not liable for interruptions or errors arising from the operation of external service providers, internet connections, hosting providers, payment service providers, AI providers, job boards or other third parties.

The Service Provider considers continuous and reliable operation of the Service a high priority. It continuously evaluates and improves its infrastructure and technical solutions to reduce the risk of outages and disruptions. Information on Service availability and any disruptions is provided on a separate status page: https://stats.uptimerobot.com/KPr71DZ8tf

As a general rule, the Service Provider does not undertake any predetermined, quantitative availability commitment or SLA. An individual SLA may be agreed separately on individually negotiated terms.

User Obligations

When using the platform, the User undertakes to comply with the following obligations:

- To use the Service exclusively for lawful purposes and refrain from any activity that infringes the rights of others, particularly the personal and data protection rights of job applicants and the intellectual property rights of the Service Provider.
- Not to upload, transmit or store any infringing, unlawful, misleading or harmful content in the system.
- Not to grant unauthorised persons access to the platform or attempt to circumvent access controls or security measures.
- Not to use the Service in a way that could damage the Service Provider's systems or reduce their value; in particular, not to attempt to disrupt or overload the system, use automated tools to misuse the Service, or obtain or reverse-engineer non-public elements of the Service (its source code, data or algorithms).

- The User is responsible for ensuring that applicant data is lawfully uploaded to Fitbase, processed and used in the recruitment process.
- The User must ensure that jobseekers and applicants receive adequate privacy information before submitting an application, including information about the use of Fitbase, AI-based analysis features, any external job boards and the relevant subprocessors engaged by Fitbase.

Use of Cookies

The Fitbase website and platform use cookies to ensure optimal operation of the Service and improve the User experience. A cookie is a small data file sent by the system to the User's browser and stored by that browser. Cookies are used to adapt the website and the Service to User habits and make their use secure and seamless. The following types of cookies are used on https://fitbase.ai:

- **Functional (necessary) cookies: These are essential for the secure and proper display of the website and for the operation of its basic functions.**
- **Analytics cookies: These help analyse website performance and User interactions so that we can continuously improve the Service.**

User Registration and Account

Registration of a User account is required to use the Service. Fitbase is primarily intended for business (corporate) Users; any legal person or organisation without legal personality that creates an account on the platform is considered a User. Upon registration of a User account, an agreement of indefinite duration is concluded between the User and the Service Provider, which remains effective until the account is deleted. By registering, the User acknowledges having read and accepted the terms of this Agreement.

When registering, the User must provide true, accurate and up-to-date information and update that information in their account when necessary.

The User must keep their account login credentials (username and password) confidential. The User is fully responsible for all activities carried out through their account. If the User becomes aware that an unauthorised person may have accessed their account, they must notify the Service Provider immediately.

The User may manage their personal information and subscriptions in the account settings. The Service Provider may suspend or delete User accounts that violate these terms or any applicable law.

The User may grant several employees or team members (e.g. members of the recruitment team) access to the services associated with their account. The User must ensure that every invited team member complies with these terms. The User is

responsible for all actions performed on the platform by such team members as if the User had performed them.

Publication of Job Advertisements on External Job Boards

Fitbase may enable the User to publish job advertisements through the platform on external job boards integrated with Fitbase or made available through technology partners.

The User acknowledges that, on certain external job boards, advertisements may technically appear under the name Fitbase HR Solutions Kft. This is because advertisements are published with the involvement of Fitbase or its technology partner, such as EasyHiring Services Kft., so the User does not need to enter into a separate agreement with each job advertising platform or develop their own technical integration.

Nevertheless, each advertisement must present the company or employer represented by the User and the specific vacancy. The advertisement must make it clear to applicants which company they are applying to, for which role and on what terms. The User is responsible for ensuring that the job advertisement content they provide is accurate, truthful, lawful and not misleading and does not infringe third-party rights or applicable employment, data protection, equal opportunity or other legislation.

The User acknowledges that, for the purpose of publishing job advertisements, Fitbase may transmit the necessary advertising data—including, in particular, the job title, description, location, working conditions, name of the employer or represented company, and technical information necessary for handling applications—to participating technology partners, in particular EasyHiring Services Kft.

EasyHiring Services Kft. acts as a technology partner of Fitbase in the technical publication and distribution of advertisements. Fitbase engages such partners only to the extent necessary to provide the Service.

Advertising on external job boards is billed on a usage-based basis. Before an advertisement is launched, Fitbase displays the expected fees and main cost components associated with the advertisement in advance on the platform. The advertisement is launched only after the User has approved it. Advertising costs appear separately and transparently on the User's invoice, showing the amount spent on external job board advertising services during the relevant billing period.

Information on Compliance with the AI Act

Fitbase recognises the importance of European Union regulation of artificial intelligence and aligns its activities with the relevant requirements. Fitbase monitors the harmonised

rules on artificial intelligence laid down in Regulation (EU) 2024/1689 of the European Parliament and of the Council and endeavours to structure its operations in accordance with applicable requirements.

The AI-based recruitment tool developed by Fitbase is intended to assist human resources professionals in the preliminary screening and assessment of job applicants. The system analyses submitted CVs and other application materials based on statistical and linguistic patterns and lists applicants according to predefined criteria. Importantly, the Fitbase system does not make independent, automated decisions about applicants' suitability; all final decisions—particularly whom to invite to an interview or hire—are made exclusively by human Users of the platform.

The AI Act adopts a risk-based approach. Although recruitment and employee selection are listed in Annex III to the AI Act as potential "high-risk" AI use cases (particularly where a system automatically assesses applicants without human intervention), the Fitbase platform does not qualify as a high-risk AI system. This is because Fitbase has no automated decision-making function and does not directly influence the outcome of the hiring process without human oversight.

Fitbase is committed to transparency, human oversight and data protection in line with the principles of "trustworthy AI". Results generated by the system are always clearly identified as AI-suggested information, and Users are fully informed of the role and limitations of the AI component. Users also retain full control at every stage of the recruitment process; AI functions solely as an aid to human decision-making.

Fitbase monitors the timetable for implementation of the AI Act as well as related guidance and industry practices. Should the platform's risk classification change in the future—for example, due to regulatory changes or the introduction of new features—Fitbase will promptly review its processes and take the necessary steps to ensure that its activities continue to comply with the applicable rules.

Termination and Cancellation of the Agreement

The User may terminate their subscription—and thereby the Agreement—at any time. This can be done through the account settings available on the platform or by notifying the Service Provider's customer support (email: team@fitbase.ai). Upon cancellation, because subscription fees are non-refundable, the User retains access to the Service until the end of the paid subscription period, after which the subscription will not renew.

In the event of a material breach of contract, the Service Provider may terminate the Agreement with immediate effect and/or revoke access to the User's account. The Service Provider also reserves the right to delete a User account if the User has not logged in for more than 12 months.

Upon termination of the Agreement, Fitbase will delete or anonymise all personal data uploaded to the system by the User within a reasonable period, unless a law imposes a different retention obligation. Please note that termination does not entitle the User to a pro rata refund or any compensation.

Dispute Resolution

This Agreement is governed by Hungarian law. The parties will first attempt to resolve any disputes amicably. If this is unsuccessful, the parties agree—subject to the stipulation of jurisdiction—to the exclusive jurisdiction of the competent Hungarian court at the Service Provider's registered office.

Final Provisions

The Service Provider reserves the right to amend this Agreement unilaterally. Users will be notified of any amendments in advance (for example, by a notice published on the platform or by email). The amended terms will become effective on the effective date specified in them. Continued use of the Service by the User after the changes take effect constitutes acceptance of the amended terms.

If you have any questions about this Agreement or the Fitbase services, please contact us at team@fitbase.ai.

Privacy Notice

Data Protection and Data Processing Terms (DPA)

Fitbase is committed to protecting personal data and endeavours to operate in compliance with the European Union General Data Protection Regulation (GDPR, Regulation (EU) 2016/679).

When processing personal data, Fitbase may act in two different capacities: as an independent data controller for certain data and as a data processor for other data.

As an independent data controller, Fitbase processes personal data necessary for operating the Service, maintaining customer relationships, performing the Agreement, invoicing, payments, customer support and compliance with its own legal obligations. Such data may include, in particular:

- the name and email address of the User, contact person or administrator;
- other contact details voluntarily provided by the User, such as a telephone number;
- the User's company name, billing details and tax number;
- subscription, payment and invoicing data;
- account usage, technical and log data;
- customer support enquiries and contact details.

The legal bases for processing data by Fitbase in its capacity as an independent controller include, in particular:

- performance of a contract, including creation of a user account, provision of the Service and management of subscriptions;
- compliance with a legal obligation, particularly invoicing and accounting obligations;
- Fitbase's legitimate interests, particularly maintaining Service security, preventing abuse, providing customer support and monitoring the operation of the Service;
- consent, where Fitbase separately requests consent for particular processing activities.

Fitbase retains personal data processed in its own capacity as controller only for as long as necessary. Data relating to performance of the Agreement is retained for the duration of the Agreement and for as long as related claims may be enforced; invoicing and accounting data is retained for the period required by law; and customer support and contact data is retained for as long as necessary following closure of the matter and for as long as legitimate claims may be enforced.

Fitbase acts as a data processor in relation to personal data that the User uploads or enters into the system or uses to manage the recruitment process while using the Service. Such data may include, in particular:

- CVs of jobseekers and candidates;
- application materials;
- candidate profiles;
- application data;
- statuses, notes and assessments recorded during the recruitment process;
- AI-based analyses, summaries and recommendations.

For these candidate and applicant data, the User is the data controller and Fitbase is the data processor acting on behalf of and in accordance with the instructions of the User. The User is responsible for having an appropriate legal basis for collecting, processing, transferring and using candidate and jobseeker data in the recruitment process and for properly informing the data subjects.

Fitbase undertakes to process personal data that comes to its knowledge solely for the purpose of providing the Service, in accordance with the User's documented instructions, and not to use it for its own purposes unrelated to providing the Service.

Fitbase may engage external technology providers, including in particular AI providers, to operate its AI-based analysis features. These providers act as subprocessors of Fitbase and only to the extent necessary to provide the Service.

The purpose of AI-based analysis performed by Fitbase is to support the recruitment process, for example by structuring and summarising applicant materials and assisting with their preliminary assessment. Fitbase does not make independent, automated decisions concerning applicants' suitability, selection or rejection. Final decisions are always made by the User or their duly authorised personnel.

Where personal data is transferred to or processed in a country outside the European Economic Area, Fitbase ensures that the transfer takes place in accordance with Chapter V of the GDPR and subject to appropriate safeguards. Such safeguards may include, in particular, the use of standard contractual clauses adopted by the European Commission and, where necessary, an assessment of the related data transfer risks.

Data subjects have the right to request information about the processing of their data, seek rectification or erasure of their personal data, and exercise their rights to restriction of processing and to object in accordance with applicable law.

Where a data subject request concerns Fitbase's own processing activities, data subjects may contact Fitbase at team@fitbase.ai. Where the request concerns candidate or applicant data uploaded to the system by the User, Fitbase acts as a processor in accordance with the User's instructions and, where necessary, assists the User in handling data subject requests.

By using the system, the User undertakes to update their own privacy notice where necessary—for example, their privacy statement for applicants—to disclose the involvement of Fitbase as a data processor and the relevant subprocessors engaged by Fitbase during recruitment.

Data Processor Obligations

As a data processor, Fitbase processes personal data, including transfers of personal data, solely on the documented instructions of the User, unless otherwise required by law.

Fitbase ensures that its employees, contractors and subprocessors who have access to personal data are subject to appropriate confidentiality obligations.

Fitbase implements appropriate technical and organisational measures to protect the security of personal data.

At the User's reasonable request, taking into account the nature of the Service and the information available to it, Fitbase provides assistance in handling data subject requests, managing personal data breaches and fulfilling data protection obligations under the GDPR.

Fitbase informs the User without undue delay if it becomes aware of a personal data breach affecting personal data processed within the Service and supports the User with the information available to it in fulfilling obligations relating to the incident.

Upon termination of the Agreement, Fitbase will, at the User's choice, delete or—where technically available—return the personal data uploaded by the User, unless the law requires continued storage of the data.

Access to Data in the User's Account

Fitbase accesses candidate data, CVs, application materials and AI-based analyses stored in the User's account only to the extent necessary to provide the Service.

Fitbase employees do not routinely review candidate data in the User's account or review such data for business purposes. Access may occur only in limited circumstances, for example for customer support, troubleshooting, security checks, system operation, prevention of abuse or compliance with legal obligations.

Fitbase ensures that such access is limited to authorised persons, only to the extent necessary, and that the persons concerned are subject to appropriate confidentiality obligations.

Data Retention and Deletion

By default, Fitbase processes applicant data for as long as necessary to provide the Service or in accordance with the settings specified by the User in the system. Where Fitbase or the Service documentation specifies a default processing period of 90 days for a particular processing operation, any processing beyond that period may take place solely on the basis of the User's independent decision and responsibility as data controller.

The User is responsible for having an appropriate legal basis for retention beyond 90 days, processing within a talent pool, subsequent outreach or use for other purposes, and for properly informing the data subjects.

Engagement of Subprocessors

The User grants general authorisation for Fitbase to engage subprocessors to provide the Service. Fitbase engages only subprocessors that provide appropriate guarantees for the protection of personal data.

At the effective date of this Agreement, the following subprocessors or technology partners, in particular, may participate in providing the Service:

- **OpenAI — supporting AI-based document analysis and text processing;**
- **EasyHiring Services Kft. — technical publication and distribution of advertisements on external job boards;**
- **Stripe — technical processing of online payments;**
- hosting, infrastructure, analytics and communications providers — to the extent necessary for the technical operation of the Service.

Fitbase notifies the User in a reasonable manner of material changes concerning subprocessors. Where the User objects to the engagement of a new subprocessor on substantiated data protection grounds, the parties will discuss possible solutions.

External Job Boards and Technology Partners

Where the User publishes a job advertisement on external job advertising platforms or job boards through Fitbase, Fitbase may transmit the data necessary to provide the Service to its technology partners and the external platforms displaying the advertisement.

Such a technology partner is, in particular, EasyHiring Services Kft., which may participate as a Fitbase contractor in the technical publication, distribution and management of job advertisements. EasyHiring Services Kft. acts as a Fitbase

subprocessor or technology contractor solely to the extent necessary to provide the Service.

Data transfers may include, in particular, the information necessary to publish the advertisement, such as the name of the employer or represented company, job title, advertisement content, place of work, application method and technical data necessary to manage the job advertisement.

Certain external job boards may act as independent data controllers, processors or subprocessors under their own data protection terms in connection with display on their platforms, receipt of applications or technical operation.