GENERAL TERMS AND CONDITIONS OF THE SHOPILOT SERVICE

1. Introductory Provisions

1.1. These General Terms and Conditions (“Terms”) govern the conditions for the provision and use of the Shopilot service (“Service”), operated and provided by:

Bohemiasoft s.r.o.
registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, Insert 16675, with its registered office at: Rudolfovská tř. 247/85, 370 01 České Budějovice, Czech Republic
Company ID No.: 28090403
VAT ID No.: CZ28090403
bank account: 2600080090/2010 - Fio banka, a.s.
contact e-mail: podpora@bohemiasoft.com
contact telephone: +420776766412
(“Provider”).

1.2. Shopilot is a software service that uses, among other things, artificial intelligence technologies, automated data processing and external technology services. It is intended primarily to support the operation and management of online stores and other business activities.

1.3. Depending on the functions currently available, the Service may in particular analyse online store data, create or modify texts, images and other content, suggest modifications to products, SEO parameters, prices or other data, analyse sales data, monitor competitors, create forecasts and recommendations, or perform other automated activities.

1.4. Specific functions of the Service may change, be expanded or restricted over time.

1.5. The Service is intended primarily for natural persons and legal entities acting in connection with their business activities (“User”).

1.6. By entering into a contract, registering for the Service, activating the Service or commencing its use, the User confirms that they have read and agree to these Terms.

2. Nature of the Service and Artificial Intelligence

2.1. The User acknowledges that Shopilot uses artificial intelligence technologies and automated information processing, the outputs of which are inherently probabilistic and may not always be correct, complete, accurate, up to date or suitable for a particular purpose.

2.2. Artificial intelligence may in particular:

- provide factually incorrect or fabricated information,
- incorrectly interpret input data,
- create inappropriate, inaccurate or misleading text,
- create an incorrect translation,
- incorrectly evaluate economic or business data,
- suggest an inappropriate product price,
- incorrectly estimate future sales, stock levels or demand,
- create inappropriate SEO data,
- create content that may be similar to content of third parties,
- create an output that may not comply with legal, regulatory, professional or other requirements,
- provide a recommendation that may not be economically beneficial to the User’s business.

2.3. Shopilot outputs primarily constitute automated assistance, suggestions, analyses and recommendations. Unless expressly stated otherwise for a particular function, they do not constitute a guarantee of correctness or of achieving any specific result.

2.4. Shopilot does not replace professional human assessment. Outputs of the Service cannot, without further review, be regarded in particular as legal, tax, accounting, financial, investment, security or other professional advice.

3. User’s Obligation to Review Outputs

3.1. The User is obliged to reasonably review outputs created or proposed by Shopilot before using them, particularly where they are to be published to customers or may affect prices, product offerings, orders, marketing, legal information or other significant aspects of the User’s business.

3.2. The User is responsible for the final decision as to whether to use a Shopilot output.

3.3. If the User approves, publishes or uses a Shopilot output, or carries out an activity on the basis of such output, such action shall be regarded as the User’s own business decision.

3.4. The User is particularly obliged to verify the correctness of:

- prices and discounts,
- product names and descriptions,
- technical parameters,
- availability and stock information,
- SEO data,
- translations,
- marketing claims,
- images and other generated content,
- information relating to delivery and payments,
- legal and informational texts,
- recommendations relating to business decisions.

3.5. The Provider shall not be liable for damage caused by the User using an output of the Service without reasonable review where, having regard to the nature of the output, such review could reasonably have been expected.

4. Automated Functions

4.1. Certain Shopilot functions may allow activities to be performed automatically without the User’s prior individual approval of each specific action.

4.2. If the User activates such a function, the User acknowledges the increased risk associated with the automated performance of actions.

4.3. By activating an automated function, the User authorises Shopilot to perform the relevant actions within the scope of the settings selected by the User.

4.4. The User is responsible for the correctness of the settings of automated functions, specified limits, rules and other parameters.

4.5. The User is obliged to continuously monitor the operation of automated functions.

4.6. The Provider does not guarantee that an automated function will, in every individual case, select the optimal solution from a business, economic or other perspective.

5. Availability and Changes to the Service

5.1. The Provider endeavours to ensure proper and stable availability of the Service, but does not guarantee uninterrupted or error-free availability.

5.2. Temporary restriction or unavailability may occur in particular due to:

- maintenance,
- updates,
- technical failures,
- cybersecurity incidents,
- infrastructure failures,
- internet connection outages,
- outages of third-party services,
- changes to third-party APIs,
- unavailability of an AI model provider,
- force majeure.

5.3. The Provider is entitled to continuously update, modify, replace or discontinue the Service and its individual functions, particularly for technological, security, legal or business reasons.

5.4. The Provider does not guarantee the permanent availability of any specific AI model, function or third-party technology provider.

6. Third-Party Services

6.1. The provision of Shopilot may involve services and technologies of third parties, in particular providers of cloud services, artificial intelligence, analytical tools, hosting services, APIs or other technology components.

6.2. The User acknowledges that the availability of certain Shopilot functions may depend on the availability of these services.

6.3. The Provider shall not be liable for outages, restrictions or changes caused by a third party that the Provider cannot reasonably influence.

7. User Data

7.1. For Shopilot to function properly, it may be necessary to process data from the User's online store, in particular data concerning products, categories, prices, stock levels, orders, traffic or other data necessary for the use of specific functions.

7.2. The User is responsible for ensuring that they are authorised to make such data available to the Provider and to use it through Shopilot.

7.3. The User must not process content or data through the Service in violation of applicable laws or the rights of third parties.

7.4. The conditions for the processing of personal data are governed by separate documents of the Provider and, where applicable, by a data processing agreement.

8. Generated Content and Third-Party Rights

8.1. Shopilot may create texts, images, translations, names, descriptions, marketing materials and other content using generative artificial intelligence.

8.2. Given the nature of generative artificial intelligence, the Provider cannot guarantee that generated content will always be entirely unique or that similar content will not also be generated for another user.

8.3. The Provider does not guarantee that every output will be eligible for protection by copyright, trademark or other intellectual property rights.

8.4. Before commercially using a significant output, the User is obliged to reasonably verify whether such use infringes the rights of third parties.

8.5. The User must not knowingly use Shopilot to infringe copyrights, trademark rights, personality rights or other rights of third parties.

9. Price and Duration of the Service

9.1. The Service is provided for a price determined according to the current price list.

9.2. The current price list is published on the shopilot.cz website.

9.3. The price shall be governed by the price list valid at the time the relevant paid period is ordered, unless otherwise agreed between the Provider and the User.

9.4. The Provider is entitled to change the price list for future periods.

9.5. A price change shall not affect a period that has already been paid for, unless expressly agreed otherwise.

9.6. If the price of a regularly renewing paid Service is to change, the Provider shall inform the User of such change in advance in an appropriate manner.

9.7. The Service is agreed for a period of 1 month. The Service shall automatically renew for the same period for which it was originally concluded unless the Customer delivers a request to cancel the provided Service to the Provider no later than 14 days before the expiry of the period for which the Customer has subscribed to the Service.

9.8. The Service may also be terminated by notice. Notice may be given without stating a reason. Notice may be sent electronically to the contact e-mail addresses. The notice period

is 14 days and begins on the day following the demonstrable delivery of the notice to the other contracting party.

9.9. In the event of intentional damage to the Provider's reputation by the Customer, the Provider is entitled to withdraw from the provision of the Service. Withdrawal from the contract shall take effect on the day following the demonstrable delivery to the Customer of the notice of withdrawal from the contract.

9.10. The Customer is entitled to a refund of the proportionate part of the payment for the Service for the unused period only if the operation of the Service is terminated by notice given by the Provider.

10. Payment Terms

10.1. The price and billing method for individual Shopilot variants are specified in the current price list or when ordering the Service.

10.2. Unless stated otherwise, prices are exclusive of value added tax, which shall be added at the statutory rate.

10.3. If the User is late in paying the price, the Provider is entitled to restrict or suspend provision of the Service until the outstanding amount has been paid in full.

11. Limitation of Liability

11.1. The User acknowledges the specific nature of services using artificial intelligence and the fact that even when appropriate professional care is exercised, the creation of incorrect, inaccurate, incomplete or inappropriate outputs cannot be completely prevented.

11.2. The Provider does not guarantee that Shopilot outputs will always be:

- correct,
- complete,

- up to date,
- error-free,
- unique,
- legally compliant,
- economically beneficial,
- suitable for the User’s specific purpose.

11.3. To the extent permitted by applicable law, the Provider shall in particular not be liable for loss or damage arising as a result of:

a) an incorrect or inaccurate artificial intelligence output;

b) a decision by the User based on a Shopilot recommendation;

c) use of an output without reasonable review by the User;

d) an incorrectly proposed or configured product price;

e) an incorrect forecast of sales, demand or stock levels;

f) an incorrect translation or textual output;

g) use of a generated image or other content;

h) loss of profit, revenue, customers or business opportunity;

i) damage to the User’s reputation;

j) incorrect configuration of the Service by the User;

k) an outage or restriction of a third-party service;

l) modification or discontinuation of a third-party service or API;

m) use of the Service in a manner contrary to these Terms or the documentation.

11.4. Shopilot is a business support tool. The Provider does not assume the User’s business risk or responsibility for business results achieved through the Service.

11.5. In particular, the Provider does not guarantee an increase in turnover, profit, conversion rate, traffic, search engine ranking or any other business indicator.

11.6. The User is obliged to take reasonable measures to prevent loss or damage, in particular to review significant Shopilot outputs, back up important data and set appropriate permissions for automated functions.

11.7. If the Provider nevertheless becomes obliged to compensate the User for loss or damage related to the provision of the Service, the Provider's total liability shall, to the extent permitted by applicable law, be limited to a maximum amount equal to the amount actually paid by the User to the Provider for Shopilot during the 12 months immediately preceding the event giving rise to the loss or damage.

11.8. The limitation of liability under this Article shall not apply in cases where, under mandatory provisions of law, the right to compensation for loss or damage cannot be limited or excluded in advance.

12. Security and User Account

12.1. The User is responsible for securing their access credentials.

12.2. The User must not allow unauthorised persons to use their account.

12.3. The User is obliged to notify the Provider without undue delay of any suspected misuse of the account.

12.4. The Provider may temporarily block the account if it has reasonable grounds to suspect misuse, a security incident or a breach of these Terms.

13. Prohibited Use

13.1. Shopilot must not be used in violation of the laws of the Czech Republic, the European Union or other laws applicable to the User.

13.2. In particular, it is prohibited to use the Service:

- for fraudulent or deceptive conduct,
- to infringe the rights of third parties,
- to create or distribute unlawful content,
- to unlawfully obtain or process personal data,
- to compromise the security of systems,
- to circumvent technical restrictions of the Service,
- for activities that may harm the Provider, its infrastructure or other users.

13.3. In the event of a serious or repeated breach of these rules, the Provider may restrict or terminate provision of the Service.

14. Complaints and Error Reporting

14.1. The User is entitled to report a technical defect or other problem using the Provider's contact details.

14.2. When reporting a problem, the User should provide the information necessary to identify and reproduce it.

14.3. The mere fact that generative AI produces a factually incorrect, inaccurate, incomplete or otherwise inappropriate output shall not in itself be considered a defect of the Service, provided that the Service otherwise functions in accordance with the agreed functionality and the output reflects a characteristic corresponding to the current nature of generative artificial intelligence technology.

14.4. This shall not affect any rights of the User that cannot be contractually excluded.

15. Intellectual Property Rights in the Service

15.1. All rights to the Shopilot service itself, its software, databases, design, documentation, branding and other components belong to the Provider or the relevant third parties.

15.2. The User is granted only a non-exclusive, non-transferable and limited right to use the Service for the duration of the contractual relationship and in accordance with these Terms.

15.3. The User is not entitled to copy, modify, reverse engineer, rent, resell or otherwise make the Service available to third parties unless expressly agreed otherwise.

16. Personal Data Protection

16.1. The Provider processes personal data in accordance with applicable legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

16.2. Details concerning the processing of personal data are set out in a separate privacy policy.

16.3. If, in connection with the operation of Shopilot, the Provider processes personal data on behalf of the User, such processing shall also be governed by the relevant data processing agreement.

17. Changes to the Terms

17.1. The Provider is entitled to amend these Terms to a reasonable extent, in particular due to:

- changes in legislation,
- changes in technology,
- changes to Shopilot functions,
- changes in the manner in which the Service is provided,
- security reasons,
- changes to the business model.

17.2. The User shall be informed in an appropriate manner of any material change to the Terms before such change takes effect.

17.3. If the User does not agree with a change to the Terms, the User may terminate the contractual relationship before the change takes effect, unless otherwise stipulated by agreement between the parties or by applicable law.

18. Governing Law and Dispute Resolution

18.1. Legal relations between the Provider and the User shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended.

18.2. The parties undertake to attempt to resolve any disputes amicably as a matter of priority.

18.3. If a dispute cannot be resolved amicably, it shall be resolved by the competent courts of the Czech Republic.

18.4. If the User is an entrepreneur, the parties agree that disputes shall be subject to the local jurisdiction of the court having jurisdiction according to the Provider’s registered office, provided that such agreement is not contrary to mandatory provisions of law.

19. Final Provisions

19.1. If any provision of these Terms becomes invalid, ineffective or unenforceable, this shall not affect the validity and effectiveness of the remaining provisions.

19.2. The contract between the Provider and the User consists in particular of the order or activation of the Service, these Terms, the current price list and any additional terms expressly agreed between the parties.

19.3. In the event of a conflict between an individually agreed contract and these Terms, the individually agreed contractual provision shall prevail.

These Terms shall take effect on 27 August 2026.