

TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

1.1 These Terms and Conditions govern the rights and obligations of ELIA, s.r.o., with its registered office at Hviezdoslavovo námestie 7, 811 02 Bratislava, ID No.: 35 878 185, VAT ID: SK2021791981, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Entry No.: 30925/B (hereinafter referred to as the "Provider"), and the customer as the recipient of these services.

1.2 These Terms and Conditions apply to the provision of software and related services under the designation ELIA Asistent or under another business designation of the Provider, particularly AI chatbot services, automated communication, integration, implementation, consulting, support, and related services provided via the internet or other electronic infrastructure.

1.3 Prior to using the Service, the Customer is obliged to familiarize themselves with these Terms and Conditions and other documents to which these Terms and Conditions refer. By starting to use the Service, confirming consent to the Terms and Conditions, placing an order, concluding a contract, or any other demonstrable method of acceptance, a contractual relationship is established between the Provider and the Customer.

1.4 If the Customer does not agree with these Terms and Conditions, they are not entitled to access or use the Service.

1.5 If the Customer is a legal entity or a physical person - entrepreneur, the person acting on behalf of the Customer declares that they are authorized to bind the Customer in full.

2. DEFINITION OF BASIC TERMS

2.1 For the purposes of these Terms and Conditions, the terms listed below have the following meaning:

AI functionalities are functionalities of the Service based on artificial intelligence, machine learning, generative models, or similar technologies that create, modify, evaluate, or recommend text, data, or other output.

Price List is the current overview of prices for Services, supplementary services, implementation, support, and other performances of the Provider, unless the price is agreed upon individually.

Customer Data refers to all data, information, documents, inputs, files, content, personal data, and other materials that the Customer, an Authorized User, or a person acting on behalf of the Customer enters into the Service, makes available to the Provider, or which are obtained, transmitted, or stored through the Service during its provision.

Documentation is technical, user, operational, security, or other documentation regarding the Service that the Provider makes available to the Customer in electronic or other form.

Confidential Information refers to all information of a commercial, technical, operational, economic, organizational, or other nature that is not publicly available and which one contracting party provides to the other party in connection with the contractual relationship.

Authorized User is the Customer, their employee, statutory representative, collaborator, supplier, or any other person to whom the Customer has allowed access to the Service.

Provider is the company ELIA, s.r.o.

Product Specification is a document, order, price quotation, accepted proposal, order form, or other material determining the scope, parameters, and price of the provided Service.

Service is any performance provided by the Provider to the Customer, particularly the provision of software in the form of SaaS, AI chatbot, hosting, integration, implementation, modifications, support, service, consultation, training, or supplementary functionalities.

Customer Systems are information systems, software, devices, accounts, databases, websites, communication channels, and technical infrastructure of the Customer or third parties used by them, which are related to the use of the Service.

Durable Medium is a means enabling the storage of information in a way that allows its repeated use for a period appropriate to its purpose and in an unchanged form, particularly e-mail.

Output Data are aggregated, anonymized, statistical, technical, or operational data regarding the use of the Service that do not allow the identification of a specific natural person and which the Provider uses for analytical, security, development, and operational purposes.

Customer is a physical person - entrepreneur or a legal entity that has entered into a contractual relationship with the Provider or uses the Service.

3. CONTRACTUAL RELATIONSHIP AND AMENDMENT OF CONDITIONS

3.1 A contractual relationship between the Provider and the Customer arises particularly by signing a contract, confirming an order, accepting a price quotation, confirming consent to the Terms and Conditions, creating an account, activating the Service, or beginning to use the Service.

3.2 The contractual relationship consists particularly of these documents, if they exist: an individual contract, an order or accepted price quotation, product specification, these Terms and Conditions, an agreement on the processing of personal data, and potentially other special conditions.

3.3 The Provider is entitled to reasonably change or supplement these Terms and Conditions, product specification, price list, or other parts of the contractual framework,

particularly if necessary due to changes in legal regulations, technical development, changes in the business model, expansion or modification of the Service, security requirements, or changes in cost inputs.

3.4 If a change substantially worsens the Customer's position, the Provider shall notify the Customer of such change on a Durable Medium at least 30 days before it takes effect. If the Customer does not agree with such a change, they are entitled to terminate the contractual relationship no later than the day the change takes effect.

3.5 An insubstantial change is considered particularly a change of an administrative or technical nature, a change made exclusively for the benefit of the Customer, a change triggered by a legal regulation, or a change with no negative impact on the Customer's rights and obligations.

4. COMMISSIONING AND IMPLEMENTATION OF THE SERVICE

4.1 The Provider shall set up and make the Service available to the extent agreed upon in the contractual framework. If the nature of the Service requires it, the Customer is obliged to provide the Provider with proper and timely cooperation necessary for implementation, configuration, connection, or launch of the Service.

4.2 Basic Customer cooperation includes particularly the provision of input data, access, technical parameters, communication settings, materials for configuration, test scenarios, and the availability of responsible persons.

4.3 If the Customer fails to provide the necessary cooperation properly and on time, the Provider is not liable for delay, impossibility of commissioning, or limited functionality of the Service. The Provider's deadlines are reasonably extended by the period of the Customer's delay and the time necessary to resume performance.

4.4 The Customer is entitled to check the correctness of the Service commissioning without undue delay after it is made available. If the Customer does not send a notification of defects to the Provider within a reasonable period or starts using the Service in normal operation, it is considered that the Service was commissioned properly.

4.5 Customer requirements beyond the agreed scope, particularly change requests, developmental modifications, consultations, training, individual integrations, migrations, or other additional work, are provided as a separate performance for separate remuneration, unless the contracting parties agree otherwise.

5. RIGHT TO USE THE SERVICE

5.1 The Provider grants the Customer, for the duration of the contractual relationship, a non-exclusive, non-transferable, and territorially unlimited right to use the Service within the scope agreed upon by the contractual framework and exclusively for the Customer's own internal needs, unless explicitly agreed otherwise.

5.2 The Customer is not entitled to provide the Service or its part to a third party in the form of resale, sublicensing, rental, outsourcing, or a similar model, unless the Provider grants prior written consent.

5.3 All intellectual property rights to the Service, its source codes, databases, architecture, design, documentation, know-how, business designations, and other elements belong to the Provider or its licensing partners. The Customer acquires only the right to use the Service within the expressly agreed scope.

5.4 The Provider is entitled to make changes to the Service that it deems appropriate or necessary for reasons of security, maintenance, development, compatibility, changes in legal requirements, or improving the quality of the Service provision.

6. RULES FOR USING THE SERVICE

6.1 The Customer is obliged to use the Service properly, legally, and in accordance with the documentation, instructions of the Provider, these Terms and Conditions, and generally binding legal regulations.

6.2 The Customer shall not, in particular:

6.2.1 use the Service in a manner that is contrary to legal regulations, good morals, or the legitimate interests of the Provider or third parties,

6.2.2 bypass or disrupt the security features of the Service,

6.2.3 copy, modify, reverse engineer, decompile, or otherwise unauthorizedly interfere with the Service,

6.2.4 use the Service for sending unsolicited communication, malicious code, fraudulent, illegal, or harmful content,

6.2.5 use the Service for the purposes of competitive analysis, development of a competing solution, or in any other way damaging to the Provider,

6.2.6 allow the use of the Service by unauthorized persons,

6.2.7 enter content into the Service to which they do not have the relevant rights or legal title for processing.

6.3 The Customer is responsible for all activity performed through their account, access data, or the systems of their Authorized Users.

6.4 The Provider is entitled to introduce reasonable usage limits, fair use policies, security measures, and technical restrictions necessary to protect the Service, infrastructure, or other customers.

7. AI FUNCTIONALITIES AND AUTOMATED OUTPUTS

7.1 The Customer acknowledges that the Service may contain AI functionalities, the outputs of which are probabilistic in nature and may contain inaccuracies, incompleteness, simplifications, or incorrect conclusions.

7.2 The Provider does not guarantee the factual, legal, professional, or commercial correctness of outputs generated by AI functionalities. Outputs of AI functionalities do not constitute legal, tax, accounting, health, or other regulated professional advice, unless expressly stated otherwise.

7.3 The Customer is obliged to reasonably verify each output of the AI functionality before its use in practice, before its publication, or before making a decision based on such output.

7.4 The Customer is obliged to ensure that they do not enter personal data, special categories of personal data, trade secrets, confidential information, or copyright-protected content into the AI functionalities to an extent that is not necessary and legally permitted. If the entry of such data is necessary, the Customer is obliged to ensure the existence of a relevant legal basis and appropriate protective measures.

7.5 If the Customer uses the Service in relation to end users, customers, or visitors to their website or other channels, they are obliged to ensure transparent information for these persons regarding the use of automated communication or AI, if required by legal regulations or the nature of the communication.

8. CUSTOMER DATA AND PROTECTION OF PERSONAL DATA

8.1 The Customer bears full responsibility for the legality of Customer Data and for being entitled to provide, disclose, or otherwise use this data in connection with the Service.

8.2 If personal data are part of Customer Data, the Customer declares that they proceed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council and Act No. 18/2018 Coll. on the Protection of Personal Data as amended.

8.3 If the Provider processes personal data on behalf of the Customer while providing the Service, the contracting parties shall be governed by a separate document regulating the processing of personal data or by these Terms and Conditions to the extent they meet the requirements of relevant legal regulations.

8.4 The Provider processes personal data in its own name to the extent and under the conditions stated in the principles for processing personal data published by the Provider.

8.5 The Provider is entitled to use Output Data for analytical, statistical, development, security, and operational purposes.

9. SUPPORT, MAINTENANCE AND AVAILABILITY

9.1 The Provider will exert reasonable professional effort to ensure the functionality and availability of the Service to an extent corresponding to the agreed support regime or service level.

9.2 Unless expressly agreed otherwise, the Service is provided in normal operation mode without a guarantee of continuous availability.

9.3 The Provider is entitled to perform planned outages, updates, service interventions, or security measures. Where reasonably possible, the Provider shall inform the Customer of planned outages in advance.

9.4 The Provider is not liable for unavailability or reduced quality of the Service caused by circumstances beyond its reasonable control, particularly outages of connection, third-party services, cloud infrastructure, attacks, force majeure interventions, or incompatibility of Customer systems.

10. PRICE AND PAYMENT CONDITIONS

10.1 The Customer is obliged to pay the Provider the price for the Service in the amount and manner agreed in the contract, order, price quotation, product specification, or price list.

10.2 Unless agreed otherwise, the Provider is entitled to invoice one-time fees after the ordering or activation of the relevant performance and recurring fees monthly in advance or retrospectively according to the nature of the Service.

10.3 All prices are stated excluding VAT, unless expressly stated otherwise. VAT in the statutory amount will be added to the price.

10.4 The invoice is payable within the period stated on the invoice, usually 14 days from the date of its issuance, unless the contracting parties agree otherwise.

10.5 If the Customer fails to pay any due debt properly and on time, the Provider is entitled to demand statutory interest on late payment, reimbursement of costs associated with the claim enforcement, and, after prior notice, restrict or interrupt the provision of the Service until full payment of the outstanding amount.

10.6 The Provider is entitled to reasonably adjust the price of the Service if there is a change in costs, the scope of the Service, functionalities, legislative requirements, prices from external suppliers, or inflation. The Customer will be informed of a substantial price change at least 30 days in advance.

11. SUSPENSION OR RESTRICTION OF THE SERVICE

11.1 The Provider is entitled to temporarily suspend, restrict, or otherwise adjust the provision of the Service if:

11.1.1 it is necessary for reasons of security, maintenance, or unavoidable technical intervention,

11.1.2 the Customer violates the contractual framework or legal regulations,

11.1.3 the Customer is in default with the payment of due amounts,

11.1.4 the use of the Service threatens the stability, security, or functionality of the infrastructure of the Provider or third parties,

11.1.5 the Provider is obliged to such a procedure based on a legal regulation, decision of a public authority, or a legitimate request of a third party.

11.2 If the nature of the situation allows it, the Provider shall notify the Customer of the imminent restriction or suspension of the Service in advance.

12. CONFIDENTIALITY

12.1 Each contracting party is obliged to maintain confidentiality regarding all Confidential Information of the other party and use it only for the purposes of performing the contractual relationship.

12.2 The confidentiality obligation does not apply to information that was demonstrably publicly known without violating this obligation, was known to the other party earlier than it was provided, was obtained legally from a third person, or its disclosure is required by a legal regulation or a decision of a relevant authority.

12.3 A contracting party is entitled to disclose Confidential Information to its employees, advisors, or suppliers to the necessary extent, provided they are bound by a confidentiality obligation at least to the extent according to this Article.

12.4 The confidentiality obligation lasts throughout the entire contractual relationship and also after its termination, for at least a period of five years; for trade secrets, for the duration for which its statutory protection lasts.

13. REPRESENTATIONS AND RESPONSIBILITY OF THE CUSTOMER

13.1 The Customer represents that they have all authorizations, consents, licenses, and legal titles necessary for using the Service and for providing all Customer Data to the Provider.

13.2 The Customer is responsible particularly for:

13.2.1 the content and legality of Customer Data,

13.2.2 the correctness and appropriateness of instructions provided to the Provider,

13.2.3 the use of the Service by their Authorized Users,

13.2.4 securing their access data, systems, and devices,

13.2.5 decisions made based on outputs or the use of the Service.

13.3 If the Provider incurs damage, cost, penalty, third-party claim, or other harm due to the Customer's breach of obligations, the Customer is obliged to compensate the Provider for such harm.

14. RESPONSIBILITY OF THE PROVIDER AND LIMITATION OF CLAIMS

14.1 The Provider provides the Service as a standardized software solution. Unless expressly agreed otherwise, the Service is provided in the state in which it is available as of the date of provision.

14.2 The Provider is not liable for indirect damages, lost profit, loss of opportunity, loss of business, loss of data, reputational damage, consequential damages, nor for damage caused by incorrect or unauthorized use of the Service.

14.3 The Provider is not liable for defects or damages caused by:

14.3.1 incorrect use of the Service,

14.3.2 failure to provide cooperation by the Customer,

14.3.3 interventions by the Customer or third parties,

14.3.4 non-functionality or incompatibility of the Customer's systems or those of third parties,

14.3.5 incorrectness, incompleteness, or illegality of Customer Data,

14.3.6 use of AI functionalities without reasonable human control.

14.4 The total aggregate liability of the Provider for damage arising in connection with one or more breaches of obligations is limited to the amount of the price the Customer paid to the Provider for the last 12 months before the occurrence of the damage event, but not more than the amount of EUR 50,000, unless individually agreed otherwise.

14.5 Nothing in these Terms and Conditions excludes liability that cannot be excluded or limited according to mandatory legal regulations.

15. DURATION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

15.1 The contractual relationship is concluded for an indefinite period, unless agreed otherwise.

15.2 Unless agreed otherwise, each contracting party is entitled to terminate the contractual relationship even without giving a reason with a notice period of 3 months, which begins to run on the first day of the calendar month following the delivery of the notice to the other party.

15.3 The Provider is entitled to withdraw from the contractual relationship with immediate effect particularly in the event that the Customer:

15.3.1 substantially violates these Terms and Conditions or legal regulations,

15.3.2 uses the Service in an illegal, fraudulent, harmful, or otherwise unacceptable manner,

15.3.3 fails to pay a due debt even within an additional reasonable period,

15.3.4 damages or threatens the good name, technical infrastructure, or legitimate interests of the Provider,

15.3.5 enters liquidation, bankruptcy, or similar proceedings, if this objectively threatens the performance of its obligations.

15.4 On the day of termination of the contractual relationship, the Customer's right to use the Service expires, unless agreed otherwise.

15.5 After termination of the contractual relationship, the Provider shall allow the Customer, within a reasonable period, to export Customer Data in a technically available format, if possible given the nature of the Service and if the Customer has fulfilled all their obligations. After the expiration of a reasonable period, the Provider is entitled to delete Customer Data, unless a special legal regulation requires its further storage.

15.6 Provisions which by their nature are intended to last even after the termination of the contractual relationship remain in force after its termination, particularly provisions on confidentiality, protection of intellectual property rights, liability, payment of debts, protection of personal data, and resolution of disputes.

16. COMPLAINTS AND NOTICES

16.1 The Customer is obliged to notify defects or reservations regarding the provision of the Service without undue delay after discovering them or after they could have discovered them when exercising reasonable care.

16.2 A complaint or notice is submitted in writing, usually by e-mail to the address info@elia-asistent.com, unless the Provider specifies another communication channel.

16.3 The Provider shall handle the complaint within a reasonable period, taking into account the nature of the matter and the technical complexity of the assessment. If a special legal regulation stipulates a binding period, this period shall apply.

17. FINAL PROVISIONS

17.1 If any provision of these Terms and Conditions becomes invalid, ineffective, or unenforceable, this does not affect the validity and effectiveness of the remaining provisions. The contracting parties undertake to replace the affected provision with a new provision that will best correspond to the original purpose.

17.2 The Customer is not entitled to assign their rights or obligations from the contractual relationship without the prior written consent of the Provider. The Provider is entitled to

assign the contractual relationship or its part to a person belonging to the same group or to a legal successor as part of a transfer of a business or its part.

17.3 The Provider is not liable for non-fulfillment of obligations if it is caused by circumstances excluding liability, particularly force majeure, cyber-attack, outage of third-party services, state of war, epidemic, natural event, intervention by a public authority, or other unavoidable event beyond its reasonable control.

17.4 Legal relationships not regulated by these Terms and Conditions are governed by the legal order of the Slovak Republic, particularly the provisions of the Commercial Code and related legal regulations.

17.5 The competent courts of the Slovak Republic are authorized to resolve disputes, unless a mandatory legal regulation stipulates otherwise.

17.6 These Terms and Conditions take effect on the day of their publication or on the day stated in their current version.