

# **TERMS OF USE - PROMETHISTAI**

## **1. DEFINITIONS**

Unless expressly stated otherwise, in these Terms of Use the following terms beginning with capital letters shall have meanings as set out below:

“**Account**” means the unique registration profile established by or on behalf of Customer on the Platform to enable access to and use of the Services, and which contains associated information, billing data, settings, projects, Relational Agents, and other records. “Account” includes any sub-accounts, seats, roles, API keys, or credentials associated with it, regardless of whether such sub-accounts are formally registered as separate entities.

“**Affiliate**” means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where “control” means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interests or the ability to direct management and policies, whether through ownership of voting securities, by contract, or otherwise.

“**Applicable Law**” means all laws, decrees, statutes, regulations, directives, codes, binding standards, court orders, governmental requirements, administrative guidance, and treaties applicable to either party, the Platform, the Services, or Customer’s use of the Services, in any relevant jurisdiction.

“**Confidential Information**” means all information, whether oral, written, electronic, visual, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential under the circumstances of disclosure. Confidential Information includes trade secrets, business, product, and marketing plans, financial information, pricing, roadmaps, customer lists, inventions, know-how, designs, software, source code, object code, algorithms, APIs, technical data, security practices, architectural diagrams, incident and audit reports, and the terms of any Contract. Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a breach of these Terms or other applicable obligation of confidentiality; (ii) is rightfully obtained by the receiving party from a third party without restriction and without breach of any obligation; (iii) is independently developed by the Receiving party without use of or reference to the Disclosing party’s Confidential Information; or (iv) is required to be disclosed by Applicable Law or any binding and enforceable decision of any governmental authority based on Applicable Law.

“**Content**” means any data, text, prompts, instructions, configurations, scripts, workflows, knowledge assets, business processes, files, audio, video, images, metadata, logs, messages, or other material uploaded, submitted, transmitted, stored, generated, uploaded to the Platform or otherwise made available through the Services by or on behalf of Customer or its End Users. Content includes Customer Data and may include outputs produced by Relational Agents where such outputs incorporate, are derived from, or are associated with Customer inputs. Content shall not include the Services and Provider’s Intellectual Property Rights.

“**Contract**” shall mean the binding contract between the Customer and the Provider for the provision of Services based on the order of the Customer and acceptance of such order by the Provider (both order and acceptance can be effected electronically or on the Platform) or concluded as a separate physical or electronic document signed by the Customer and the Provider.

“**Customer**”, shall mean the individual or legal entity entering into the Contract with the Provider. If an individual accepts these Terms on behalf of an organization, “Customer” means that organization, and the individual represents that they have authority to bind such organization.

“**Customer Feedback**” shall have meaning as set out in Article 4.4.

“**Disclosing Party**” shall have meaning as set out in Article 7.1.

“**End User**” means any natural person who interacts with or uses a Relational Agent created or deployed by Customer via the Services. End Users are not parties to the Contract; Customer is solely responsible for End Users’ acts and omissions.

“**High-Risk Use**” means use of the Services in or for operations where failure, error, or inaccuracy could lead to death, personal injury, or severe environmental or property damage, including without limitation medical diagnosis or treatment, life support systems, emergency services, aviation, nuclear facilities, critical infrastructure, autonomous vehicles, or weapons control, or, without limitation, where such use would be regarded as high-risk use under any Applicable Law.

“**Intellectual Property Rights**” means all rights, title, and interest in and to patents, utility models, designs, copyrights, database rights, neighboring rights, trade secrets, know-how, trademarks, service marks, trade names, logos, domain names, and all similar rights recognized in any jurisdiction, whether registered or unregistered, including all applications, renewals, extensions, and rights to sue for past infringements.

“**Platform**” shall mean the PromethistAI platform, i.e. conversational AI technology provided as a service (SaaS) and including general conversation scenarios and tools for design, configuration and deployment of Relational Agents in various scenarios (assistance, education, onboarding, etc.) and mobile application enabling direct interaction of users with such Relational Agent.

“**Provider**” shall mean the entity operating the Platform and providing Services to the Customer, i.e. PromethistAI a.s., company incorporated and existing under the Czech law, with its registered office at Salvátorská 931/8, Staré Město, 110 00 Praha 1, Identification Number 08671281, entered into Commercial Register maintained by the Prague City Court, Section B., Insert No. 24826.

“**Relational Agent**” means a multimodal conversational or task-oriented agent designed, configured, or deployed using the Services and made accessible to End Users through the PromethistAI mobile application or other approved channels.

“**Receiving Party**” shall have meaning as set out in Article 7.1.

“**Services**” shall mean the provision of access to and operation of the Platform, and any related services, if any, provided by the Provider to the Customer.

“**Terms**” shall mean these Terms of Use – PromethistAI.

## **2. ACCEPTANCE OF TERMS AND MODIFICATIONS**

2.1 These Terms govern Customer’s use of the Platform. The Platform consists of components providing users particularly but not exclusively, with natural language recognition, generation, entity recognition, data storage, an administrative GUI (graphical user interface) enabling the user to manage an account, create and share content (usually represented by a conversational application). The specification of the Platform including the mobile application is provided at <https://PromethistAI.com/>.

2.2 By [clicking "I Agree" or "Accept"/ticking “Accept” checkbox] when creating Customer’s Account within the Platform, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms. Creation of the account constitutes an order of the Customer for the respective Services and the Contract is formed as of the moment such order is accepted by the Provider; such acceptance being at Provider’s sole discretion and may be manifested by enabling the Customer to use the Platform.

2.3 These Terms may be modified by the Provider. Each such modification shall be notified by the Provider to the Customer at least 15 days prior to such change entering into effect. The

Customer may notify disagreement with the change to the Provider before the change enters into effect otherwise the change shall be deemed to have been accepted by the Customer. Should the Customer timely notify the disagreement with the change to the Provider, the Contract is deemed to have been terminated as of the day when the change enters into effect.

### **3. USE OF THE PLATFORM**

#### **3.1 General Conditions**

- 3.1.1 The Platform is not intended for consumer use. By creating the Account, the Customer confirms that the Customer is a professional acting within the scope of its trade or profession.
- 3.1.2 The Services are available only to individuals who are 18 years of age or older and have the legal capacity to contract. By using the Services, the Customer represents and warrants compliance with this requirement. The Customer shall also ensure that all End-Users meet this requirement.
- 3.1.3 The Services are offered to Customers located in the EU/EEA, the United Kingdom, and the United States. The Provider may restrict, suspend, or disable access from other locations or from embargoed or sanctioned jurisdictions or to any sanctioned individuals. The Customer shall not circumvent geo-blocking or other access controls.
- 3.1.4 The Customer shall comply with all Applicable Laws in connection with its access to and use of the Services. Customer is solely responsible for compliance obligations relating to its business processes, End Users, and the Content and Relational Agents it deploys.
- 3.1.5 The Customer is responsible for End Users and shall ensure their compliance with these Terms. The Customer shall also be responsible for providing any legally required notices, consents, or disclosures to End Users regarding use of Relational Agents, AI generated content, including disclosures that interactions may be facilitated by AI systems and may be processed or recorded for service operation, security, and improvement and disclosures and notices related to personal data processing within the Platform.
- 3.1.6 The Customer acknowledges and understands that the Platform utilizes artificial intelligence (AI) technology. When using the Platform users will interact with AI Relational Agents who may act differently than could have been expected in human-to-human interaction. If any sounds, videos or images are created within the Platform, they will be marked in a machine-readable format and detectable as artificially generated or manipulated to the extent required by Applicable Laws.
- 3.1.7 The Services are not professional advice. The Customer shall not use the Services for medical, legal, financial, safety-critical, or other High-Risk Uses where errors could cause harm. The Customer must implement appropriate human review, disclaimers, and safeguards proportionate to risk.

#### **3.2 Accounts**

- 3.2.1 Each Customer must register and create an Account within the Platform to use the Platform. The Customer shall provide accurate, current, and complete information during Account registration and shall keep such information updated.

3.2.2 The Customer shall protect the access details to the Platform. The Provider accepts no responsibility for misuse of such access details. Account sharing is permitted at Customer's discretion. The Customer is responsible for all activity under the Account, including activity by employees, contractors, or third parties to whom the Customer grants access or whose access the Customer fails to revoke.

### 3.3 **Acceptable Use and Moderation**

3.3.1 Each Customer shall use the Platform in strict compliance with its specifications and operation instructions and refrain from any conduct that could compromise the security, functionality or availability of the Platform.

3.3.2 The Customer may create multiple projects and multiple Relational Agents within an Account. Customer is solely responsible for the design, configuration, training, testing, and deployment of its Relational Agents and for the Content, logic, and outputs thereof.

3.3.3 The Customer shall use the Services only for lawful purposes and strictly in accordance with these Terms and any Applicable Law. Without limiting the generality of the foregoing, Customer shall ensure that the Services are not used to:

(a) **Illegal Conduct.** Violate Applicable Law; infringe Intellectual Property Rights; engage in unlawful surveillance or interception; facilitate fraud, money laundering, terrorism, human trafficking, or other criminal activity.

(b) **Exploitation and Abuse.** Create, upload, or disseminate content that is exploitative, harassing, defamatory, hateful, discriminatory, incites violence, or promotes self-harm.

(c) **Child Safety Violations.** Create, store, or disseminate child sexual abuse material (CSAM); sexualize minors; solicit minors; or otherwise endanger minors.

(d) **Malicious Code and Security Abuse.** Develop, distribute, or operate malware, ransomware, spyware, botnets, keyloggers, or other malicious code; engage in phishing, pharming, or credential harvesting; provide instructions that meaningfully facilitate such activities.

(e) **Privacy Violations.** Doxx individuals; collect, process, or share personal data without a lawful basis, notice, or consent as required; perform unlawful facial recognition or intrusive tracking.

(f) **Deception and Misrepresentation.** Impersonate persons or entities; misrepresent affiliation or the origin of communications; fabricate or falsify identities; pass off AI outputs as human-authored expert advice where disclosure is required.

(g) **High-Risk Uses.** Use the Services in High-Risk Uses (e.g., medical diagnosis/treatment, life support, aviation, nuclear, critical infrastructure, or other contexts where failure could result in death, injury, or severe harm).

(h) **Weapons and Harmful Instructions.** Provide instructions that meaningfully facilitate the manufacture or procurement of weapons, explosives, or illegal drugs, or the evasion of law enforcement.

(i) **Spam and Unsolicited Activity.** Send unsolicited bulk messages; operate contact scraping or lead generation without consent; run unsolicited or deceptive marketing campaigns; perform mass account creation.

(j) Interference and Overload. Interfere with or disrupt the integrity or performance of the Services; intentionally burden or overload the Services; launch denial-of-service or other abusive traffic patterns.

(k) Circumvention and Evasion. Bypass or attempt to bypass authentication, authorization, rate limits, usage meters, or safety filters; obfuscate usage to avoid billing or enforcement.

(l) Modification and Reverse Engineering. Alter, modify, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code, models, datasets, or underlying techniques of the Platform or Services (except to the limited extent permitted by mandatory provisions of Applicable Law).

(m) Scraping and Unauthorized Access. Access non-public areas of the Services; scrape data beyond Customer's own Content; crawl or index in a way that burdens the Services or violates robots directives; access accounts or data without authorization.

(n) Prohibited Jurisdictions and Persons. Use the Services for or on behalf of sanctioned persons or jurisdictions, or in violation of export control or sanctions laws.

(o) Unlawful Biometric/Sensitive Processing. Process special categories of personal data (e.g., health, biometric, genetic, sexual life, political opinions) without meeting the strict requirements of Applicable Law and without implementing appropriate safeguards.

(p) Competitor Misuse. Copy or extract non-public features, UX flows, or proprietary service logic to build a confusingly similar service; benchmark for disparagement; or access the Services for the primary purpose of competitive analysis in violation of these Terms (legitimate competitive use without misappropriation is not prohibited).

3.3.4 The Provider may (but is not obligated to) monitor usage of the Platform to detect, prevent, or investigate suspected violations, abuse, or security incidents; analyze telemetry for safety and reliability; and retain logs as reasonably necessary for operations and compliance; however, no algorithmic decision-making is used on the Platform.

3.3.5 Without limiting any other rights, the Provider may remove or disable access to Content, quarantine or block specific Relational Agents, suspend or terminate Accounts, restrict usage, or notify competent authorities if the Provider reasonably believes a violation of these Terms or any Applicable Law has occurred or is likely to occur. All fees remain payable notwithstanding such enforcement actions.

## 3.4 Notices

3.4.1 The single point of contact for the authorities, users and other persons in relation to operation of the Platform, including without limitation, submitting notices of illegal content on the Platform, shall be the following e-mail address: [support@PromethistAI.com](mailto:support@PromethistAI.com). Any communication to this e-mail address shall be made in English or Czech language.

3.4.2 A notice of illegal content of the website may be filed by anyone through the above e-mail address. Such notice shall always contain at least the following information:

(a) a sufficiently substantiated explanation of the reasons why the information in question is perceived to be illegal content;

(b) a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specifics of the Platform;

(c) the name and email address of individual or entity submitting the notice, except in the case of information considered to involve one of the offences of sexual abuse of children, sexual exploitation of children, child pornography, solicitation of children for sexual purposes or incitement, aiding, abetting or attempt of such offenses; and

(d) a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.

3.4.3 Where the notice contains the electronic contact information of the individual or entity that submitted it, the Provider shall, without undue delay, send confirmation of receipt of the notice to that individual or entity.

3.4.4 The Provider shall process any notice of illegal content that it receives and take its decisions in respect of the information to which the notice relates, in a timely, diligent, non-arbitrary and objective manner and inform the individual or entity who submitted the notice about such decision without undue delay. Should the individual or entity submitting the notice disagree with the decision taken by the Provider, they shall be entitled to bring an action with the court of any competent jurisdiction or respective regulatory authority.

3.4.5 In the event that the notice results in removal or other moderation of Customer's Content, or permanent or temporary suspension of Service with respect to any Customer; the Provider shall inform any affected Customer thereof without undue delay stating the reasons for such decision. Should the Customer disagree with such decision, the Customer shall be entitled to bring an action before court of any competent jurisdiction or lodge complaint with respective regulatory authority, including, in case of Customers domiciled in the EU, the Digital Services Coordinator in their member state.

### 3.5 **No Warranty**

3.5.1 The Provider shall use commercially reasonable efforts to maintain the Platform and the Services to minimize defects, errors and interruptions in the Services and inform, where possible, the Customers reasonably in advance of any outages or scheduled maintenance events. Notwithstanding the foregoing, the Platform is an experimental technology in ongoing development and therefore is provided strictly on "AS IS" basis. By using the Platform, the Customer acknowledges and agrees that the Platform is only provided for the purposes of experimenting with the development and deployment of Relational Agents, as well as their deployment for production use cases and may contain bugs, errors, or incomplete features. There is no guarantee as to functionality or availability of the Platform. The Provider may modify, update, or deprecate features, components, providers, or interfaces, including usage meters and supported models. Where practicable, the Provider will provide notice of material changes that materially and adversely affect core functionality. The Provider may discontinue any Service or feature for legitimate business, security, or legal reasons.

3.5.2 Customers use the Platform entirely at their own risk. To the maximum extent permitted by Applicable Law, the Provider disclaims all warranties expressed or implied for functionality or availability of the Platform and its fitness for any particular

purpose and the Provider shall not be liable for any damages, losses, or issues arising from Customer's use of this Platform. The Provider also particularly disclaims liability for any Content. Each Customer shall be fully responsible for its Content and by uploading or using Content on the Platform, the Customer confirms that use of such Content on the Platform will not infringe any third-party rights or any Applicable Law. Due to experimental nature of the Platform, it is strongly recommended that no sensitive, proprietary or confidential data are entered to the Platform. Under no circumstances shall any warranty whatsoever be provided to Customers using the free trial version of the Platform.

- 3.5.3 The Services may rely on third-party services, including hosting, model providers, analytics, email delivery, support systems, and the payments providers. The Provider does not control such third-party services and is not responsible for their availability, accuracy, or compliance.

#### **4. IP, LICENSE, DATA OWNERSHIP**

- 4.1 The Customer hereby acknowledges and agrees that all components of the Platform (including, without limitation, any general conversation scenarios) are the intellectual property of the Provider, unless expressly stated that they are the intellectual property of third parties or provided as open source. The Customer shall refrain from any conduct that would infringe Provider's or respective third parties' Intellectual Property Rights. Open-source or third-party components are licensed under their respective license terms which shall be complied with by the Customer.
- 4.2 The Customer is granted a non-exclusive license to use the Platform solely for the purpose for which it is provided, i.e.: to develop, integrate and operate Relational Agents and interact with them on the Platform, for Customer's internal or business purposes, however not for re-sale, rental, lending or communication to the public or any further development.
- 4.3 Between the Customer and the Provider, the Customer shall remain the owner of any Content uploaded to the Platform or made available to the Provider in relation to use of the Platform. The Provider shall be entitled to anonymize such Content so that it loses the nature of personal data and is in no way attributable to the Customer and End Users. Such anonymized data shall be owned by the Provider who is entitled to use such data without any limitation, including but not limited to the purpose of analysis and improvement of the Platform and the Services.
- 4.4 If the Customer or any End User, provides comments, improvements, suggestions, ideas, or other information, documents or materials regarding the Platform or the Services ("**Customer Feedback**") to the Provider, the Provider shall be entitled to use, modify, and incorporate such Customer Feedback to update or improve the Platform or the Services or its other products and services, and Customer hereby grants to the Provider a non-exclusive, irrevocable, transferable, sublicensable, and royalty-free license to use such Customer Feedback without any limitation as to the volume, scope, method, time, purpose and territory of use and without any obligation to provide any remuneration to the Customer or End User.

#### **5. FEES AND PAYMENT**

- 5.1 The Customer agrees to pay to Provider the fees for the Services according to the subscription plan selected at the time of registration to the Platform or anytime thereafter in the Account settings. Each subscription plan includes a defined amount of conversation minutes. All fees are non-refundable.

- 5.2 Unless specified otherwise, the invoicing period shall be 1 month, and the subscription shall be charged to the Customer via the payment method selected in the Account setting at the first day of each month.
- 5.3 In case of Customer's payment default the Provider reserves the right to suspend the Account, access to the Platform and any Services; other remedies available to the Provider under these Terms or any Applicable Law shall remain unaffected.

## **6. LIABILITY AND INDEMNITY**

- 6.1 Without prejudice to the provisions of Article 3.5, the Provider's liability for damage or any other harm caused to the Customer resulting from the breach of these Terms or any Applicable Law in connection with these Terms shall not exceed the amount of total fees paid by the Customer to the Provider in the respective calendar month in which the breach occurred, with the exception of Customers using the free trial version of the Platform where all Provider's liability shall be strictly excluded. In any case the Provider shall not be liable for any indirect, special, consequential or punitive damages and lost profits. The above limitation of liability shall not apply in cases where the limitation of liability is excluded by provision of Applicable Law which cannot be departed from by the agreement of the parties.
- 6.2 The Customer shall defend, indemnify, and hold harmless the Provider and its Affiliates, and their respective directors, officers, employees, contractors, and agents against all claims, demands, actions, proceedings, damages, fines, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
- (a) Customer's Content or Relational Agents (including alleged infringement, privacy violations, or unlawful processing);
  - (b) Customer's or End Users' use of the Services in violation of these Terms or Applicable Law;
  - (c) Customer's failure to provide required disclosures, notices or obtain required consents from End Users, including without limitation in relation to personal data processing; or
  - (d) violation of End User's or any third-party rights by Customer in relation to the Platform or Services, including without limitation any disputes between the Customer and End Users or any third parties in that regard.

## **7. CONFIDENTIALITY AND PRIVACY**

- 7.1 Each party, being a recipient of Confidential Information ("**Receiving Party**") from the party disclosing such Confidential Information ("**Disclosing Party**"), shall:
- (a) protect the Disclosing Party's Confidential Information using at least the degree of care it uses to protect its own similar information, and no less than reasonable care;
  - (b) use Confidential Information only for purposes of performing under the Contract;
  - (c) limit access to those employees and professional advisers of such Receiving Party with a need to know for performance of their duties and who are bound by confidentiality obligations at least as protective as this Article 7;
  - (d) not remove, obscure, or alter proprietary or confidentiality notices; and



(e) promptly notify the Disclosing Party of any unauthorized access, disclosure, or use of Confidential Information of which it becomes aware.

- 7.2 If the Receiving Party is legally compelled to disclose Confidential Information (by law, regulation, subpoena, or court order), the Receiving Party shall, where lawful: (a) provide prompt written notice to the Disclosing Party to allow it to seek protective measures; and (b) disclose only the minimum Confidential Information required to comply.
- 7.3 Upon the Disclosing Party's written request or upon termination of the Contract, the Receiving Party shall promptly return or destroy Confidential Information and certify destruction upon request, except that the Receiving Party may retain archival copies in routine backups or as required by law or for the establishment, exercise, or defense of legal claims or pursuing other legitimate interests, in which case confidentiality obligations continue to apply until deletion.
- 7.4 The confidentiality obligations in this Article 7 shall survive for ten (10) years after termination of Contract.
- 7.5 Privacy and protection of personal data shall be governed by a separate Privacy Notice and Personal Data Processing Agreement.
- 7.6 The Provider shall have right to publish information that the Customer is the customer of the Provider and use Customer's name and logo on Provider's website and in Provider's marketing materials.

## **8. TERM AND TERMINATION**

- 8.1 The Contract is concluded for indefinite period, unless expressly stipulated otherwise.
- 8.2 In addition to the cases where the Contract can be terminated in accordance with Article 2.3 or under the rules of Applicable Law, it can also be terminated by the Customer for any reason or without stating a reason by selecting a cancel Account option within the Platform. Such termination shall become effective as of the last day of the calendar month in which such cancellation was made; however, if the Customer is using a subscription plan, the Contract will not terminate before expiration of the respective subscription period.
- 8.3 The Provider shall have the right to terminate the Contract for any reason or without stating a reason by written termination notice sent to the Customer by e-mail to the e-mail address associated with the Account with a 3-month termination period, or effective immediately in case of Customer's material breach of these Terms or any Applicable Law in connection with these Terms.
- 8.4 The Customer acknowledges and agrees that after termination of the Contract the Provider will delete the Account, including all Content stored there without undue delay after termination entering into effect, except for the data the Provider may reasonably retain for protection of its legitimate interest or is required to retain under any Applicable Law.

## **9. FINAL PROVISIONS**

- 9.1 The Customer consents to receive all notices, disclosures, and other communications electronically. Electronic signatures, clicks, or acceptances executed through the Platform have the same legal effect as handwritten signatures to the maximum extent permitted by Applicable Law.
- 9.2 These Terms as well as all contracts incorporating these Terms shall be governed by the laws of Czechia.

- 9.3 Any dispute arising from or in connection with these Terms or any contract incorporating these Terms shall be decided by the courts of the Czech Republic. Local jurisdiction of such courts shall be determined based on the registered office of the Provider at the time of filing of the respective court action.
- 9.4 No provision of any contract shall establish rights or obligations of any third party and shall not serve interest of any third party. No party may assign any of its rights or obligations under these Terms or any Contract to any third party without the consent of the other party; such consent not being required in the event of assignment from the Provider to any of its Affiliates.
- 9.5 Reference to an “Article” shall mean Article of these Terms unless expressly stipulated otherwise.