

Chat Terms of Service

Last updated 04 June 2025

1. Introduction

These Chat Terms of Service (“Terms”) govern your use of an interactive online chat service (“Chat Service”) implemented by any holding company, subsidiary or entity belonging to the Altify group of companies (“Altify”). By using the Chat Service (even only by opening the chat), you actively agree with these Terms.

2. Chat Service

- 2.1. We may make the Chat Service available to you at any time in connection with your use of any service provided by Altify (“Altify Services”) or any related matter. By using the Chat Service, you may interact with a bot, AI (artificial intelligence), or other non-humans (collectively “Digital Agents”). We disclose the use of a Digital Agents Chat Service to the extent required by law, ensuring the processing of your personal data and other sensitive information on a legal basis (such as your consent, our contractual relationship with you, our legal obligations or legitimate interests). When engaging with us through the Chat Service, you authorise us to monitor and save your chats.
- 2.2. The Chat Service is provided as a convenience, often to facilitate your understanding of the Altify Services. Our Chat Service will make reasonable efforts to provide you with accurate and current information based on your questions or needs. However, all information provided by Digital Agents shall be treated as data-based recommendations and shall not be construed as legal agreements, representations, advice, or warranties regarding any aspect of the Altify Services.

3. Restrictions

- 3.1. You are strictly prohibited from utilising the Chat Service in any manner that:
 - 3.1.1. Causes damage to or impairs the functionality, availability, accessibility, or the general integrity of the Chat Service, or is otherwise harmful to the Chat Service or to any individual or business entity, and/or
 - 3.1.2. Is in violation of any applicable laws or regulations.
- 3.2. The use of the Chat Service is prohibited for the following purposes:

- 3.2.1. Developing foundation models or other large-scale models,
 - 3.2.2. Misleading any party by representing that outputs from the Chat Service were entirely generated by humans,
 - 3.2.3. Engaging in data mining, data harvesting, data extracting, or any similar activities in relation to, or while using, this Chat Service,
 - 3.2.4. Selling, sublicensing, or otherwise commercialising any materials derived from the Chat Service,
 - 3.2.5. Using the Chat Service in a manner that infringes, violates, or misappropriates any of our rights or the rights of any third party.
- 3.3. While we try to ensure that the Chat Service is available for your use, we do not promise that it will be available at all times or that it will be uninterrupted. You may be restricted from accessing the Chat Service or certain features thereof at any time, by Altify, at our sole and absolute discretion, or otherwise.

4. Risk Disclosure

- 4.1. The Chat Service is for general information purposes only and not intended as financial or investment advice, offer, solicitation, recommendation, or endorsement to use any of the Altify Services, and is not personalised or in any way tailored to reflect your particular investment objectives, financial situation, or needs. By using the Chat Service, you understand and agree that you use the Chat Service on a non-solicited basis, entirely voluntary and at your sole and absolute discretion and risk. Providing you with the Chat Service does not make Altify your trustee or investment adviser, and no fiduciary relationship exists between us. You should exercise your own judgment and consult with a qualified professional before making any decision in regard to the Altify Services. Altify accepts no liability for the consequences of any decisions made and actions taken for investing in a particular Digital Asset or using any of the Altify Services on the basis of the information provided by the Chat Service.
- 4.2. The Chat Service is powered by third-party AI and/or other Digital Agents, over which development we have no control, and may not always provide accurate or up-to-date information. Whilst all reasonable endeavors have been made to ensure responses are relevant and free from bias, in some cases, due to the autonomous nature of the technology, some responses generated may be unreliable or offensive to certain users. While we try to make sure that the Chat Service is secure, we do not have the capability to verify the accuracy, trustworthiness, or value of the information provided by this third-party technology, nor do we actively monitor or check such information.

5. Intellectual Property Rights

- 5.1. Altify hereby grants you a non-assignable and non-exclusive personal, worldwide, revocable, royalty-free license to use the Chat Service. Nothing in these Terms grants you any legal rights to the content provided by the Chat Service other than as necessary for you to access it.
- 5.2. In regards to the content you own, including any audio, video, text, images, or other material which you may have opted to display on the Chat Service, you grant Altify a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media. Altify reserves the right to remove any of your content from this Chat Service at any time and for any reason without notice.

6. Warranties And Limitations of Liabilities

- 6.1. The chat service is provided 'as is', 'as available' and without any representations or warranties, whether express, implied, or statutory, except as expressly provided in these terms, to the extent permitted by applicable law. Altify disclaims all other representations or warranties, express or implied, made to you, your affiliates or any third party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any service or any goods provided incidental to the chat service under these terms.
- 6.2. Altify does not make any warranty as to the results that may be obtained from the use of the chat service or the accuracy of any other information obtained through the chat service. You understand and agree that any material and/or data obtained through the use of the chat service is done at your sole risk. You should not rely on factual assertions stated in the output without independently fact-checking their accuracy. The output may appear accurate because of their detail or specificity, but it may still contain material inaccuracies. The output may not account for events or changes to underlying facts occurring after the digital agents were trained. No information or advice, whether oral or written, obtained by you through the chat service shall create any warranty not expressly made herein.
- 6.3. In no event shall Altify, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this chat service, whether such liability is under contract, tort or otherwise, and Altify, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this chat service.

7. Indemnification

- 7.1. You shall defend, indemnify, and hold harmless Altify, third-party service providers, and each of their respective employees, officers, directors and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees), arising out of or relating to any third-party claim concerning your use of the Chat Service in violation of these Terms, or any applicable law.

8. Personal Data

- 8.1. The use of the Chat Service necessitates the collection, storage and use of any information about you that is necessary, among other things, for the use of the Altify Chat Service, including but not limited to user inputs, account information, usage data and compliance with regulatory requirements ("Personal Data"). This Personal Data is used solely to provide the Chat Service and improve the user experience. By using the Chat Service, you consent to the collection, storage, and use of your Personal Data as outlined above unless the same is conducted on any other applicable legal basis.
- 8.2. Other than any Personal Data that will be dealt with in accordance with our Privacy Policy, we do not guarantee that the information supplied to us through the Chat Service will be kept confidential. We may use it on an unrestricted and free-of-charge basis as we reasonably see fit. We may also be required to disclose Personal Data to comply with legal obligations or protect our rights, property, or safety.
- 8.3. The Chat Service may use cookies or other tracking technologies to enhance the user experience. Users can choose to disable cookies in their web browser, although this may affect the functionality of the Chat Service.

9. Miscellaneous

- 9.1. The invalidity of the whole or part of any provision of these Terms shall not affect the validity of the whole or part of any other provision of these Terms. The remaining provisions of these Terms shall remain in full force and effect.
- 9.2. Altify shall reserve its right to amend or supplement these Terms from time to time and without notice. Any such amendments or supplements shall become valid and in full force as of the date of their publishing unless otherwise indicated. You shall regularly check to inform yourself about any such amendments or supplements.

- 9.3. These Terms will be governed exclusively by the substantive law of Poland (for EU users) and South Africa (for on-EU users). Any dispute arising out of or in connection with these Terms, unless amicably settled between the Parties, shall be referred to the competent court in Poland or South Africa respectively, determined as per the procedural law of Poland or South Africa. You agree that any dispute resolution proceeding subject to the applicable law under the preceding sentence shall be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated or representative action or proceeding. No court or other dispute resolution authority can consolidate or join more than one claim and can otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded cannot affect other users of the Chat Service.