

BUDDY.FM LTD

Terms of Service

BuddyPro (Experts) | Buddy (End-Users)

Version valid until 4. 6. 2026

Buddy.FM Ltd, Enterprise House, 2 Pass Street, Oldham, Manchester, United Kingdom, OL9 6HZ

Company No. 15883190 | support@buddypro.ai

Part I - Terms of Service: BuddyPro (for Experts)

Provozovatel: Buddy.FM Ltd, Enterprise House, 2 Pass Street, Oldham, Manchester, United Kingdom, OL9 6HZ, Company No. 15883190. Kontakt: support@buddypro.ai

Section 1: General Provisions

1.1 Service Provider

The BuddyPro service is operated by Buddy.FM Ltd, Enterprise House, 2 Pass Street, Oldham, Manchester, United Kingdom, OL9 6HZ, Company No. 15883190.

1.2 The BuddyPro Service

BuddyPro is an online platform that enables Experts to create and run their own AI assistant instances ('Buddy') trained on their know-how. The platform connects content creators with end-users through technological infrastructure for content hosting and AI processing.

1.3 Expert Definition

An Expert is a natural or legal person who registers on BuddyPro as a content creator, uploads their materials, trains a Buddy, and may provide content or services to end-users. BuddyPro provides technology but isn't party to Expert-user relationships.

1.4 Contractual Relationship

These Terms of Service for Experts ('Terms') govern the rights and obligations between the Provider and each Expert using BuddyPro. Acceptance occurs by ticking acceptance during registration; use constitutes agreement.

1.5 Additional Policies

Privacy Policy and feature-specific terms form integral agreement parts, with special terms prevailing in conflicts.

Section 2: Registration & Account

2.1 Eligibility

Only persons aged 18 or over, fully legally competent, may register. Legal entities register through authorized representatives only.

2.2 Registration Data

Experts must provide true, accurate and complete information (name, e-mail, billing data if required) and keep it up to date. The Provider may verify identity or email. Incorrect or outdated information may trigger account suspension.

2.3 Account Security

An account protected by password is created. Experts must maintain credential confidentiality and remain responsible for all account actions. Suspected breaches must be promptly reported; the Provider may temporarily block accounts for protection.

Section 3: Expert's Rights & Duties

3.1 Uploading Content

Experts may upload text, images, audiovisual or other digital materials ('Content') in order to train their Buddy and provide answers to end-users. Each upload confirms content compliance with Terms. The Provider performs limited pre-moderation with random or automated checks.

3.2 Permitted Content - IP Rights

Experts may upload only Content to which they hold the necessary copyrights and other rights. Material must be original work or properly licensed. Uploading third-party works without permission is strictly prohibited. Proof of rights must be supplied upon request.

3.3 Permitted Content - Other Rules

Content restrictions prohibit material that is illegal, harmful or immoral including: (a) infringe copyrights, trademarks, trade secrets; (b) contain personal data of third parties contrary to law (esp. GDPR); (c) contain defamatory, threatening, hateful, child sexual abuse or extremist material; (d) contain malware; (e) promote illegal activity. The Provider may remove or disable prohibited content.

3.4 Liability & Warranties

The Expert is fully liable for all uploaded Content and its use. They warrant: (i) they are the author or rightful licensee; (ii) they may grant the licences in 4.1; (iii) using the Content via Buddy does not breach any law or third-party rights; (iv) the Content is free of viruses/spam; (v) if personal data of third parties are included, a valid legal basis exists.

3.5 Purpose

BuddyPro may only be used for legitimate professional purposes related to the Expert's know-how. It's not a general cloud storage or file-sharing service. The Provider may limit file types or storage volume.

3.6 Co-operation

Experts must provide necessary co-operation, respond to Provider queries and treat support staff respectfully.

3.7 Relationship with End-Users

Any arrangement (including pricing) between the Expert and end-users is the Expert's responsibility. BuddyPro may offer template terms but isn't party to agreements. Experts bear responsibility for Buddy communications and resulting obligations.

Section 4: Licence & Intellectual Property

4.1 Licence to Provider

By uploading Content, the Expert grants the Provider a non-exclusive, transferable, sub-licensable, worldwide licence to use the Content solely to operate the Expert's Buddy instance and to promote BuddyPro, for the duration of the economic copyright term (or until deletion plus reasonable back-up/archival period). The license is royalty-free and permits storage, backup, indexing, analysis including AI

processing, display, and communication to end-users via Buddy. The Provider cannot sell content separately or license for unrelated purposes.

4.1a Restrictions on Provider's Use of Content

The Provider undertakes: (a) Expert Content will be used solely to operate the Expert's specific Buddy instance and will NOT be used to train, fine-tune or improve AI models or algorithms; (b) Expert Content will NOT be sold, licensed or otherwise transferred to any third party for any purpose; (c) Expert Content uploaded by one Expert is logically isolated and will NOT be accessible to or used by other Experts' Buddy instances; (d) The Provider uses only API-based AI models from suppliers (OpenRouter.ai, ElevenLabs and others) that do not train on input data.

4.2 Termination of Licence

If the Expert deletes Content or closes the account, the licence ends once the Content is removed from active systems. Backups may be retained up to 90 days or as legally required. The Provider may retain general learnings derived from content processing.

4.3 Provider IP

'BuddyPro', 'Buddy.fm', the Buddy logo, software, code, design, technologies and Provider-created content (excluding Expert Content) are owned by the Provider or its suppliers. Experts receive a non-exclusive user license for agreement duration. Decompilation, reverse engineering, code copying or TM misuse is prohibited, except truthful statements such as 'My services are available via BuddyPro'.

Section 5: Provider's Rights & Platform Management

5.1 Availability

The Provider will use reasonable efforts to ensure continuous, high-quality service but outages/maintenance may occur. The Provider isn't liable for temporary unavailability or data loss from technical failure but will endeavor to remedy issues. Major function changes receive advance announcement.

5.2 Monitoring & Moderation

Provider may monitor and moderate Content as necessary (malware scans, illegal content analysis, copyright infringement analysis, Buddy output analysis on our own test accounts). The Provider may remove or disable suspected infringing content and will notify Experts where possible. Urgent cases permit immediate removal without liability.

5.3 Account Suspension/Termination

Provider may suspend or terminate accounts for serious or repeated breaches or misuse causing harm. Prior notice and cure periods apply where feasible. No compensation is owed. Outstanding earnings are paid minus contractual penalties or damages.

5.4 Contractual Penalty & Indemnity

For serious breaches the Provider may demand a contractual penalty up to GBP 5,000 per breach. This doesn't limit full damages recovery. The Expert shall indemnify the Provider against all claims, losses, fines and costs (incl. legal fees) arising from the Expert's breach or Content. This obligation survives termination.

5.5 References & Statistics

Unless the Expert objects in writing, the Provider may list the Expert's name and Buddy description for reference/marketing and may use anonymised aggregated usage data to improve and publish service statistics.

5.6 Use of the Buddy by the Provider

Unless the Expert objects in writing, the Provider and its employees/contractors may create trial accounts of the Expert's Buddy with no message limits for testing. Such trials are only for Provider employees during employment and aren't resold or shared. Usage isn't charged to Expert credits; the Provider covers AI costs.

Section 6: Payments & Earnings

6.1 Charging End-Users

The Expert may charge for access to their Buddy. All payments from end-users are collected directly by the Expert. The Provider isn't a payment intermediary and bears no liability for collection, settlement, or the Expert-user contractual relationship.

6.2 Expert-User Invoicing

The Expert is solely responsible for invoicing end-users, legal compliance and handling complaints.

6.3 Platform Fees (AI Costs)

The Expert shall pay the Provider fees for using BuddyPro, namely AI costs (hosting, compute, support). Fees follow the Provider's price list or individual offers based on usage volume. AI costs debit from Expert credit accounts. The Provider may amend the price list unilaterally with 30 days' prior notice via e-mail or in-app notice.

6.4 Payment Terms

Fees are quoted net of VAT unless legally required. Late payment may trigger suspension or termination.

6.5 Taxes

The Expert is responsible for all tax and accounting obligations related to income from end-users. The Provider offers no tax advice and creates no employment or agency relationship.

6.6 Pricing Freedom & Transparency

The Expert sets end-user prices independently and must communicate them clearly.

Section 7: Privacy & Data

7.1 Data Roles

Provider = controller of Expert registration data; processor of personal data in Expert Content (Expert = controller).

7.2 GDPR Compliance

Provider processes personal data in accordance with GDPR 2016/679. Details appear in the Privacy Policy.

7.3 Third-Party Data in Content

Experts upload third-party personal data only with valid legal basis while acting as controllers. This agreement also serves as a GDPR Article 28 data-processing agreement. The Provider may engage sub-processors like Google Drive and AI infrastructure under appropriate safeguards.

7.4-7.8 Confidentiality, Logs, Data Subject Rights, Cookies, Data Storage

Confidentiality & Logs: Support communications may be recorded for quality; aggregated usage data may be published anonymously. Data Subject Rights: Experts may request access, rectification, erasure, restriction, objection and portability via support@buddypro.ai; Provider will respond within 30 days. Cookies: The web interface uses cookies for functionality and analytics. Data Storage: Expert Content stored in Google Drive (access limited, NDA), DynamoDB in AWS Frankfurt (EU), Pinecone via AWS Ireland (EU).

Section 8: Liability

8.1

BuddyPro is provided 'as is' and 'as available'. AI may return inaccurate or unsuitable outputs.

8.2

For proven defects preventing normal use, the Expert may request remedy; if unresolved the Expert may terminate.

8.3

Provider bears no responsibility for Expert Content or AI outputs. Claims from third parties must be directed at the Expert.

8.4

Neither party is liable for delay or non-performance caused by events beyond reasonable control (force majeure).

Section 9: Term & Termination

9.1

The agreement runs for an indefinite term from registration acceptance.

9.2

Expert may close the account at any time via account settings or e-mail; Provider will execute within 30 days.

9.3

Provider may terminate with 30 days' notice without cause or immediately for serious breach.

9.4

Upon termination, Expert profile and Buddy become inaccessible; Content is deleted from active systems (back-ups max. 90 days). Outstanding earnings are paid out.

Section 10: Final Provisions

10.1 Changes to Terms

Provider may amend with at least 15 days' prior notice. Disagreement permits immediate termination. Continued use = acceptance.

10.2 Independent Contractors

Independent contractors; no employment or partnership.

10.3 Severability

Severability clause.

10.4 Entire Agreement

Entire agreement.

10.5 Assignment

Provider may assign within Buddy.fm group; Expert cannot assign without written consent.

10.6 Governing Law

Law of England & Wales.

10.7 Dispute Resolution

Amicable settlement first via support@buddypro.ai (30 day response); failing that, Manchester UK courts.

10.8 Language

English version prevails.

Part II - Terms of Service: Buddy (for End-Users)

Last updated: 10 July 2025

1. Acceptance of Terms

Buddy is operated by Buddy.FM Ltd, Enterprise House, 2 Pass Street, Oldham, Manchester, UK, OL9 6HZ, Company No. 15883190. Contact: support@buddypro.ai. By starting a conversation with the Buddy chatbot on Telegram, you agree to be bound by these Terms.

2. The Service

Buddy is an AI-powered personal mentor and friend. It can chat, run web searches, analyse photos, exchange voice messages and join audio calls. Buddy is not a licensed therapist, medical professional or coach and the information it provides is for general purposes only.

3. Eligibility

The Service is available worldwide to anyone with legal capacity. If under the age of digital consent, permission from a parent or legal guardian is required.

4. Access via Telegram

Using the Service requires a Telegram account. You are responsible for safeguarding your Telegram credentials and for all activity under your account.

5. Fees & Payments

- 5.1 Basic use may be free; premium features may be subject to fees described in-app.
- 5.2 Payments processed by Stripe and Lemon Squeezy. We do not store full payment card details.
- 5.3 Prices include taxes where required.
- 5.4 Subscriptions can be cancelled at any time; access remains until end of paid period.
- 5.5 Refunds follow policy displayed at checkout or required by law.

6. Acceptable Use

You agree not to use Buddy to violate any law, harm others, transmit malware, infringe intellectual property or generate prohibited content. We may suspend the Service for misuse.

7. Privacy and Data Security

7.1 Zero Human Access Policy: No natural person from Buddy.FM Ltd, employees, contractors, or subcontractors accesses content of messages, personal information, or derivative information from conversations.

7.2 All messages encrypted using industry-standard encryption, decrypted only in secure isolated systems for AI model communication. Zero-trust security model.

7.3 Privacy and security are fundamental priorities.

7.4 Subject only to legally binding court orders.

8. Intellectual Property

The Service and all original content, features and functionality are exclusive property of Buddy FM and its licensors, protected by UK and international IP laws.

9. Termination

We may suspend or terminate access immediately for breaches or if required by law. You may stop using the Service at any time by sending /stop in the Telegram chat.

10. Disclaimers

AI Disclaimer: Conversations are generated by AI and may be inaccurate or inappropriate. Use your own judgment. No Warranties: The Service is provided "AS IS" and "AS AVAILABLE" without warranties of any kind.

11. Changes to Terms

We may modify these Terms at any time with notification via updated page.

12. Governing Law

English law, Manchester UK courts.

13. Contact

support@buddypro.ai