

Kirilov Forge — Terms and Conditions (English)

Effective date: September 12, 2025

These Terms and Conditions (the "Agreement", "Terms") govern your access to and use of the website located at **kirilov.hu/forge** and any related services provided by Kirilov Holding / Kirilov Forge (referred to in these Terms as "we", "us", or "Kirilov Forge"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. Definitions

- **Service:** The website kirilov.hu/forge and any features, content, tools, or services provided through that website.
- **User / You:** Any individual or legal entity accessing or using the Service.
- **Project:** Any request, task, or piece of work submitted to Kirilov Forge via the Service.
- **Donation:** A voluntary payment requested or required for certain Projects as described in Section 6.

2. Scope of Service

Kirilov Forge provides a platform through which users may submit Projects for development, collaboration, or review. The specific nature, timeline, and deliverables for any Project are governed by separate communications between you and Kirilov Forge, and — where applicable — by any written proposal, invoice, or agreement we provide.

We reserve the right to modify, suspend, or discontinue the Service (or any part of it) at any time with or without notice. We may also set limits on use and features of the Service.

3. Eligibility

You represent and warrant that you are at least 16 years old (or the minimum age permitted in your jurisdiction to form a binding contract) and that you have legal capacity to enter into this Agreement. If you are using the Service on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

4. Project Submissions & Review

When submitting a Project, you must provide accurate and complete information. You retain responsibility for the content you submit and must not submit unlawful, infringing, defamatory, or harmful material.

Kirilov Forge reserves the right to refuse, delay, or cancel any Project submission at our discretion. We may also require clarification, additional details, or modifications before accepting a Project.

5. Service Decisions and Discretion

Certain operational decisions — including but not limited to project acceptance, priority, scheduling, or resource allocation — are made at the sole discretion of Kirilov Forge. We will make commercially reasonable efforts to communicate important decisions and timelines to affected users; however, we are not liable for decisions made in good faith about Service operations.

6. Donations and Payment Policy

6.1 Donation Requirement for Large Projects

Some Projects may be considered *large* or *resource-intensive*. We define "large" Projects as those that exceed internal thresholds for time, complexity, or resource consumption. These thresholds are determined and may be updated by Kirilov Forge at our sole discretion.

For Projects that meet or exceed our threshold for a "large" Project, a **donation may be required** prior to commencement of work. The donation is intended to cover the additional resources required to process and complete the Project.

- The applicable donation amount (or range) will be communicated to you after review of your Project submission.
- Work on the Project will not begin until the required donation is received and cleared unless we expressly agree otherwise in writing.
- We will notify you if your Project is classified as requiring a donation. If you do not wish to provide the donation, you may withdraw your submission.

6.2 Payment Methods and Receipts

Donations and other payments can be accepted via the payment methods we make available on the Service. We may change or add payment methods from time to time.

You will receive a receipt or confirmation for any payment made through the Service. All donations are non-refundable except as expressly provided in these Terms or required by law.

6.3 Taxes

Any applicable taxes associated with donations or other payments are your responsibility unless otherwise stated.

7. Refunds and Cancellations

If you or we cancel a Project after payment or donation has been made, refunds will be handled case-by-case. Refund eligibility depends on the stage of work, resources already spent, and any separate written agreement between the parties. We will make reasonable efforts to provide a fair settlement in the event of cancellation.

8. Intellectual Property

8.1 Your Content

You retain ownership of content you submit to Kirilov Forge ("Your Content"). By submitting Your Content, you grant Kirilov Forge a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display the content for the purpose of performing the Project and providing the Service.

8.2 Work Product

Unless otherwise agreed in writing, the ownership of work product delivered as part of a paid Project (including where a donation was required) will be governed by the separate terms of the agreement or assignment provided at the time of acceptance. If no separate agreement is provided, we grant you a non-exclusive license to use the delivered work for the intended purpose discussed during the Project workflow.

8.3 Third-Party Materials

If any third-party software, libraries, or assets are used in performing a Project, their terms and licensing may apply and could affect your rights to the final deliverables.

9. Warranties and Disclaimers

The Service is provided "as is" and "as available" without any warranties of any kind, whether express, implied, statutory, or otherwise. To the fullest extent permitted by law, Kirilov Forge disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, accuracy, and non-infringement.

10. Limitation of Liability

To the maximum extent permitted by applicable law, Kirilov Forge, its officers, directors, employees, agents, and affiliates will not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with your use of the Service, even if advised of the possibility of such damages.

Our total aggregate liability for direct damages arising from or related to these Terms will not exceed the amount of donations or payments you actually paid to Kirilov Forge in the twelve (12) months preceding the claim, or €100 (or the equivalent in your local currency), whichever is greater.

11. Indemnification

You agree to indemnify and hold harmless Kirilov Forge and its affiliates from any claims, losses, liabilities, damages, and expenses (including reasonable legal fees) arising from your violation of these Terms or your misuse of the Service.

12. Termination

We may suspend or terminate your access to the Service at any time and for any reason, including for violation of these Terms or to comply with legal obligations. Upon termination, any outstanding

payment obligations remain in effect and certain provisions of this Agreement (such as Sections 8, 9, 10, 11, 12, and 14) will survive.

13. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will provide a notice on the Service or by other appropriate means. Your continued use of the Service after changes become effective constitutes acceptance of the updated Terms.

14. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of Hungary, without regard to conflict-of-law principles. Any dispute arising out of or relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the courts of Hungary.

15. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

16. Contact

If you have questions about these Terms or need to contact us, please email us at kirilovcode@gmail.com.

Note: This document is provided for convenience and informational purposes only and does not constitute legal advice. We recommend that you consult a qualified attorney to review and adapt these Terms to your specific legal and business needs.