

Terms and Conditions of the ChytrChat Service

This is an English translation of the Czech-language original ("Obchodní podmínky služby ChytrChat") provided for informational purposes only. In the event of any discrepancy between this translation and the Czech original, the Czech version shall prevail and is the only legally binding version.

Provider: Penhouse s.r.o. **Registered office:** Uhřetice 101, 679 63 Uhřetice, Czech Republic **Company ID (IČO):** 238 43 683 **Tax ID (DIČ):** CZ23843683 (the Provider is not a VAT payer; the listed prices are final) **Registered:** with the Regional Court in Brno, file no. C 147765 **Contact e-mail:** info@chytrchat.cz **Website:** <https://app.chytrchat.cz>

Valid and effective from: 29 July 2026

1. Introductory provisions

1.1. These Terms and Conditions (hereinafter the "**Terms**") govern the mutual rights and obligations between Penhouse s.r.o. (hereinafter the "**Provider**") and the user (hereinafter the "**User**") arising in connection with the use of the ChytrChat service available at app.chytrchat.cz (hereinafter the "**Service**").

1.2. The Service is a software platform (SaaS) enabling the User to create, configure and operate their own artificial-intelligence chatbots, train them on their own data sources (websites, documents, text) and embed them as a widget on their own websites.

1.3. If the User is a natural person acting outside the scope of their business activity or independent profession, they are a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., the Civil Code (hereinafter a "**Consumer User**"). Other Users (entrepreneurs acting within the scope of their business activity) are hereinafter referred to as "**Business Users**". Unless expressly stated otherwise, these Terms apply to both types of Users; provisions expressly designated for only one group apply to that group only.

1.4. Relations not governed by these Terms are subject to Act No. 89/2012 Coll., the Civil Code (hereinafter the "**Civil Code**"), and, where the User is a consumer, also to Act No. 634/1992 Coll., on Consumer Protection.

2. Definitions

- **Account** — the User's user account within the ChytroChat application, created upon registration.
- **Chatbot** — a conversational AI assistant created and configured by the User within the Service.
- **Widget** — an embeddable element (code/script) by which the User places a Chatbot on their website.
- **Sources** — data uploaded or linked by the User on which the Chatbot is trained (text, files, web pages, sitemaps).
- **Plan (Subscription)** — the scope of the Service and the associated parameters and limits (number of conversations, available AI models, source types, etc.) chosen by the User. The current offering of Plans, their parameters and prices are listed in the pricing overview on the Provider's website.
- **Visitor** — an end user of the User's website who communicates with the Chatbot via the Widget. A Visitor is not a contracting party of the Provider.
- **Content** — all data, texts, instructions and materials that the User inserts into the Service or processes through the Service.

3. Registration and conclusion of the contract

3.1. Use of the Service requires registration of an Account by providing an e-mail address, followed by verification and setting a password according to the procedure in the application.

3.2. The contract between the Provider and the User is concluded upon completion of the Account registration and the User's acceptance of these Terms. Ordering a paid Plan gives rise to a related agreement on the scope and price of the Service provided according to the selected Plan.

3.3. The User is obliged to provide truthful and up-to-date information during registration and within the Account, and to keep it up to date.

3.4. Only a person over 18 years of age, or a person with full legal capacity authorized to enter into binding contracts, may be a User.

4. Plans and pricing

4.1. The Service is offered in several Plans (currently e.g. Free, Start, Grow, Pro and Individual), which differ in the scope of features and limits. The current overview of Plans, their parameters and prices is always listed in the pricing overview available on the Provider's website; this overview forms an integral part of the Provider's offer.

4.2. The Free Plan is provided free of charge, in a limited scope, and the Provider is entitled to modify or discontinue it at any time.

4.3. The Individual Plan is agreed on the basis of an individual agreement between the Provider and the User, which takes precedence over these Terms to the extent it deviates from them.

4.4. The Provider is entitled to change the prices of the Plans. A price change does not affect a billing period already paid for and in progress; for subsequent periods it applies only after prior notice pursuant to Art. 13.2.

4.5. The Provider is not a VAT payer. The prices listed in the pricing overview are final.

5. Payment terms

5.1. Payment for the selected paid Plan is made in advance for the relevant billing period (monthly or annual) via a third-party payment gateway integrated into the Service.

5.2. Processing of payment data (e.g. payment card numbers) is carried out exclusively by the payment gateway operator; the Provider does not store this data and has no access to it.

5.3. By ordering a paid Plan with recurring payment, the User expressly agrees that the payment for the next billing period will be charged automatically (recurring payment) on the Subscription renewal date, until the User cancels the Subscription pursuant to Art. 8. The User may cancel the recurring payment at any time in their Account; the cancellation takes effect from the following billing period.

5.4. If payment for the Subscription is not successfully completed (e.g. due to insufficient funds or a declined payment), the Provider is entitled to limit the scope of the Service to the parameters of the Free Plan, or, after reasonable notice, to suspend the User's access to features beyond the Free Plan, until proper payment is made.

5.5. If the User reaches, within a billing period, the limit set by the selected Plan (e.g. number of conversations), the Provider is entitled to temporarily limit the provision of the Service beyond that limit until the start of the next billing period or until the User upgrades to a Plan with a higher limit.

6. Rights and obligations of the User

6.1. The User is responsible for all Content they insert into the Service, including the Chatbot's system instructions and the Sources on which the Chatbot is trained. The User represents that they are authorized to handle such Content and that doing so does not infringe the rights of third parties (in particular copyright) or generally binding legal regulations.

6.2. If the User inserts personal data of third parties into Sources or system instructions, the User is responsible for the compliance of such processing with data protection law in relation to their own Visitors and customers; in this respect the Provider acts as a processor pursuant to Annex No. 1 to these Terms.

6.3. The User undertakes not to use the Service to distribute unlawful, offensive, misleading or otherwise objectionable content, to send unsolicited communications (spam), to attempt unauthorized access to the systems of the Provider or third parties, or to engage in conduct that could jeopardize the operation or security of the Service.

6.4. The User acknowledges that the responses generated by the Chatbot are produced by a third party's artificial intelligence and may contain inaccurate, incomplete or misleading information. The User is obliged to appropriately review the content and configuration of their Chatbot, in particular where the Chatbot is intended to communicate with the User's customers or the public.

6.5. The User is responsible for the security of the access credentials to their Account and for all activity carried out under their Account.

7. Rights and obligations of the Provider

7.1. The Provider undertakes to make reasonable efforts to ensure the availability and functionality of the Service. The Provider does not guarantee uninterrupted (100%) availability of the Service, in particular given its dependence on third-party infrastructure and services (e.g. AI model providers, hosting providers).

7.2. The Provider is entitled to temporarily limit or interrupt the Service or part thereof for the purposes of maintenance, updates, security, or for reasons on the part of third parties, to the extent and for the time necessary.

7.3. The Provider is entitled to further develop the Service and modify and change its features, even without the User's prior consent, provided this does not materially worsen the agreed scope of the paid Plan.

7.4. The Provider is entitled to suspend or cancel the Account of a User who seriously or repeatedly breaches these Terms, even without prior notice, where there is a risk of delay causing harm (in particular in the event of misuse of the Service, endangerment of its operation, or unlawful conduct).

8. Term and termination of the contract

8.1. The contract is concluded for an indefinite period.

8.2. The User may cancel their Subscription, or their entire Account, at any time in their Account or by request sent to the Provider's contact e-mail. Cancellation of a paid Plan takes effect at the end of the currently paid billing period; no pro-rata refund is provided for an already-paid, unused period, unless otherwise stated below (see Art. 9 for Consumer Users).

8.3. The Provider may terminate the contract with the User with 30 days' notice, even without giving a reason; in such a case the Provider will refund the User a pro-rata part of the already-paid, unused Subscription price.

8.4. After cancellation of the Account, the Provider will retain the User's data for a reasonable period (at least 30 days) in case the Account is restored, after which the Provider is entitled to permanently and irreversibly delete it, unless its retention is required by law (see the Privacy Policy).

9. Withdrawal from the contract by a Consumer User

9.1. In accordance with Section 1829 of the Civil Code, a Consumer User has the right to withdraw from a distance contract without giving a reason within 14 days of its conclusion, by sending an unambiguous statement of withdrawal to the Provider's contact e-mail.

9.2. If the Consumer User expressly requests (e.g. by ticking the relevant option when ordering a paid Plan) that the provision of the Service begin already during the withdrawal period, and the Consumer User nevertheless withdraws from the contract within that period, they are obliged to pay the Provider a pro-rata part of the agreed price for the performance provided up to the moment of withdrawal (Section 1834 of the Civil Code); the remaining part of the price paid will be refunded without undue delay, no later than 14 days from the withdrawal, using the same method by which it was received.

10. Liability for damages

10.1. The Provider is not liable for the content of responses generated by the Chatbot, nor for any damage incurred by the User or third parties as a result of their use; such content is generated automatically on the basis of third-party artificial intelligence models and the configuration made by the User.

10.2. The Provider is not liable for damage caused by an outage, unavailability or change in third-party services on which the operation of the Service depends (in particular AI model providers, hosting providers, the payment gateway), where the Provider was unable to influence such circumstances.

10.3. Towards a Business User, the Provider's total liability for damage arising in connection with the provision of the Service is limited to the total amount of payments made by that User to the Provider over the 12 months preceding the occurrence of the damaging event. This limitation does not apply to damage caused intentionally or by gross negligence.

10.4. The provisions of this article do not affect the rights of a Consumer User granted to them, as a consumer, by mandatory provisions of law from which no contractual deviation is permitted.

11. Intellectual property

11.1. All rights to the ChytroChat software platform, its source code, design and trademarks belong to the Provider. Upon conclusion of the contract, the User acquires, for the duration of the contract, a non-exclusive, non-transferable right to use the Service to the extent of the selected Plan.

11.2. Content uploaded by the User into the Service remains the property of the User, or the relevant third parties. The Provider is entitled to handle such Content solely for the purpose of providing the Service.

12. Complaints and out-of-court dispute resolution

12.1. The User may file a complaint about defects in the Service at the Provider's contact e-mail. The Provider will handle the complaint without undue delay, and for a Consumer User no later than within 30 days of the complaint being filed.

12.2. Should a consumer dispute arise between the Provider and a Consumer User that cannot be resolved by mutual agreement, the Consumer User may refer the matter to the Czech Trade Inspection Authority (Česká obchodní inspekce, adr.coi.cz) for out-of-court dispute resolution, or use the online dispute resolution platform available at ec.europa.eu/consumers/odr.

13. Final provisions

13.1. Relations not governed by these Terms are subject to the laws of the Czech Republic.

13.2. The Provider is entitled to unilaterally amend these Terms. The Provider will inform the User of any change at least 15 days in advance, by e-mail or by notice in the Account. If the User disagrees with the change, they have the right to terminate the contract by the date the change takes effect; otherwise the User is deemed to agree with the change.

13.3. Annex No. 1 — Data Processing Agreement forms an integral part of these Terms and applies to the extent that the Provider, in connection with the Service, processes personal data of Visitors on behalf of the User acting as controller.

13.4. If any provision of these Terms is or becomes invalid or ineffective, this does not affect the validity and effectiveness of the remaining provisions.

13.5. These Terms are effective from the date stated in the heading of this document.

Annex No. 1 — Data Processing Agreement

(concluded between the Provider as processor and the User as controller pursuant to Art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation — "GDPR")

A. Subject matter and duration

A.1. This Annex applies to the extent that, in providing the Service, the Provider processes personal data of Visitors to the User's website (i.e. persons communicating with the User's Chatbot) on behalf of the User, who is the controller of such data within the meaning of the GDPR. In this respect the Provider acts as a processor.

A.2. This Annex is concluded for the duration of the contract under the Terms and terminates simultaneously with its termination.

B. Subject matter, nature and purpose of processing

B.1. The subject matter of the processing is personal data contained in the communication between the Visitor and the User's Chatbot, or in the widget's contact form, in particular: the content of messages in the conversation, voluntarily provided contact details (name, e-mail, phone number), an anonymous visitor identifier, and the IP address.

B.2. The purpose of the processing is exclusively the provision of the Service under the Terms, i.e. the operation and evaluation of Chatbot conversations, their storage in the conversation history, and the technical measures necessary for operation (e.g. limiting the number of requests per domain).

B.3. Processing takes place for the duration of the contract and to the extent necessary to provide the Service, and after its termination pursuant to Art. 8.4 of the Terms.

C. Obligations of the Provider as processor

The Provider undertakes to:

- a) process personal data only on the basis of documented instructions from the User, including with regard to transfers to a third country, unless obliged to do so by European Union or Member State law;
- b) ensure that persons authorized to process personal data are bound by confidentiality;
- c) take appropriate technical and organizational measures to secure the processing (in particular encrypted data transmission, restricted access rights, and encryption of sensitive data in the

database);

- d) engage another processor (sub-processor) only with the User's general consent granted by concluding this Annex; the Provider will provide the current list of sub-processors used to the User upon request at the Provider's contact e-mail. As of the effective date of these Terms, the sub-processors include in particular OpenAI (OpenAI Ireland Ltd. / OpenAI, L.L.C.) (provider of AI models and, where applicable, storage of Sources); the Provider will notify the User in advance of any change or addition of a sub-processor so that the User may raise any objections;
- e) assist the User, through appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the User's obligation to respond to requests for the exercise of data subjects' rights;
- f) assist the User in ensuring compliance with the obligations regarding security of processing, notification of personal data breaches, and data protection impact assessments;
- g) notify the User of any personal data breach without undue delay after becoming aware of it;
- h) after the termination of the provision of the Service, delete all personal data in accordance with the User's instructions, unless European Union or Member State law requires the retention of such personal data;
- i) provide the User with all information necessary to demonstrate compliance with the obligations under Art. 28 GDPR.

D. Transfers to third countries

D.1. Where, in connection with the processing, it is necessary to transfer personal data outside the European Economic Area (in particular to a sub-processor established in the USA under section C(d)), the Provider ensures such transfer on the basis of standard contractual clauses adopted by the European Commission, or on the basis of an adequacy decision (e.g. the EU–U.S. Data Privacy Framework), where the sub-processor participates in it.

E. Other provisions

E.1. The User acknowledges and agrees that, in relation to their own customers and Visitors, they are themselves obliged to fulfil the information obligation under Art. 13/14 GDPR (e.g. by means of their own privacy policy on their website), including with regard to the use of the Chatbot and the transfer of data to the Provider as processor.

E.2. The processing of personal data of the User themselves, as a registered customer of the Provider (where the Provider is the controller), is governed by a separate Privacy Policy available on the Provider's website.