

TERMS OF SERVICE

Effective Date: July 26, 2025

These Terms of Service govern the use of the **chatbotfast.com** platform, owned and operated by:

IT Consulting Piotr Woźniak

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1. General Provisions

1.1. These Terms define the rules of using the **chatbotfast.com** platform.

1.2. By using the platform, the User accepts these Terms, the Privacy Policy, and the Data Processing Agreement (DPA).

2. Definitions

- **Platform / Service** – chatbotfast.com website and its functionality.
 - **User** – a person or entity who has created an account on the platform.
 - **Administrator / Provider** – IT Consulting Piotr Woźniak.
 - **Chatbot** – an AI bot built via the platform using user-provided data.
 - **Widget** – an embeddable element allowing interaction with the chatbot.
 - **Personal Data** – any information relating to an identifiable person processed through the service.
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3. Registration and Use

3.1. Use of the Service requires registration and account creation.

3.2. The User declares that:

- They are at least 18 years old and have full legal capacity,
- In case of acting on behalf of a company – they are authorized to do so,
- All data provided are true and up-to-date.

3.3. Prohibited actions include:

- Violating the law or good conduct,
- Creating or distributing illegal, offensive, hateful, defamatory, or pornographic content,
- Phishing, spamming, distributing malware,
- Creating deepfakes without consent,
- Infringing intellectual property or privacy rights,
- Collecting third-party data without lawful basis,
- Overloading the infrastructure (e.g., DoS attacks).

3.4. The User is responsible for all activity under their account and for safeguarding login credentials.

3.5. Creating multiple accounts to circumvent limitations is prohibited.

4. Scope of Services

4.1. The platform allows Users to create and deploy chatbots using AI, which can be embedded on external websites via widgets.

4.2. The User is solely responsible for the content and legality of chatbot responses.

4.3. Use of the platform implies acceptance of third-party terms, especially **OpenAI's**: <https://openai.com/policies>

5. Administrator Responsibilities

5.1. The Administrator will make reasonable efforts to maintain uninterrupted service.

5.2. The Administrator is not liable for service interruptions or data loss caused by:

- User misuse,
- Third-party service providers (e.g., OpenAI, hosting providers),
- Force majeure.

5.3. The Administrator reserves the right to:

- Deny service or suspend an account for violations of law or these Terms,
 - Modify or discontinue any part of the platform.
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6. Intellectual Property

- 6.1. The platform's code, interface, branding, and proprietary content are owned by the Administrator.
 - 6.2. The User retains rights to the data and content they provide (e.g., training data, prompts).
 - 6.3. The User grants the Administrator a non-exclusive, royalty-free license to process and transmit their content solely for the purpose of providing the service.
 - 6.4. The User owns the content generated by their chatbots and may use it commercially.
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7. Data Protection

- 7.1. Personal data is processed in accordance with the Privacy Policy:
https://chatbotfast.com/privacy_policy
 - 7.2. When collecting data via chatbots, the User is considered the data controller. The platform acts as a processor.
 - 7.3. Data processing terms are governed by the Data Processing Agreement (DPA).
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8. Payments

- 8.1. Access to certain features requires a paid subscription.
 - 8.2. Payments are processed by Stripe and governed by its terms.
 - 8.3. Subscriptions auto-renew unless canceled prior to renewal.
 - 8.4. All fees are non-refundable. Access continues until the end of the billing cycle after cancellation.
 - 8.5. By subscribing, the User agrees to immediate service provision and waives the right of withdrawal, pursuant to Polish Consumer Law Art. 38.
 - 8.6. The Administrator reserves the right to update pricing and plans with prior notice.
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9. Final Provisions

- 9.1. These Terms are governed by Polish law.

9.2. In case of disputes, the competent court is the **District Court in Częstochowa, Poland**.

9.3. If any provision is deemed invalid, the rest of the Terms remain in effect.

9.4. These Terms, together with the Privacy Policy and DPA, constitute the entire agreement between the User and the Administrator.

9.5. The Terms are drafted in English. In legal matters, the Polish version shall prevail if applicable.