

E.Bot Technology s.r.o. Terms of Service

Terms of Service

Thank you for your interest in Laia doing business as E.bot Technology s.r.o. (“E.bot Technology,” “we,” or “us”) and our websites at Laialive.com, laiaevents.com, laiaonline.com, along with our related websites, networks, applications, mobile applications, and other services provided by us (collectively, the “Service”). These Terms of Service are a legally binding contract between you and E.bot Technology s.r.o. regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING E.BOT TECHNOLOGY’S PRIVACY POLICY AND ANY ADDITIONAL TERMS AND POLICIES E.BOT TECHNOLOGY S.R.O. MAY PROVIDE FROM TIME TO TIME (TOGETHER, THESE “TERMS”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE OF THE SERVICE, AND E.BOT TECHNOLOGY’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY E.BOT TECHNOLOGY S.R.O. AND BY YOU TO BE BOUND BY THESE TERMS.

Please read the E.bot Technology Privacy Policy at https://laiaevents.com/files/privacy_policy.pdf carefully for information relating to our collection, use, storage, disclosure of your personal information. The E.bot Technology Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

1. Laia and E.bot Technology’s Service Overview

The Service provides a conversational Artificial Intelligence enabled event management platform and toolset that allows users to produce highly engaging and interactive live and/or online events, such as corporate conferences, web based team buildings, kick off meetings or product launches to name a few. Laia’s unique all in one technology platform incorporates features and content including AI driven chatbots, messaging tools, videos, photographs, graphics, music tracks, text, icons, and other types of creative works (“Creative Content”).

2. Eligibility

You must be at least 16 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 16 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that the individual has authority to bind you to these Terms and references to you herein (and all of your obligations hereunder) will refer to such entity and any individual using the Service on such entity’s behalf.

3. Accounts, Registration and Delivery

3.1. Accounts and Registration

To access the Service, you must be a registered customer with E.Bot Technology s.r.o. You can register as a customer either via our sales organization or channel partners, where you will be required to provide us with some information about yourself, such as your name, corporate address, VAT ID and Business IDs as applicable, email address, telephone number and/or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times.

3.2. Delivery

The Service are provided in electronic way only. You are responsible for downloading the Service. Delivery is processed after payment. **YOU ARE ADVISED TO KEEP A BACKUP COPY OF ANY CONTENT OR DATA MADE AVAILABLE THROUGH THE SERVICE OR UPLOADED BY / OR SERVICE.**

4. General Payment Terms

General and premium features of the Service will require you to pay fees upon ordering the applicable Service via our sales or channel organizations. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in EUROS. Fees vary based on the solution plan, user usage and additional on demand services you choose.

4.1 Price

E.bot Technology reserves the right to determine pricing for the Service. E.bot Technology will make reasonable efforts to keep pricing information published on the website up to date.

We encourage you to check our website periodically for current pricing information, located here: <https://laiaevents.com/>

E.bot Technology may change the fees for any add on or feature of the Service, including additional fees or charges, if E.bot Technology gives you advance notice of changes before they apply. E.bot Technology, at its sole discretion, may make promotional offers with different features and different pricing to any of E.bot Technology's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

4.2 Authorization

You authorize E.bot Technology to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by E.bot Technology, to the payment method specified in your account profile (invoice, authorized bank transfer, credit card etc). If you pay any fees with a credit card, E.bot Technology may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

4.3 Delinquent Accounts

E.bot Technology may suspend or terminate access to the Service or Terminate the Service and these Terms for any account for which any amount is due but unpaid. In addition to the amount due for the

Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

4.4. Taxes

The fees and any other amounts payable pursuant to these Terms are exclusive of any taxes or duties, now in force or enacted in the future, in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by E.bot Technology, you must pay to E.bot Technology the amount of such taxes or duties in addition to any fees owed under these Terms.

5. Licenses

5.1 Permission to Use

Subject to your complete and ongoing compliance with these Terms, E.bot Technology grants you limited, non-transferable, non-sublicensable, revocable permission to access and use the Service for corporate or personal use described in clause 1. of these Terms (Laia and E.bot Technology s.r.o.'s Service Overview) during the Term at the level of service for which you have paid all applicable Fees. Extent of the license may be defined in the specific Service description at our website.

5.2 Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("Feedback"), then you hereby grant E.bot Technology an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

6. Ownership; Proprietary Rights

The Service is owned and operated by E.bot Technology s.r.o.. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, templates, and all other elements of the Service ("Materials") provided by E.bot Technology are protected by intellectual property and other laws. All Materials included in the Service are the property of E.bot Technology or its third party licensors. Except as expressly authorized by E.bot Technology, you may not make use of the Materials. E.bot Technology reserves all rights to the Materials not granted expressly in these Terms.

7. Restrictions and limitations

7.1 Restrictions

Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.

7.2 Transfer limitations

You may not rent, lease, lend, sub-license, sell, assign, transfer or pledge the Services or Materials, on a temporary or permanent basis.

7.3 Disassembly

You may not reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of the Services or Materials. You may not use the source code of the Services or Materials except to the extent and for the purpose allowed in these Terms.

7.4 Development

You may use the Services and the Materials only to the extent and for the purpose stated by Licenses and Permission to use (as the user of the Service as they are described in clause 1. of these terms). Services or Materials may not be developed by you and you may not expose features of the Service or Materials for use by an unlicensed third party. You may not sell the Services or Materials or use its source codes or components except to the extent and for the purpose allowed in these Terms.

8. Third Party Terms

8.1 Third Party Services and Linked Websites

E.bot Technology may provide tools through the Service that enable you to import and export information, including User Content, to and from third party services, including through features that allow you to link your account on E.bot Technology with an account on a third party service, such as Sli.do, Mailchimp, Vimeo or other similar service. By using these tools, you agree that E.bot Technology may transfer that information to and from the applicable third party service. Third party services are not under E.bot Technology's control, and E.bot Technology is not responsible for any third party service's use of your exported information. The Service may also contain links to third party websites. Linked websites are not under E.bot Technology's control, and E.bot Technology is not responsible for their content.

<https://vimeo.com/terms>

<https://www.sli.do/terms#terms-of-service>

<https://mailchimp.com/legal/>

<https://whereby.com/information/tos/>

8.2 Third Party Software

The Service may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("Third Party Components"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses.

9. Content

9.1 Creative Content Generally

Certain features of the Service may allow users to view, select, suggest, recommend, display, remix, and utilize Creative Content while producing support videos or streaming video content. E.bot Technology does not make any guarantees about any Creative Content made available through the Service. It is your responsibility to ensure that you have all necessary rights to use any Creative Content.

9.2 Premium Media

E.bot Technology may make available service functionality or Creative Content from third party partners. Use of any partner functionality or media is covered by their respective agreements.

Content Provided by Mailchimp.

Content Provided by Sli.do.

Content Provided by Whereby.

Content Provided by Vimeo.

9.3 User Content Generally

Certain features of the Service may permit users to upload content to the Service, including videos, photographs, graphics, music tracks, text, icons, and other types of works (“User Content”) and to publish User Content on the Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service. Nevertheless, we need certain permission from you in order to provide the Service.

9.4 Limited License Grant to E.bot Technology

By providing User Content to or via the Service, you grant E.bot Technology a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, adapt, create derivative works of, reformat, translate, excerpt (in whole or in part), publish and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed, for the purposes of providing the Service. E.bot Technology will not sell, publish, or publicly distribute User Content provided to the Service without permission from you.

9.5 Limited License Grant to Other Users

User Content you provide to the Service will be restricted to your account and will not be shared to other Users of the Service except as requested by you. If you request User Content to be made available to other Users of the Service, you grant those Users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.

9.6 User Content Representations and Warranties

E.bot Technology disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:

- i) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize E.bot Technology and users of the Service to use and

- distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by E.bot Technology, the Service, and these Terms;
- ii) your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause E.bot Technology to violate any law or regulation; and
 - iii) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

Notwithstanding the foregoing, we reserve the right to screen, remove, edit, or block any User Content we find in violation of the Terms or that we find, in our sole discretion to be otherwise objectionable, at our sole discretion.

9.7 User Content Disclaimer

We are under no obligation to edit or control User Content that you or other users upload or publish, and will not be in any way responsible or liable for User Content. E.bot Technology may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you may be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against E.bot Technology with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, E.bot Technology does not permit copyright-infringing activities on the Service.

9.8 Monitoring Content

E.bot Technology does not control and does not have any obligation to monitor: (a) User Content; (ii) any content made available by third parties; or (iii) the use of the Service by its users. You acknowledge and agree that E.bot Technology reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time E.bot Technology chooses to monitor the content, E.bot Technology still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

10. Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

- i) use the Service for any illegal purpose or in violation of any local, state, national, or international law;

- ii) violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- iii) interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or (iii) hacking, password “mining” or using any other illegitimate means of interference;
- iv) modify or create derivatives of any part of the Service;
- v) interfere with the operation of the Service or any user’s enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- vi) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- vii) take action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or E.bot Technology’s systems or networks, or any systems or networks connected to the Service or E.bot Technology;
- viii) sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or
- ix) attempt to do any of the acts described in this Section 9 or assist or permit any person in engaging in any of the acts described in this Section 9.

11. Modification of these Terms

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modifications will become effective upon the earlier of (a) your acceptance of the modified Terms, (b) your use of the Service with actual knowledge of the modified Terms, or (c) thirty (30) days following our publication of the modified Terms through the Service. Except as expressly permitted in this Section 11, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

12. Term, Termination and Modification of the Service

12.1 Term

These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 12.2.

12.2 Termination

If you violate any provision of these Terms, E.bot Technology may, at its sole discretion, terminate your authorization to access the Service and terminate these Terms. In addition, E.bot Technology may, at its

sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time as provided in Section 4.3 or by contacting customer service at support@ebot.technology.

12.3 Effect of Termination

Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay E.bot Technology any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.2, 6, 7., 12.3, 13, 14, 15 and 16 will survive.

12.4 Modification of the Service

E.bot Technology reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. E.bot Technology will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. Premium service fees are not refundable.

13. Indemnity

You are responsible for your use of the Service, and you will defend and indemnify E.bot Technology and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “E.bot Technology Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

14. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. E.BOT TECHNOLOGY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. E.BOT TECHNOLOGY DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND E.BOT TECHNOLOGY DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR E.BOT TECHNOLOGY ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE

WILL CREATE ANY WARRANTY REGARDING ANY OF THE E.BOT TECHNOLOGY ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

HOWEVER, E.BOT TECHNOLOGY DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT E.BOT TECHNOLOGY IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE E.BOT TECHNOLOGY ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY E.BOT TECHNOLOGY ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE E.BOT TECHNOLOGY ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO E.BOT TECHNOLOGY FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) EUR100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. Governing law and jurisdiction

Our relation and these Terms shall be governed and interpreted according to the laws of Slovak Republic. Any lawsuit filed regarding these Terms and / or our relation shall be filed in courts of Slovak Republic and shall be decided by courts of Slovak Republic competent under the law of Slovak Republic. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

17. General Terms

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and E.bot Technology regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

16.1 Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

16.2 Contact Information

The Service is offered by **E.bot Technology Technologies**. You may contact us by sending correspondence to our address at: **Jesenského 25, 040 01 Košice, SLOVAKIA** or by emailing us at support@ebot.technology.

16.3 International Use

The Service is intended for visitors located within the European Union. We make no representation that the Service is appropriate or available for use outside of the European Union. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

This document was last updated on June 28, 2021.