TERMS AND CONDITIONS

Effective Date: 2026/01/01

Last Update: 2026/01/01

1. PREAMBLE AND DEFINITIONS

1.1. **Introduction.** These Terms and Conditions ("**Terms**") govern the use of the SaaS platform provided by **Let's Whisper s.r.o.** with its registered office at Křižíkova 148/34, Karlín, 186 00 Praha 8, Czechia, Identification No.: 23849959, registered in the Commercial Register maintained by the Municipal Court in Prague ("**Provider**", "**we**", "**us**") to the entity or person identifying itself as the customer ("**Customer**", "**you**") in the order form or sign-up process.

1.2. **B2B Only.** The Service is intended exclusively for business use (B2B). By accepting these Terms, the Customer confirms they are acting within the scope of their trade, business, or profession. Consumer protection laws do not apply.

1.3. **Definitions:**

● "**Service**" means the AI-powered communication automation platform provided via letswhisper.ai.

● "**Customer Data**" means all data, content, audio files, and text uploaded, connected (via API), or submitted by the Customer to the Service.

● "**Output**" means the transcripts, text drafts, summaries, and other content generated by the Service based on Customer Data.

● "**Authorized User**" means an employee or contractor of the Customer authorized to use the Service.

2. USER ACCOUNT, LICENSE AND RESTRICTIONS

2.1. **Account Registration.** To access the Service, you must register for an account. You agree to provide accurate, current, and complete information. You are solely responsible for safeguarding your login credentials.

2.2. **Limited License (Access Right).** Subject to your compliance with these Terms and payment of applicable fees, Provider grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service remotely via the internet solely for your internal business purposes during the subscription term.

2.3. **Provider IP.** The Provider retains all rights, title, and interest in the Service, including its code, UX, methodology, pre-trained models, and documentation. Customer acknowledges that any improvements, modifications, or derivative works created by Provider based on general usage patterns or aggregated, anonymized data from multiple customers shall remain the sole property of Provider.

2.4. **Customer Data Ownership.** The Customer retains all rights to Customer Data. You grant us a license to process this data solely to provide the Service to you. This license

includes the right to use, reproduce, modify, and create derivative works from Customer Data solely to the extent necessary to provide, maintain, improve, and support the Service for Customer's benefit.

2.5. **Output Ownership.** Customer retains all rights to the Output generated by the Service.

2.6. **Customer's Liability.** The Customer is responsible for ensuring the Output does not violate third-party rights or laws before using it.

2.7. **AI Training.** Provider represents and warrants that it does not use Customer Data (specifically email contents, voice recordings, or transcripts) to train its general-purpose AI models or the models of its third-party sub-processors for the benefit of other customers.

2.8. **Prohibited Uses (Restrictions).** You shall not, and shall not permit any third party to: (a) **Reverse Engineering**: Copy, modify, reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying algorithms of the Service; (b) **Benchmarking**: Access the Service to build a competitive product or service, or to copy its features, functions, or user interface (UI/UX); (c) **Reselling**: Sell, resell, license, sublicense, distribute, rent, or lease the Service, or include the Service in a service bureau or outsourcing offering; (d) **Scraping**: Use any automated bots, scrapers, or spiders to access or extract data from the Service (except for authorized API usage); (e) **Security Circumvention**: Attempt to probe, scan, or test the vulnerability of the Service or breach any security or authentication measures.

3. THIRD-PARTY SERVICES

3.1. **Third-Party Integrations.** The Service is designed to interoperate with third-party platforms and applications (e.g., Google Gmail, Microsoft Outlook, HubSpot, Salesforce) ("**Third-Party Services**"). To use these features, you may be required to authenticate or link your account on such Third-Party Services.

3.2. **No Control & No Warranty.** You acknowledge that the Provider does not control these Third-Party Services. The availability and functionality of the Service depend on the continued availability of Third-Party APIs and services. We are not responsible for any downtime, data loss, or functional limitation caused by: (a) Changes to the Third-Party Service's API or terms of use; (b) Discontinuation of the Third-Party Service; (c) Your non-compliance with the Third-Party Service's terms; (d) Technical issues arising on the side of the Third-Party Service.

3.3. **API Changes.** If a Third-Party Service ceases to make its API available on reasonable terms, Provider may cease providing the corresponding features of the Service without entitling you to a refund, credit, or other compensation.

3.4. **Your Responsibility.** You are solely responsible for complying with the terms and conditions of any Third-Party Service you connect to Whisper.

4. AI AND OUTPUT DISCLAIMER

4.1. **Nature of AI.** Customer acknowledges that the Service uses artificial intelligence (AI) and large language models (LLMs), which are probabilistic by nature. The Service may generate Output that is inaccurate, incomplete, or "hallucinated".

4.2. **Human-in-the-Loop.** The Service is designed as an assistive tool, not a fully autonomous replacement for human judgment. Customer agrees to review all Output (e.g., drafted emails, transcripts) for accuracy, tone, and appropriateness before sending, publishing, or relying on it.

4.3. **No Liability for Content.** Provider is not liable for any errors, omissions, or offensive content in the Output, nor for any consequences of the Customer sending or acting upon such Output.

4.4. **Transparency Obligations (EU AI Act).** The Customer acknowledges that under the EU AI Act and other applicable laws, they may have obligations, such as to inform third parties (e.g., email recipients) that they are interacting with an AI system or that the content was generated by AI. The Customer is solely responsible for ensuring such transparency and compliance with applicable regulations when using the Service.

4.5. **Prohibited High-Risk Use.** The Service is a general-purpose communication tool. Customer shall not use the Service for purposes classified as "High-Risk AI Systems" under the EU AI Act without additional safeguards, specifically for: (i) recruitment and selecting natural persons for employment (CV sorting); (ii) credit scoring; or (iii) critical infrastructure management.

5. CONFIDENTIALITY

5.1. Each party agrees to protect the other party's Confidential Information (non-public business info, technical data, Customer Data) with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

5.2. Confidential Information does not include information that is public, already known to the receiver, or independently developed.

6. DATA PROTECTION

6.1. All data protection is governed by Whisper Privacy Policy.

7. FEES AND PAYMENT

7.1. **Fees.** Customer agrees to pay the fees specified in the selected Subscription Plan. Fees are non-refundable except as required by law.

7.2. **Taxes.** Fees are exclusive of VAT and other taxes. Customer is responsible for all applicable taxes.

7.3. **Auto-Renewal.** Subscriptions automatically renew for the same period unless cancelled at least 14 days before the renewal date.

8. WARRANTIES AND DISCLAIMERS

8.1. **"As Is".** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED **"AS IS"** AND **"AS AVAILABLE"**. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2. **No Guarantee.** Provider does not warrant that the Service will be uninterrupted, error-free, or free of harmful components.

9. LIMITATION OF LIABILITY

9.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.2. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TERM AND TERMINATION

10.1. **Term.** These Terms remain in effect until the subscription expires or is terminated.

10.2. **Termination for Cause.** Either party may terminate immediately if the other party materially breaches these Terms.

10.3. **Effect of Termination.** Upon termination, Customer's right to use the Service ceases. Customer Data will be deleted in accordance with the Whisper Privacy Policy.

11. GOVERNING LAW AND JURISDICTION

11.1. **Governing law.** These Terms shall be governed by the laws of the Czech Republic.

11.2. **Jurisdiction.** Any disputes shall be resolved exclusively by the competent courts in Prague, Czech Republic.

12. FINAL PROVISIONS

12.1. **Updates.** Provider may update these Terms from time to time. The Customer will be notified of any such changes.

12.2. **Severability.** If any provision is held invalid, the remaining provisions remain in effect.

12.3. **Force Majeure.** Provider shall not be liable for any failure or delay in performance under these Terms to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or failures of third-party hosting providers, internet service providers, or telecommunications infrastructure

12.4. **Exclusion of Specific Provisions.** The parties hereby exclude the application of the provisions of Sections 2389a through 2389u of Act No. 89/2012 Coll., the Civil Code, as amended.