TERMS & CONDITIONS

Welcome to GanchAI ("GanchAI," "we," "our," or "us"). These Terms of Service ("Terms") govern your use of our website, products, services, software, APIs, and related offerings (collectively, the "Services"). By accessing or using our Services, you ("you," "your," or "Client") agree to be legally bound by these Terms. If you do not agree, you must not use our Services.

- 1. Eligibility You must be at least 18 years old and have the legal capacity to enter into binding contracts. If you are under 18 years old, you may still access and use the Services only with the express consent and legal authorization of a parent, legal guardian, or authorized supervisor who has the legal capacity to grant such permission and to enter into binding agreements on your behalf. We reserve the right to request proof of such authorization at any time. By using the Services, you represent and warrant that you meet these requirements or have received proper authorization to do so.
- 2. Services Description GanchAl provides Al-powered business solutions, including but not limited to automation tools, custom chatbots, APIs, consulting, and integrations for sales, support, and operational efficiency. The scope of Services may vary based on your subscription or agreement with us.
- 3. Account Registration To access certain Services, you may need to create an account and provide accurate and complete information. You are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account.
- 4. Acceptable Use You agree not to: Use the Services for any unlawful, harmful, or fraudulent purposes Interfere with or disrupt the integrity or performance of the Services Reverse engineer, decompile, or attempt to derive source code from our software Use the Services to build a competing product or service Transmit any malware, spyware, or harmful code
- 5. Intellectual Property All content, technology, trademarks, and proprietary materials provided by GanchAl remain the exclusive property of GanchAl or its licensors. You are granted a non-exclusive, non-transferable, limited license to use the Services in accordance with these Terms. You may not copy, modify, distribute, or exploit any content or software unless expressly authorized in writing by GanchAl.
- 6. Client Data & Confidentiality You retain ownership of all data you input into the Services ("Client Data"). GanchAl may access, process, and store Client Data solely for the purpose of providing and improving the Services. We agree to maintain the confidentiality of your data and not disclose it to third parties except as required by law or with your explicit consent.
- 7. Payment Terms Unless otherwise agreed in writing, all Services are subject to applicable fees as described in your service plan or agreement. Payments are due in advance and are non-refundable, except as required by law. Late payments may incur interest at 1.5% per month (or the maximum legal rate) and may result in suspension or termination of access.
- 8. Third-Party Services Our Services may integrate or interact with third-party platforms (e.g., CRMs, payment processors, APIs). We are not responsible for the terms, practices, or content of those third-party services. Your use of them is subject to their own terms.

- 9. Disclaimer of Warranties THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AVAILABILITY. GanchAl does not guarantee that the Services will be error-free or uninterrupted.
- 10. Limitation of Liability To the fullest extent permitted by law, GanchAl shall not be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or relating to the use of the Services, even if advised of the possibility of such damages. Our total liability for any claim shall not exceed the total amount paid by you to GanchAl in the six (6) months prior to the event giving rise to the claim.
- 11. Termination We may suspend or terminate your access to the Services at any time if you violate these Terms or if required by law. Upon termination, your right to use the Services immediately ceases, but obligations relating to payment, confidentiality, IP rights, and liability will survive.
- 12. Governing Law & Dispute Resolution These Terms are governed by and construed in accordance with the laws of the Republic of Bulgaria, without regard to its conflict of law principles. Any disputes, controversies, or claims arising out of or in connection with these Terms or the use of the Services shall be exclusively resolved by the competent courts of the Republic of Bulgaria. The parties agree that the Sofia City Court (Sofiyski gradski sad) shall have jurisdiction as the first-instance court, unless mandatory law provides otherwise. Before initiating court proceedings, the parties agree to make a good faith effort to resolve the dispute amicably through direct negotiations for a period of at least 30 (thirty) days from written notification of the dispute.
- 13. Changes to Terms We may update these Terms from time to time. When we do, we will revise the "Last Updated" date and provide notice if the changes are material. Your continued use of the Services after changes are posted constitutes acceptance.
- 14. Contact If you have any questions or concerns about these Terms, please contact us at: GanchAl Email: ganchai@ganchai.co Phone: +1 781 470 5082 +359 886805092