

Terms of Use

1. Introduction

Welcome to Testopia ("Company," "we," "our," or "us").

These Terms of Use ("Terms") govern your access to and use of our website, mobile application and related services (collectively as the "Services"). Our [Privacy Policy](#) explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

By accessing or using the Services, you agree to be bound by these Terms and you agree that you have read our Privacy Policy. If you do not agree to these Terms or if you are below the age of legal majority where you reside, you must not access or use the Services. Please read these Terms carefully as this is a binding agreement between you and us.

By accessing or using the Services in any way or clicking on acceptance or similar button, you represent that (1) you have read, understand, and agree to be bound by the Terms, (2) you are of legal age to form a binding contract with us, and (3) you have the authority to enter into the Terms personally or on behalf of the company you have designated as the user of the Services, and to bind that company to these Terms.

PLEASE NOTE THAT THE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

2. Registration and access

You must be at least 15 years old or the minimum age required in your country to consent to use the Services. If you are under 18 you must have your parent or legal guardian's permission to use the Services.

You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account.

3. Using our Services

Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws and any other documentation, guidelines, or policies we make available to you now or in the future.

We may suspend or terminate your access to the Service at any time if we determine that you have violated these Terms or if we decided to do so for other serious reasons.

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable laws or regulations.
- Upload, post, or share unlawful, offensive, or infringing content.
- Attempt to gain unauthorized access to the Service or interfere with its operation.

- Use unauthorized third-party software, code or other devices, including viruses, worms, time bombs, Trojan horses, and other harmful, malicious, and destructive materials, designed to modify or interfere with the Services or otherwise could damage, embarrass, libel or negatively affect the goodwill and reputation of the Company.
- Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support the Services or any other environment of the Company.
- Institute, assist, or become involved in any way with any type of attack upon the Services, including, but not limited to, distribution of a virus, adware, spyware, worms, or other malicious code, denial of service attacks or other attempts to disrupt the Services or any other person's use or enjoyment of the Services.
- Use the Services for any commercial purpose, including, but not limited to, communicating or facilitating any commercial advertisement or solicitation.
- Prompt Output that would be offensive, pornographic, promote any one political or religious ideology; or
- Solicit professional advice (including but not limited to medical, financial, or legal advice) or content to be used for the purpose of engaging in other regulated activities (including but not limited to political campaigning or lobbying).
- Upload, transmit, or distribute any content that:
 - Infringes on intellectual property rights.
 - Contains hate speech, harassment, or threats.
 - Violates any applicable law or regulation.

4. Generated Content

You retain ownership of any content you upload to the Services but grant us a non-exclusive, worldwide, royalty-free license to use, store, and display such content to provide the Services.

We reserve the right to remove or restrict access to any content that violates these Terms or applicable law.

You may not provide any Input that includes protected health information as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. No. 104-191 except as permitted by an executed HIPAA BAA.

Due to the nature of artificial intelligence, machine learning, and language learning models, your Output may not be unique and other users may receive similar output from the Services.

You may also request us to delete your personal data as required under applicable law.

5. Artificial Intelligence

PLEASE NOTE THAT THE SERVICES UTILIZE VARIOUS ARTIFICIAL INTELLIGENCE, MACHINE LEARNING, AND LANGUAGE LEARNING MODEL TECHNOLOGIES TO TAKE INPUT (DESCRIBED BELOW) TO GENERATE CERTAIN RESULTING OUTPUT THROUGH THE SERVICES (“OUTPUT”).

You acknowledge and agree that artificial intelligence, machine learning, and language learning models are rapidly evolving fields of study. Given the probabilistic nature of artificial intelligence, machine learning, and language learning models, the use of the Service may, in some situations, result in a response or Output from the Service that does not accurately reflect real people, places, or facts. When using the Service, you understand, acknowledge and agree:

- Output may not always be accurate, and you should not rely on Output as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output.
- The Service may provide incomplete, incorrect, or offensive Output that does not represent our opinions.
- If Output references any third-party products or services, it doesn’t mean the third party endorses or is affiliated with us.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person.

6. Personal Data

You may provide certain information to us in connection with your access to or use of the Services, or we may otherwise collect certain information about you when you access or use our Services. You represent and warrant that any information that you provide to us in connection with the Services is accurate.

For information about how we collect, use, share, and otherwise process information about you, please read our [Privacy Policy](#).

Entering into this Terms constitutes your acceptance of the Privacy Policy and consent to our collection, storage, use and disclosure of your personal information as described therein.

7. Intellectual Property

Except with respect to your content (i.e. input and Output described above), you agree that the Company and its licensors own all rights, title and interest in the Services, including without limitation the text, graphics, images, photographs, videos, illustrations, and other content contained therein, the related documentation and materials provided therewith, and all intellectual property rights therein and thereto.

You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. Except as explicitly stated in these Terms, all rights in and to the Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors.

8. Indemnification

You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your content; (b) your use of, or inability to use, the Services; (c) your violation of these Terms; (d) your violation of any rights of another party; or (e) your violation of any applicable laws, rules or regulations.

The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of these Terms or your access to the Services.

9. Disclaimers

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, DEFECTS, AND ERRORS BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. INSTALLATION OR USE OF THE SERVICES IS AT YOUR OWN RISK AND MAY RESULT IN LOSS OR CORRUPTION OF DATA OR OTHER UNINTENDED CONSEQUENCES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY CONTENT, INCLUDING OUTPUTS, OR ANY OUTPUTS THAT ARE DISTURBING OR UPSETTING. YOU SHOULD NOT RELY UPON OUTPUTS FOR ANY PURPOSE OR USE OUTPUTS TO INFORM PROFESSIONAL ADVICE OR DECISIONS RELATED TO MEDICINE, FINANCE, LAW, OR PHARMACEUTICALS. IF YOU PLAN TO USE OUTPUTS FOR ANY REASON, IT IS YOUR SOLE RESPONSIBILITY TO VERIFY OUTPUTS. THE SERVICES AND ANY CONTENT MAY NOT REFLECT ACCURATE, COMPLETE, OR CURRENT INFORMATION.

THE SERVICES WILL GENERATE OUTPUT BASED ON INPUTS THAT YOU PROVIDE. THE SPECIFIC CONTENT THAT THE SERVICES WILL RETURN BASED ON YOUR INPUTS CANNOT BE PREDICTED IN ADVANCE. THE SERVICES MIGHT GENERATE CONTENT THAT YOU CONSIDER INCORRECT, OFFENSIVE OR OBJECTIONABLE AND/OR THAT DOES NOT REPRESENT OUR OPINIONS. BY AGREEING TO THESE TERMS AND BY USING THE SERVICES, YOU RECOGNIZE AND ASSUME THE RISK THAT THE INPUTS YOU PROVIDE MIGHT RESULT IN GENERATION OF CONTENT THAT YOU CONSIDER INCORRECT, OFFENSIVE OR OBJECTIONABLE. YOU ALSO RECOGNIZE AND AGREE THAT YOU – NOT THE COMPANY – ARE RESPONSIBLE FOR YOUR USE OF, AND/OR ANY ACTIONS YOU TAKE IN RELATION TO, CONTENT GENERATED BY THE SERVICES BASED ON YOUR INPUTS.

10. Limitation of Liability

NOTHING IN THESE TERMS SHALL AFFECT YOUR LEGAL RIGHTS AS A CONSUMER OR EXCLUDE OR LIMIT ANY LIABILITY ARISING FROM ANY GROSS NEGLIGENCE OF THE COMPANY, FRAUD OR FRAUDULENT

MISREPRESENTATION OR ANY OTHER LIABILITY WHICH CANNOT BE LEGALLY EXCLUDED OR LIMITED. SUBJECT TO THE PRECEDING SENTENCE, IN ALL EVENTS, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF: (I) THE AMOUNT YOU HAVE PAID TO THE COMPANY IN ACCORDANCE WITH THESE TERMS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM; OR (II) \$100 USD. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO THE COMPANY DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND THE COMPANY EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH THE COMPANY IS TO STOP USING THE SERVICES.

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY PERSONAL INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR THE SERVICES THEMSELVES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT OR PERSONALIZATION SETTINGS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the disclaimers and limitations included in these Terms may not apply to you. To the extent that the company may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth in these Terms, the scope of such warranty, and the extent of the company's liability, shall be the minimum permitted under such applicable law.

11. Changes to these Terms

We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.

We will give you at least 30 days advance notice of changes to these Terms that materially adversely impact you either via email or an in-product notification. All other changes will be effective as soon as we post them to our website. If you do not agree to the changes, you must stop using our Services.

12. Illegal Content Policy

We, Salona s.r.o., as the provider of the Testopia Services, takes a passive and neutral approach to content created and uploaded to the App (platform) by you as users. This means that we do not actively monitor or

review content on the App, nor does it seek out facts or circumstances indicating that the content may be unlawful. However, Salona s.r.o. may, at its sole discretion, conduct voluntary investigations or take other actions to detect, identify, remove, or disable access to illegal content. We may also take necessary measures to ensure compliance with legal regulations, these Terms, or orders from administrative authorities. We are not responsible for the legality, accuracy, or truthfulness of the content uploaded by users. Additionally, Salona s.r.o. does not use automated tools or algorithmic decision-making for content moderation.

We accept reports concerning content that a notifier (e.g., a visitor, you as a user, or other third party) considers illegal. Such reports can be submitted via email to testopiaapp@gmail.com. Reports should include at least the following information:

- A sufficiently reasoned explanation of why the notifier considers the content to be illegal.
- A clear indication of the exact electronic location of the content, and any additional details necessary to identify the illegal content, depending on its type.
- The name and email address of the individual or entity submitting the report, unless the report relates to criminal offenses listed in Articles 3 to 7 of Directive 2011/93/EU.
- A statement confirming that the individual or entity submitting the report has a good-faith belief that the information and claims contained in the report are accurate and complete.

If your report contains your electronic contact details, we will acknowledge receipt without undue delay. We will also notify you of our decision regarding the reported content and provide information on any available remedies in response to the decision. If we become aware of unlawful activity, illegal content, or content that violates these Terms, we may take action to remove or disable access to such content. Additionally, we may impose the following restrictions:

- Suspending or terminating your access to the app.
- Suspending or canceling your user account.

In such cases, we will provide a clear and specific explanation for the restriction to all affected users, provided that we have the necessary electronic contact details. However, if we determine that the content complies with applicable laws and these Terms, we may decide not to take any action against it.

If you repeatedly provide clearly illegal content, we may suspend your access to our Services and the app for a reasonable period after prior notice. Likewise, if you frequently submit clearly unfounded reports, we may suspend the processing of your reports after issuing a prior warning. In making such decisions, we will consider:

- The number of instances of clearly illegal content or unfounded reports submitted within a given period.
- The proportion of such content or reports relative to the total number of reports received.
- The severity of the abuse.
- The nature of the illegal content.

- The consequences of such misuse.
- Your intent.

13. General Provisions

We may assign or delegate these Terms and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms or Privacy Policy without our prior written consent, and any unauthorized assignment and delegation by you is ineffective.

You and us agree that if any Section of these Terms or provision of the Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such Section or provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability in any other jurisdiction and without affecting the remaining Sections of the Terms or provisions of the Privacy Policy, which shall continue to be in full force and effect.

If you are a resident of the United States, these Terms and any dispute arising out of or related to it or Privacy Policy or the Services shall be governed in all respects by California law, without giving effect to any principles that provide for the application of the law of another jurisdiction.

The communications between you and us use electronic means, whether you visit the Services or send us e-mails, or whether we post notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

These Terms and any documents expressly incorporated by reference herein (including the Privacy Policy), contain the entire understanding of you and us, and supersede all prior understandings of the parties relating to the subject matter of these Terms, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Services, provided however, the these Terms may be amended by us in accordance with these Terms.

Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Any dispute between you and us shall be settled amicably. If we fail to reach an amicable resolution to the dispute, any such dispute arising from the Terms and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by one arbitrator appointed by the President of the Arbitration Court. The language of the proceedings shall be English. In case the dispute would not fall within the competence of the aforesaid arbitration court, it shall be decided by courts of the Czech Republic or in relevant country if it is needed because of the law requirements of relevant country. All matter related with the proceedings will be considered as confidential. The costs of proceedings, including remuneration for the arbitrators, shall be borne by the unsuccessful party.

These Terms are effective as of March 15, 2025.

14. Contact Information

For any questions about these Terms or our Services, please contact us at testopiaapp@gmail.com.