



GENERAL TERMS AND CONDITIONS FOR USING THE ALOO CHAT APPLICATION

1. INTRODUCTORY PROVISIONS

1.1 These General Terms and Conditions (hereinafter the “Terms”) are issued by TALKEY a.s., with registered office at Hrušovská 3203/13a, Moravská Ostrava, 702 00 Ostrava, Company ID: 09101942, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B, Insert 11211 (hereinafter the “Operator”).

1.2 These Terms govern the mutual rights and obligations between the Operator and natural or legal persons (hereinafter “User”) when using the **aloo Chat** software application (hereinafter the “Application”), which is used for electronic communication between Users via direct (peer-to-peer) device connections with end-to-end encryption of transmitted communications.

1.3 By using the Application, the User confirms that they have read, understood, and agree to these Terms.

2. DEFINITIONS

- **Application** – a software tool available for mobile devices, used for secure communication between Users.
- **User** – a natural or legal person who has created a user account or otherwise uses the Application.
- **License** – a time-limited authorization to use the Application.
- **Start version** – free access to the full functionality of the Application for communication with up to six (6) Users, excluding group messaging.
- **Professional version** – paid version with full access to all Application features and no limit on the number of Users that can be communicated with via the Application.
- **Communication content** – texts and files shared between Users.
- **End-to-end encryption** – a security method in which communication is encrypted on the sender’s side and decrypted only on the recipient’s side, without any third-party access.
- **Peer-to-peer** – a method of transmitting messages between User devices without using a central server operated by the Operator.

3. REGISTRATION AND ACCESS TO THE APPLICATION

3.1 The User registers via email, username and password, or another verification method permitted by the Operator.

3.2 Registration grants the User the right to use the Application within the scope of the Start version for free.



3.3 After payment of the relevant subscription, the User may use the Application within the scope of the Professional version.

3.4 The Operator reserves the right to verify Users' identities, particularly for security and abuse prevention purposes.

4. SUBSCRIPTIONS, PAYMENTS AND LICENSES

4.1 Use of the Professional version of the Application is charged according to the current price list available on the Operator's website.

4.2 Subscriptions may be monthly, yearly, or otherwise offered. Payments are made via electronic payment tools.

4.3 By activating a subscription, the User obtains a license to use the Application in the Professional version for the duration of the paid subscription.

4.4 Licenses are automatically renewed unless expressly terminated before the end of the paid period.

4.5 The User may change the type of subscription, cancel it, or switch back to the free version (with limited functionality) at any time.

4.6 The User agrees that the Operator may process billing information, including Company ID or VAT number if the User is a business, for billing and account management purposes.

4.7 **Withdrawal from the contract:** Consumers have the right to withdraw from a digital service contract within 14 days of its conclusion if they have not yet started using the service. Once usage has begun, the right of withdrawal is forfeited (§ 1837 letter I) of the Civil Code).

4.8 The Operator provides the User with a non-exclusive, non-transferable, and time-limited license to use the Application according to the selected plan.

4.9 The Professional version license is provided for the duration of the subscription.

4.10 The Start version license is provided without time limitation, but may be terminated by the Operator with prior notice of fourteen (14) days.

5. APPLICATION FEATURES AND USE

5.1 The Application allows

- encrypted text communication,
- sending attachments and multimedia,
- managing contacts and conversations.

5.2 The User undertakes to:



- not interfere with the technical or security operation of the Application,
- not distribute illegal content via the Application,
- not use the Application for harassment, intimidation, or fraudulent activity,
- maintain the confidentiality of access credentials,
- protect their device from misuse.

5.3 The User acknowledges that the Operator has no access to communication content due to peer-to-peer communication.

5.4 The Application, its content, source code, graphical interface, and other related elements are protected by copyright and other intellectual property rights.

5.5 The User is not entitled to copy, modify, decompile, reverse-engineer, distribute, or otherwise misuse the Application or its parts without prior written consent from the Operator.

6. PERSONAL DATA PROTECTION

6.1 The Operator processes the User's personal data in accordance with Regulation (EU) 2016/679 (GDPR) and Act No. 110/2019 Coll., on the processing of personal data.

6.2 Details on personal data processing are provided in the Personal data protection document available on the Operator's website.

6.3 The Application processes only the minimum necessary identification and technical data required for service operation (e.g., email, access metadata).

6.4 The Operator does not process communication content; this content is encrypted by the Application and accessible only to the participating parties.

7. LIABILITY AND LIMITATIONS

7.1 The Operator will make every effort to ensure error-free operation of the Application and its availability, usually 99.9% uptime.

7.2 However, the Application is provided "as is," and the Operator does not guarantee error-free operation, compatibility, or suitability for the User's specific purposes..

7.3 The Operator is not liable for:

- data loss caused by incorrect use of the Application,
- internet or device outages of the User,
- damages caused by third parties or force majeure.



7.4 The maximum compensation payable by the Operator is limited to the amount of the last subscription paid by the User.

8. TERMINATION OF THE CONTRACT

8.1 The User may terminate use of the Application at any time by deactivating or deleting the Application from their device.

8.2 The Operator may deny access to a User who violates these Terms or generally applicable laws.

8.3 Upon termination, the user account and all content (except encrypted communications to which the Operator has no access) may be permanently deleted.

8.4 The Operator may terminate operation of the Application at any time with fourteen (14) days' prior notice.

9. CHANGES TO THE TERMS

9.1 The Operator reserves the right to change these Terms at any time.

9.2 Users will be notified of changes by email or upon logging into the Application, at least 30 days before the changes take effect.

9.3 If the User does not explicitly express disagreement before the effective date, it is assumed that the changes have been accepted. In case of disagreement, the User has the right to terminate the contractual relationship.

10. FINAL PROVISIONS

10.1 These Terms are governed by the laws of the Czech Republic, especially Act No. 89/2012 Coll., the Civil Code.

10.2 Any disputes shall be resolved before the competent court in the Operator's registered office.

10.3 If any provision of these Terms is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions.

These Terms take effect on October 8, 2025.