

1. General Provisions

1.1. This Public Offer Agreement (hereinafter referred to as the "Agreement") is a legally binding document governing the provision of transcription and data processing services by Bots Inc. (hereinafter referred to as the "Service Provider") to any individual or legal entity (hereinafter referred to as the "User").

1.2. This Agreement is a public offer in accordance with law of Estonia and is deemed accepted upon the User's first use of the Service.

2. Business Information

2.1. Business Name: Bots Inc., Legal Name: AppsAndBots OÜ

2.2. Jurisdiction: Estonia

2.3. Official Business Address: Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117

2.4. Licensing: No specific regulations apply to the Service Provider's business.

3. Description of Services

3.1. The Service Provider offers transcription services for audio and video files, voice-to-text conversion, and future translation services.

3.2. The transcription services use OpenAI Whisper model.

3.3. Supported formats include MP3, WAV, OGG, MP4, YouTube, Google Drive links, among others. However, as files are being processed by OpenAI Whisper model, some encodings may not be supported and return error, this is normal behavior.

3.4. The services are multilingual, subject to the capabilities of the Whisper model.

3.5. Accuracy Disclaimer: The Service is provided "as is," and due to the nature of AI processing, transcription accuracy may vary. OpenAI Whisper's accuracy is dependent on audio quality, background noise, and language complexity. Users acknowledge that results may not be 100% accurate.

3.6. Services are provided through messaging platforms like Telegram and WhatsApp, and may be subject to platform-imposed limitations, such as file size and supported formats.

4. User Responsibilities & Restrictions

4.1. The User agrees to use the Service only for lawful purposes.

4.2. The User is responsible for ensuring that their uploaded files contain clear speech; otherwise, the resulting transcription may be unreliable.

4.3. The User must not submit content that is illegal, copyrighted without permission, confidential, or otherwise restricted.

4.4. Data Retention Policy: The Service Provider does not store uploaded files or transcriptions. Files are processed and deleted immediately upon transcription. The only record of the transcription is stored within the User's chat history, as maintained by the messenger platform.

5. Pricing & Payment

5.1. The Service Provider uses a prepaid credit system where 1 credit = 1 second of transcription.

5.2. Top-up option: Users may purchase credits at a rate of 1 euro = 3600 credits, which equals to 1 hour of transcribed audio duration.

5.3. Subscription Plans:

- S Plan: €4.99/month for 18,000 credits.
- M Plan: €9.99/month for 40,000 credits.
- L Plan: €19.99/month for 90,000 credits.
- XL Plan: €49.99/month for 240,000 credits.

5.4. Subscription payments are automatically charged monthly unless canceled by the User.

5.5. Prices are subject to change with prior notice from the Service Provider.

5.6. Refund Policy: Refunds may be issued if the User provides evidence of significant transcription errors or unreadable results, and reasonable efforts to correct the issue have failed.

6. Privacy & Data Protection

6.1. The Service Provider does not store personal data, except for the User's messenger username and ID for operational purposes.

6.2. GDPR Compliance: While the Service Provider does not retain personal data, the User is responsible for ensuring that they do not upload personal, sensitive, or confidential data to the Service.

6.3. The Service Provider shares uploaded files with OpenAI Whisper for processing. Users acknowledge and accept that this constitutes third-party data processing, similar to using any public AI service.

7. Liability & Disclaimers

7.1. Accuracy Disclaimer: Transcriptions are AI-generated and may contain errors. The Service Provider makes no guarantees regarding the accuracy of results.

7.2. No Legal Responsibility: The Service Provider is not liable for transcription mistakes, inaccuracies, or resulting misinterpretations.

7.3. User Responsibility: The User is solely responsible for verifying transcription accuracy and ensuring that their input contains speech for optimal results.

7.4. Limitation of Liability: The Service Provider assumes no liability for any damages, losses, or claims arising from the use of the Service.

7.5. Force Majeure: The Service Provider is not responsible for service interruptions due to factors beyond its control, including but not limited to AI downtime, third-party service failures, network issues, or regulatory restrictions.

8. Termination & Suspension

8.1. As the Service does not require user accounts, there are no grounds for account suspension or termination.

8.2. The User may stop using the Service at any time. No refunds are provided for unused credits, unless covered under the refund policy.

9. Dispute Resolution

9.1. Governing Law: This Agreement is governed by the laws of Ukraine.

9.2. Dispute Resolution Procedure:

- Any disputes shall first be attempted to be resolved through good-faith negotiations.
- If negotiations fail, disputes shall be resolved in the competent courts of Ukraine.

10. Final Provisions

10.1. The Service Provider reserves the right to modify this Agreement at any time. Users will be notified of significant changes.

10.2. Continued use of the Service after modifications constitutes acceptance of the updated Agreement.

By using the Service, the User acknowledges and agrees to the terms of this Public Offer Agreement.