

TERMS & CONDITIONS

of the Gift Podcast service

of the company XPE Group s.r.o., ID: 17179173,
with registered office at Ve Smečkách 595/28, Nové Město, 110 00 Prague 1,
registered in the Commercial Register administered by the Municipal Court in Prague
under file no. C 367791

(the "T&C")

1. Opening provisions

- 1.1 These terms and conditions (the "T&C") govern the rights and obligations between the operator of the giftpodcast.com platform (the "Provider") and (i) the person who orders, via the platform, the service consisting in the creation of an audio recording of the life story of a gifted person in the form of a conversation with an AI host (the "Buyer") and (ii) the person who, on the basis of the gift link received, takes part in the conversation (the "Recipient"). The services are provided via the web platform available at www.giftpodcast.com (the "Platform").
- 1.2 The Buyer may be either a natural person (including a consumer) or an entrepreneur. If the Buyer is a consumer, they are subject to special rights and protection under the relevant provisions of these T&C, the Czech Civil Code, and the Consumer Protection Act.
- 1.3 These T&C are an integral part of the service contract concluded between the Provider and the Buyer via the Platform. The Buyer concludes the contract, among other things, for the benefit of the Recipient (Sec. 1767 et seq. of the Czech Civil Code); the Recipient becomes a beneficiary entitled under the contract once they accept these T&C and use the Gift Link.

2. Description of the service

- 2.1 The Provider provides a service consisting in capturing the life story of the Recipient in the form of a recording of a conversation that the Recipient has with an automated AI host. The result of the service is an audio recording in MP3 format (the "Recording") which the Buyer and the Recipient can play and download online in the manner and for the period set out in Article 6 of these T&C.
- 2.2 The standard flow of the service consists of the following steps:
 - (a) the Buyer pays the price set out on the Platform and, after the payment is credited, receives a unique gift link (the "Gift Link");
 - (b) the Gift Link can be used at any time within one (1) year from the conclusion of the contract; once this period expires, the Gift Link becomes invalid and cannot be redeemed or exchanged for monetary compensation;
 - (c) before starting the conversation, the Recipient may select topics they wish to talk about;
 - (d) the Recipient grants browser permission to access the microphone and clicks the button that starts the conversation; from this moment the conversation is deemed started and performance of the service is deemed commenced for the purposes of Articles 5 and 10 of these T&C;
 - (e) the conversation takes place in real time as a voice exchange between the Recipient and the AI host and typically lasts 30 to 35 minutes;

(f) once the conversation ends, the Recording is automatically processed and made available to the Buyer and the Recipient via an unlisted player page on the Platform.

2.3 The Recipient may pause or end the conversation at any time, without any penalty or impact on the Provider's right to the price (Article 5).

2.4 The Provider is entitled to make changes to the technical solution, the AI model, and the individual functionalities of the Platform. Such changes shall not affect contracts already concluded to the extent that they would worsen the position of the Buyer or the Recipient.

3. Conclusion of the contract

3.1 The contract for the provision of the service comes into effect when the Buyer submits an order for the service via the Platform and pays the price. The contract and these T&C are written in Czech and English. The contract may be concluded in either Czech or English.

3.2 The Buyer acknowledges and agrees that the recipient of performance (the Recipient) is a third party designated by the Buyer. The Buyer undertakes to ensure that the Recipient to whom the Gift Link is forwarded is informed of these T&C and of the Provider's Privacy Policy available on the Platform, and that the Recipient's participation in the conversation is voluntary.

3.3 Upon receipt of the payment the Provider shall send the Buyer an order confirmation and the Gift Link by email; this confirmation also serves as the confirmation under Sec. 1822 and Sec. 1824a of the Czech Civil Code.

4. Price and payment

4.1 The price for the service is set out on the Platform at the moment the order is placed. The price is fixed and includes all actions of the Provider directed at providing the service, in particular the operation of the Platform, the AI conversation with the Recipient, processing of the audio data, creation of the Recording, and its hosting and availability for the period set out in Article 6 of these T&C. The price is stated inclusive of any applicable VAT; any taxes, charges, or currency conversion costs outside the territory of the Czech Republic are borne by the Buyer.

4.2 Payment is processed online via the payment provider available on the Platform (in particular Stripe). The price is payable in advance, i.e. immediately upon placing the order.

4.3 The Provider reserves the right to adjust the price for future orders at any time; any such change does not affect contracts already concluded.

5. Money-back guarantee and forfeiture of the right to a refund

5.1 The Provider offers the Buyer a one hundred percent (100 %) money-back guarantee provided that the Recipient has not yet started the conversation within the meaning of Article 2.2 (d). A refund request may be submitted at any time within the validity period of the Gift Link (Article 2.2 (b)) by sending an email to info@giftpodcast.com.

5.2 Once the conversation has been started, the service is deemed to have been performed to the extent that the Provider incurs non-recoverable costs in connection with the processing of voice data and the use of third-party AI services, regardless of the length of the conversation or whether the conversation was completed. The Buyer's right to a refund is extinguished at this moment, save for cases where the service was not provided at all due to reasons attributable to the Provider in breach of these T&C or applicable law.

5.3 For the avoidance of doubt, upon expiry of the validity of the Gift Link (Article 2.2 (b)) without redemption, both the Recipient's right to take part in the conversation and the Buyer's right to a refund expire without compensation. The Provider shall send the Buyer at least one reminder before that period expires.

- 5.4 The Provider shall return the price within fourteen (14) days from approval of the request, using the same payment method as was used for the original payment, unless agreed otherwise with the Buyer.

6. Availability of the Recording and data deletion

- 6.1 Once the conversation is completed, the Recording is made available to the Buyer and the Recipient via an unlisted link on the Platform for a period of thirty (30) days from the date the conversation was completed. The Buyer and the Recipient are expressly notified that, upon expiry of this period, the link ceases to be valid and the Recording can no longer be downloaded from the Platform.
- 6.2 The Buyer and the Recipient are strongly advised to download the MP3 Recording as soon as possible after the conversation has been completed and to store it on their own device or storage; this is the only way to ensure permanent access to the Recording.
- 6.3 Approximately twenty-four (24) days after the completion of the conversation, the Provider sends the Buyer (or the Recipient, if their email address is available to the Provider) a reminder to download the Recording.
- 6.4 Following the expiry of the 30-day period set out in Article 6.1, the Recording transitions to an unavailable state (soft-delete). No later than sixty-four (64) days from the completion of the conversation, the Provider permanently and irrevocably deletes all audio data of the Recording from all of its servers and storage (hard-delete). After this point the Recording cannot be restored, and the Provider shall not be liable for any resulting loss of data.
- 6.5 Notwithstanding the automatic deadlines, the Recipient (as the data subject) and the Buyer may at any earlier point request immediate deletion of the Recording by contacting the Provider at info@giftpodcast.com. The Provider shall comply with such a request without undue delay.

7. Obligations of the Buyer and the Recipient

- 7.1 The Buyer and the Recipient undertake to use the service exclusively for lawful and personal purposes and not to misuse it, in particular:
 - (a) for transmitting content that is unlawful, abusive, hateful, promotes violence, terrorism, sexually explicit content, child abuse, or any other harmful or illegal content;
 - (b) for infringing the rights of third parties, in particular intellectual property rights, personality rights, or rights to the protection of personal data;
 - (c) for impersonating another person without their consent;
 - (d) for automated abuse of the service (e.g. bots, scraping, mass generation of recordings for the purpose of training machine-learning models).
- 7.2 The Recipient is responsible for ensuring that the content shared in the conversation does not contain personal data of third parties beyond what is ordinary in personal storytelling about life and relationships, and that such sharing does not infringe the rights of those persons (in particular personality and privacy rights).
- 7.3 In the event of a breach of the obligations under this Article, the Provider has the right to refuse, terminate the service early, delete the Recording, and demand from the Buyer compensation for any damage incurred. In the event of a serious breach (in particular content under Article 7.1 (a) and (b)), the Provider has the right to retain the price paid in full.
- 7.4 The Recipient must, at the moment of starting the conversation, be a person with full legal capacity, or there must be consent from a legal guardian for their participation; the Provider is not obliged to verify such consent. The service is not intended for children under the age of thirteen (13).

8. Recipient's consent and rights to the Recording

- 8.1 By granting microphone permission and clicking the start button, the Recipient expressly consents to the following:
 - (a) their voice and the content of their statements will be recorded and processed in real time by the AI host and the related personal data processor (in particular ElevenLabs, Inc., the conversational AI provider, established in the United States of America);
 - (b) the resulting Recording will be accessible to the Buyer and to the Recipient themselves via an unlisted link;
 - (c) they have read and acknowledge the Provider's Privacy Policy available on the Platform.
- 8.2 All personality rights to the content shared in the conversation remain with the Recipient. The Provider does not acquire any copyright or other rights to the content of the Recording beyond what is necessary to provide the service (i.e. to process the Recording, store it temporarily, and make it available to the Buyer and the Recipient).
- 8.3 The Provider undertakes that the Recording will not be made available to third parties beyond the necessary processors listed in the Privacy Policy and will not be used by the Provider for training AI models. To the extent technically feasible, the Provider also disables, in its technical integration with the conversational AI provider, the use of conversation content for training the foundation models of such provider.

9. Provider's liability

- 9.1 The Provider shall make reasonable efforts to ensure that the service is provided properly and that the Platform is available. However, the Provider does not guarantee uninterrupted or error-free operation of the Platform or any specific quality of the resulting Recording, since these depend on factors outside the Provider's control (in particular the quality of the Recipient's microphone, internet connection, ambient noise, and clarity of speech).
- 9.2 The Provider is not liable for damage caused by unavailability of the Platform or by services of third parties to the extent that the Provider could not foresee or prevent such damage (in particular outages of the AI subprocessor, hosting provider, or payment processor).
- 9.3 In particular, the Provider is not liable for:
 - (a) loss of a Recording that the Buyer or the Recipient failed to download within the period under Article 6;
 - (b) the content shared by the Recipient during the conversation, nor for its truthfulness or completeness;
 - (c) any emotional or psychological distress that the Recipient may experience in connection with discussing personal topics — the Recipient may end the conversation at any time (Article 2.3).
- 9.4 Where the Provider is liable to the Buyer for damages, the aggregate amount of compensation is limited to the price paid by the Buyer for the relevant service; this limitation does not apply in cases of intent or gross negligence, nor in cases where it is precluded by applicable law.

10. Withdrawal from the contract by the consumer

- 10.1 The Buyer-consumer has the right to withdraw from the contract without giving any reason within fourteen (14) days from its conclusion, unless the exception below applies.
- 10.2 The Buyer-consumer acknowledges that, pursuant to Sec. 1837 (I) of the Czech Civil Code, the right to withdraw from a contract for the supply of digital content not delivered on a tangible medium is lost once performance has commenced, provided that (i) such commencement took place with the consumer's prior express consent, (ii) the consumer was informed that

they would thereby lose the right to withdraw, and (iii) the entrepreneur provided the consumer with the confirmation under Sec. 1824a (1) and (2) of the Czech Civil Code.

- 10.3 In the case of this service, performance of the digital content commences when the Recipient starts the conversation (Article 2.2 (d)). By concluding the contract, the Buyer-consumer acknowledges and expressly consents that, upon the Recipient starting the conversation, the Buyer-consumer loses the right to withdraw from the contract. Likewise — to the extent the contract qualifies as a contract for the provision of services — the Buyer-consumer agrees that, where the service is to be provided in full before the expiry of the withdrawal period, the right to withdraw is lost upon full performance of the service (Sec. 1837 (a) of the Czech Civil Code).
- 10.4 If the Recipient has not yet started the conversation, the Buyer-consumer may withdraw from the contract by sending a notice to the Provider (at info@giftpodcast.com or by post to the registered address) within the fourteen (14) day period from the conclusion of the contract. The Buyer may use the model form attached to these T&C as an annex. The Provider shall confirm receipt of the withdrawal notice to the Buyer in text form without undue delay.
- 10.5 Upon effective withdrawal, the Provider shall return the full amount paid to the Buyer within fourteen (14) days from receipt of the withdrawal notice, using the same payment method as was used for the original payment, unless the Buyer expressly agreed to a different method.

11. Complaints and liability for defects

- 11.1 The Buyer is entitled to file a complaint if the service was not provided properly or to the agreed extent. Complaints may be filed in writing or electronically at info@giftpodcast.com.
- 11.2 The rights and obligations of the parties regarding rights arising from defective performance are governed by the relevant provisions of the Czech Civil Code, in particular Sec. 1914 to 1925 and Sec. 2389a et seq. (contracts for digital content).
- 11.3 The Provider shall handle the complaint, including any remediation of defects, within thirty (30) days of its filing, unless agreed with the Buyer-consumer for a longer period. After the expiry of this period, the Buyer-consumer is entitled, at their option, to a reasonable discount on the price or to withdrawal from the contract.
- 11.4 In the event of a complaint, the Buyer-consumer is entitled to reimbursement of reasonable costs incurred in connection with the complaint. Such reimbursement must be requested without undue delay.
- 11.5 For Buyers who are not consumers, the following rules deviating from the Czech Civil Code apply in case of defective performance:
- (a) the occurrence of a repairable defect always constitutes an immaterial breach of contract;
 - (b) in case of an immaterial breach, the Buyer is entitled to remediation of the defect or a reasonable discount on the price, at the Provider's option;
 - (c) in case of a material breach, the Buyer is entitled, at their option, to a reasonable discount or to withdrawal from the contract;
 - (d) the Buyer is not entitled to reimbursement of costs associated with the filing of an unjustified complaint.

12. Personal data protection

- 12.1 The Provider processes the personal data of the Buyer and the Recipient in accordance with Regulation (EU) 2016/679 (GDPR) and applicable Czech law. Details, including information about the processors (in particular the conversational AI provider), categories of processed data, retention periods, and the rights of data subjects, are set out in the Privacy Policy available on the Platform.

- 12.2 Given the nature of the service (processing of voice data), the Provider places particular emphasis on transparency and the shortest possible retention. Audio data is permanently deleted no later than 64 days from the completion of the conversation (Article 6.4).

13. Communication

- 13.1 Communication between the Provider, the Buyer, and the Recipient takes place primarily by electronic means, in particular via the email address provided by the Buyer in the order, the email address of the Recipient (where provided to the Provider), or via the Platform itself.
- 13.2 The Buyer and the Recipient are required to regularly check their email inbox, in particular as regards delivery of the Gift Link (Buyer) and the reminder to download the Recording (Recipient).

14. Dispute resolution

- 14.1 The parties shall use their best efforts to settle any disputes arising out of or in connection with the contract (the "Dispute") amicably. Any Dispute that cannot be resolved by agreement of the parties shall be settled by the general courts of the Czech Republic.
- 14.2 A Buyer who is a consumer has the right to out-of-court settlement of a consumer Dispute under the Consumer Protection Act. The entity authorised to conduct out-of-court settlement of such disputes is the Czech Trade Inspection Authority. More information is available at www.coi.cz.
- 14.3 Out-of-court resolution of a consumer Dispute is initiated solely upon a consumer's motion, and only if the Dispute could not be resolved directly with the Provider. The motion may be filed no later than one (1) year from the date on which the consumer first exercised, with the Provider, the right that is the subject of the Dispute.
- 14.4 The consumer also has the right to initiate out-of-court resolution of a Dispute online via the ODR platform available at ec.europa.eu/consumers/odr.
- 14.5 The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: www.evropskyspotrebitel.cz, is the contact point under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes.
- 14.6 The Provider is authorised to provide its services on the basis of a trade licence. Trade inspection is carried out by the relevant trade-licensing office. Supervision of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, within a defined scope, compliance with the Consumer Protection Act.

15. Final provisions

- 15.1 The Provider reserves the right to amend these T&C. Any amendment shall not affect contracts already concluded. These T&C take effect on 7 May 2026; any subsequent amendments take effect on the date of their publication on the Platform.
- 15.2 The Provider is not bound by any code of conduct in relation to the Buyer within the meaning of Sec. 1826 (1) (e) of the Czech Civil Code.
- 15.3 Unless expressly stated otherwise in these T&C or agreed in writing by the parties, no obligation under the contract shall be deemed a fixed obligation within the meaning of Sec. 1980 (1) of the Czech Civil Code.
- 15.4 A model form for withdrawal from the contract is attached to these T&C as an annex.

- 15.5 Contact details of the Provider: mailing address: Ve Smečkách 595/28, Nové Město, 110 00 Prague 1; email address: info@giftpodcast.com. Up-to-date contact information is also published on the Platform.
- 15.6 These T&C and the contractual relationships between the parties are governed by the laws of the Czech Republic. This is without prejudice to any rights of the consumer arising from mandatory provisions of the law of the consumer's habitual residence.
- 15.7 By concluding the contract, the Buyer confirms that they have read, understood, and agree to these T&C.

XPE Group s.r.o.

Daniel Izák, Managing Director

Annex

Consumer information on the right to withdraw from the contract and model form

If you are a consumer, you have the right to withdraw from the contract without giving any reason within 14 days from the day following the day on which the contract is concluded, i.e. from the day on which you submit your order on our Platform. However, this right is lost the moment the Recipient starts the conversation, as described in the T&C.

To exercise your right of withdrawal, you must inform XPE Group s.r.o., with its registered office at Ve Smečkách 595/28, Nové Město, 110 00 Prague 1, ID No.: 17179173, email: info@giftpodcast.com, by means of an unequivocal statement (e.g. a letter sent by post, data box, or email). You may also use the attached model withdrawal form, but you are not required to do so.

To meet the withdrawal deadline, it is sufficient to send your notice of withdrawal before the withdrawal period expires.

Consequences of withdrawal:

If you validly withdraw from the contract in accordance with these T&C, we will refund all payments received from you without undue delay and no later than 14 days from the day on which we receive your withdrawal notice. We will use the same payment method that you used for the initial transaction, unless you expressly agree otherwise. In no event will you incur any additional charges as a result of this refund.

You acknowledge that, pursuant to Sec. 1837 (l) of the Czech Civil Code, the right to withdraw is lost once performance of the digital content has commenced (i.e. once the Recipient starts the conversation), and likewise pursuant to Sec. 1837 (a) of the Czech Civil Code where the service has been fully provided before the expiry of the withdrawal period.

Form for withdrawal from the contract by the consumer

(Complete and return this form only if you wish to withdraw from the contract.)

Provider:

XPE Group s.r.o., with its registered office at Ve Smečkách 595/28, Nové Město, 110 00 Prague 1, ID No.: 17179173, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 367791

Website: www.giftpodcast.com

Email: info@giftpodcast.com

Buyer (consumer):

First and last name: _____

Address: _____

Email: _____

I hereby give notice that I withdraw from the contract:

Order / Gift Link number: _____

Date of order: _____

I request a refund to bank account no.: _____

In _____ on _____

Signature

Please note that, pursuant to Sec. 1837 (l), respectively (a), of the Czech Civil Code, it is not possible to withdraw from a contract for the supply of digital content or for the provision of services once performance has commenced (i.e. once the Recipient starts the conversation).

The Provider shall confirm receipt of this withdrawal to the Buyer in text form without undue delay.