TERMS OF SERVICE — BuddyPro

(for Experts)

Last updated: 01-11-2026
Effective from: 01-12-2026

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.

BuddyPro is a digital service within the meaning of applicable consumer protection laws. BuddyPro is currently accessible via the Telegram messaging application, which must be installed on the Expert's and end-users' devices. The Expert's Content is processed using third-party API-based AI models.

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 Incorrect or outdated information may trigger account suspension.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

Access to BuddyPro is authenticated via the Expert's Telegram account. Experts are responsible for maintaining the security of their Telegram account and remain responsible for all actions taken through their BuddyPro access. Suspected unauthorised access must be promptly reported to the Provider; the Provider may temporarily suspend access 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.

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/UK GDPR); (c) contain defamatory, threatening, hateful, child sexual abuse or extremist material; (d) contain malware; (e) promote illegal activity.

Upon discovery of potentially prohibited Content, the Provider shall follow the graduated enforcement procedure set out in Section 10 (Breach, Suspension and Termination). Urgent cases (e.g. child sexual abuse material, imminent threats) permit immediate removal without prior notice. Where the removed Content gives rise to a reasonable suspicion of a serious criminal offence (including but not limited to child sexual abuse material or content inciting terrorism), the Provider may report the matter to the relevant law enforcement or regulatory authorities without prior notice to the Expert.

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 licenses 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.

3.8 Compliance with AI Regulations

3.8.1 The Expert acknowledges that, as deployer of a Buddy instance directed at end-users, the Expert may be subject to applicable AI regulations including: (a) Regulation (EU) 2024/1689 (EU AI Act) where the Expert or end-users are in the EU; (b) UK AI guidance and sector-specific regulations (ICO, FCA, Ofcom) where the Expert or end-users are in the UK; (c) any other applicable AI regulation in jurisdictions where the Expert operates.

3.8.2 The Expert is solely responsible for ensuring their use of BuddyPro complies with all applicable AI regulations, including the EU AI Act and UK sector-specific guidance. The Provider does not assess jurisdiction-specific compliance of individual Buddy instances.

3.8.3 The Expert shall not configure their Buddy in a manner constituting a prohibited AI practice under Article 5 of the EU AI Act or equivalent provisions under applicable law. Any breach of this obligation shall be subject to the enforcement procedure set out in Section 10 (Breach, Suspension and Termination).

3.8.4 The Expert shall maintain records sufficient to demonstrate compliance with applicable AI regulations for a minimum of three (3) years following the last use of the relevant Buddy instance.

Section 4: Licence & Intellectual Property

4.1 Licence to Provider

By uploading Content, the Expert grants the Provider a non-exclusive, 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), all within the scope of restrictions on Provider´s Use of Content according to par. 4.1a as stated below. 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.

The licence to use Content 'to promote BuddyPro' is limited to: (a) publicly available material; and (b) use in anonymised case studies, platform descriptions, or marketing materials.

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 of any third-party provider; (b) Expert Content will NOT be sold, licensed or otherwise transferred to any third party for any purpose, except for the assignment of all rights and obligations of the Provider to a third party due to a merger, acquisition or sale of a substantial portion of the Provider's assets.; (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 third-party suppliers that contractually 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. For the avoidance of doubt, the Provider may retain anonymised, aggregated operational statistics (e.g. query volumes, error rates) that cannot be used to reconstruct or identify Expert Content; the Provider shall not retain or use any Expert Content to train, fine-tune, or improve any AI model or algorithm.

4.3 Provider's Intellectual Property

'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.

In the event of service unavailability, the Expert’s sole remedy shall be a pro-rata reduction of the monthly license fee for the period of unavailability exceeding 24 consecutive hours in any calendar month. This remedy does not apply to AI usage fees, which reflect third-party compute costs incurred by the Provider (see clause 6.3a).

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 in good faith to comply with applicable law, protect the platform, or safeguard other users. The Provider will notify Experts where possible and provide an opportunity to respond. Urgent cases (imminent harm, illegal material) permit immediate removal without prior notice and without liability.

5.3 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.

5.4 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.

6.3a Average Price per Message

(a) The Provider prices AI usage so that the average price per message across the BuddyPro platform is maintained at USD 0.092 per message, exclusive of VAT (the 'Reference Average Price').

(b) For the purposes of this clause, a 'message' means any single message exchanged in a conversation with a Buddy, whether sent by an end-user or generated by the Buddy, including questions, answers and follow-up messages. All messages are counted in the average.

(c) The Reference Average Price is calculated across all Buddy instances on the BuddyPro platform. It is an average, not a fixed price per message: the actual average price per message of an individual Buddy instance may be higher or lower, depending in particular on the length and complexity of

conversations, types of messages sent, the length of the system prompt, prompt caching effectiveness, structure of Expert Content, the configuration of the instance and other factors.

(d) In calculating the Reference Average Price, the Provider may exclude Buddy instances whose AI costs per message, or whose size (in particular the size of system prompt, number of users or number of conversations), are significantly above the platform average and could therefore materially distort the average.

(e) The Provider shall use reasonable endeavours to keep the Reference Average Price constant. Nothing in this clause constitutes a guarantee of a particular price per message for any individual Expert or Buddy instance.

(f) Any change to the Reference Average Price or to the method of its calculation shall be notified to Experts by e-mail or in-app notice at least three (3) months before it takes effect. Any amendment of the price list under clause 6.3 that would result in a change of the Reference Average Price is subject to the same three-month notice period; the 30-day notice period under clause 6.3 does not apply to it.

6.4 Payment Method and Billing

Platform fees comprise two distinct components: (a) AI Usage Fees cover hosting, compute and processing costs and are charged on a monthly billing cycle based on actual usage in the preceding month. (b) Licence Fee covers access to the BuddyPro platform and is charged on an annual basis by default. Where agreed in writing, a monthly licence billing cycle may apply. Licence fee terms, including any applicable discounts for annual payment, are set out in the Provider's price list or the individual agreement. Fees are debited automatically from the Expert's registered payment card or deducted from prepaid credit balance. The Provider issues an invoice or billing statement for each charge, accessible in the Expert's account dashboard. If automatic payment fails, the Expert will be notified and given 7 days to update payment details before service may be restricted. For Experts on custom or non-standard plans, all applicable billing terms are set out in the individual agreement, which prevails over this clause in case of conflict.

6.4a Lifetime Licence

Where the Expert has purchased a lifetime licence, the licence fee for the lifetime licence is deemed to be fully consumed at the moment the licence key is delivered to the Expert. Accordingly, the lifetime licence fee is not subject to any pro-rata refund under clauses 6.8 or 9.3, unless otherwise required by applicable mandatory law.

6.5 Payment Terms

Fees are quoted net of VAT unless legally required. Late payment may trigger suspension or termination in accordance with Section 10.

6.6 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.

6.7 Pricing Freedom & Transparency

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

6.8 Prepaid Credits on Termination

Upon termination of the agreement: (a) if terminated by the Provider pursuant to clause 9.3(a), 9.3(b) or 9.3(c), or in case Expert shall terminate the agreement because of amend of these Terms (par. 12.1) or of the price list (par. 6.3), any unused prepaid license fees shall be refunded to the Expert on a pro-rata basis within 30 days; (b) if terminated by the Expert voluntarily or by the Provider for cause (Expert's breach), unused prepaid credits are non-refundable unless otherwise required by applicable mandatory law.

Section 7: Privacy & Data

7.1 Data Roles

Provider = controller of Expert registration data; processor of personal data in Expert Content (Expert = controller as specified in clause 7.3.4 below). For the purposes of UK data protection law, references to 'GDPR' in these Terms include both EU GDPR (Regulation 2016/679) and UK GDPR (as defined in the Data Protection Act 2018, as amended).

7.2 GDPR Compliance

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

7.3 Third-Party Data in Content

7.3.1 Data Processing Agreement. The Expert, as data controller, instructs the Provider, as data processor, to process personal data contained in Expert Content solely for the purposes of operating the Expert's Buddy instance and as otherwise described in these Terms. This clause, together with the Privacy Policy, constitutes the data processing agreement required under Article 28 of Regulation (EU) 2016/679 (EU GDPR) and Article 28 of the UK General Data Protection Regulation (UK GDPR).

7.3.2 Processor Obligations. The Provider undertakes to: (a) process personal data only on documented instructions from the Expert, unless required to do so by applicable law; (b) ensure that all persons authorised to process the personal data are subject to confidentiality obligations; (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 EU GDPR and Article 32 UK GDPR; (d) assist the Expert, by appropriate technical and organisational measures, in responding to data subject rights requests under Articles 15–22 EU GDPR / UK GDPR; (e) assist the Expert in ensuring compliance with its obligations regarding security, personal data breach notification, data protection impact assessments, and prior consultation with supervisory authorities; (f) at the Expert's choice, delete or return all personal data after the end of the provision of services, and delete existing copies unless applicable law requires retention; (g) make available to the Expert all information necessary to demonstrate compliance with this clause, and allow for and contribute to audits and inspections

conducted by the Expert or a third-party auditor mandated by the Expert, on reasonable prior written notice and at the Expert's cost.

7.3.3 Sub-processors. The Expert grants the Provider general authorisation to engage sub-processors for the purposes of providing the Service, subject to the following: (a) the Provider shall maintain an up-to-date list of sub-processors at https://buddypro.ai/terms/sub-processors; (b) the Provider shall inform the Expert of any intended addition or replacement of sub-processors with at least 5 days' prior notice via email or in-platform notification. The Expert may object within 5 days of such notice, provided the objection is based on documented and substantiated grounds relating to data protection compliance under applicable law. General commercial objections do not constitute valid grounds for objection under this clause; (c) where the Expert raises a valid objection under (b) and the parties cannot resolve the issue within 5 days of the objection, the Expert may terminate the agreement on 30 days' written notice, without penalty solely in respect of the sub-processor change. The Provider may, at its discretion, propose an alternative sub-processor to resolve the objection; (d) the Provider shall impose data protection obligations equivalent to those in this clause on all sub-processors by written contract. Current sub-processors are listed at https://buddypro.ai/terms/sub-processors.

7.3.4 Expert's Controller Obligations. The Expert, as data controller, is solely responsible for: (a) ensuring a lawful basis exists for processing any personal data of third parties included in Expert Content; (b) providing all required notices to data subjects whose personal data is included in Expert Content; (c) ensuring that instructions given to the Provider comply with applicable data protection law; (d) the Expert's own compliance obligations as a data controller under applicable law.

7.3.5 Personal Data Breach. Where the Provider becomes aware of a personal data breach affecting personal data processed on behalf of the Expert, the Provider shall notify the Expert without undue delay and in any event within 48 hours of becoming aware of it. The notification shall be sent by email to the contact address registered in the Expert's account and, where available, by in-platform notification, and shall contain the information set out in Article 33(3) EU GDPR / UK GDPR to the extent then known, in particular: (a) the nature of the breach and, where possible, the categories and approximate number of data subjects and of records concerned; (b) the name and contact details of the Provider's contact point for further information; (c) the likely consequences of the breach; and (d) the measures taken or proposed to be taken to address the breach and mitigate its possible adverse effects. Where it is not possible to provide all the information at the same time, the Provider shall provide it in phases without further undue delay. The Provider shall document the personal data breach. Notification under this clause does not constitute an admission of fault or liability by the Provider.

7.4

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. Data Storage: details of storage locations and applicable safeguards are set out in clause 7.5.1.

7.5 International Data Transfers

7.5.1 Data Storage Location. Expert Content and associated personal data are stored in: (a) Google LLC — Google Drive, EEA; (b) Amazon Web Services Inc. — DynamoDB, EU (Frankfurt region); (c) Pinecone Systems Inc. — vector database, EU (Ireland region). The Provider will not transfer stored data outside the EEA without prior notice, except as described in clause 7.5.2.

7.5.2 Transfers to Third-Country AI Processors. To provide AI processing, the Provider uses API-based providers, which may process input data transiently outside the EEA. Such data is not retained by these providers for training purposes (see clause 4.1a). The legal basis for any such transfers is: (a) Standard Contractual Clauses (SCCs) adopted by the European Commission (Decision 2021/914); or (b) where the sub-processor is certified under the EU-US Data Privacy Framework (DPF), the adequacy decision of 10 July 2023. Current AI processing sub-processors are listed at https://buddypro.ai/terms/sub-processors.

7.5.3 UK-Specific Provisions. Transfers from the UK to the EEA are permitted on the basis of UK adequacy regulations. Transfers from the UK to third countries are subject to the UK International Data Transfer Agreement (IDTA) or UK Addendum to the EU SCCs, incorporated into the Provider's sub-processor agreements.

7.5.4 Sub-Processor List and Changes. Sub-processor details, locations, and applicable transfer mechanisms are maintained at https://buddypro.ai/terms/sub-processors and are governed by the notification and objection procedure in clause 7.3.3.

7.6 Shared Memory Across the BuddyPro Platform

7.6.1 The Expert acknowledges that BuddyPro operates a platform-wide feature ("Shared Memory") whereby AI entities built on the BuddyPro platform, including those operated by other Experts and those published under different brand names, share a common memory relating to an individual end-user identified by the same end-user account on the platform, in particular the same Telegram account or the same account in the Provider's mobile application. The purpose of Shared Memory is to enable a consistent and personalised end-user experience across the platform.

7.6.2 Shared Memory is limited to end-user profile information and information derived from end-user interactions. Expert Content, the Expert's know-how, uploaded materials and Buddy configuration are not, as stored, part of Shared Memory and remain logically isolated in accordance with clause 4.1a(c); they are not made available to any other Expert or Buddy instance. The Expert acknowledges that end-user profile information is derived from conversations, including the assistant's own replies, and may therefore contain references reflecting the subject matter discussed in the Expert's instance, as well as an identification of the Buddy instance in which an entry was recorded. Such references form part of the description of the end-user's situation and do not constitute a transfer of the Expert's know-how to another Expert or Buddy instance.

7.6.3 Personal data held in Shared Memory is processed by automated means only, for the purpose set out in clause 7.6.1, and is stored in encrypted form.

(a) No access by Experts or other end-users. No Expert, no Buddy instance owner and no end-user other than the data subject has access to personal data held in Shared Memory. The Provider operates no interface, export, report or other facility by which such data could be made available to them, and undertakes not to make it available to them in any form.

(b) No access by the Provider's personnel. The Provider operates no interface by which the content of Shared Memory could be displayed to its own personnel. Access to the underlying infrastructure is restricted to a limited number of authorised individuals who require it in order to operate and secure the platform. Under the Provider's binding internal rules, those individuals are strictly prohibited from accessing, reading, exporting or otherwise processing personal data held in Shared Memory, and are bound by confidentiality obligations which survive the termination of their engagement. The Provider does not access such data and permits access solely where strictly necessary to comply with a mandatory legal obligation or to investigate and remedy a security incident; any such access is recorded.

(c) Sub-processors. Personal data held in Shared Memory is disclosed to third parties only to the extent necessary to operate the platform, in particular to the Provider's infrastructure providers and AI model providers, which process it solely for the purpose of generating a response to the end-user, act as sub-processors of the Provider under written data processing terms, and are listed in the Provider's Privacy Policy.

7.6.4 The Expert acknowledges that, as a consequence of Shared Memory, personal data of the Expert's end-users may be processed within a shared platform environment that also serves other Experts' Buddy instances. The Expert, as controller in respect of its end-users (clause 7.1 / 7.3), undertakes to ensure an appropriate legal basis for such processing, including by reference to the Provider's Privacy Policy (available at buddy.fm/privacy-policy) in the Expert's own end-user documentation.

7.6.5 Shared Memory is an integral technical feature of the BuddyPro platform. The manner in which end-users may access, correct or request erasure of data held in Shared Memory is governed by the Provider's Privacy Policy.

Section 8: Liability

8.1 Service 'As-Is'

BuddyPro is provided 'as is' and 'as available'. The Provider makes no representations or warranties of any kind, whether express, implied, statutory or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. AI-generated outputs may be inaccurate, incomplete, outdated, or unsuitable for any particular purpose. Specifically, AI responses may: (a) contain factual errors or hallucinated information; (b) reflect biases present in training data; (c) provide advice that is not tailored to the end-user's specific circumstances; (d) fail to account for recent developments in the Expert's field. The Expert acknowledges that they are solely responsible for reviewing and validating all Buddy outputs before

they reach end-users, and that the Provider bears no liability for any decisions made or actions taken based on AI-generated content.

8.2 Defects

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

8.3 Content Responsibility

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

8.4 Limitation of Liability

To the maximum extent permitted by applicable law, the Provider's total aggregate liability to the Expert for all claims arising out of or relating to these Terms or the use of BuddyPro shall not exceed the lesser of: (a) GBP 10,000 (ten thousand pounds sterling); or (b) the total licence fees paid by the Expert to the Provider in the 12 months immediately preceding the event giving rise to the claim. AI usage fees are excluded from the calculation of the liability cap under this clause. Nothing in these Terms excludes or limits liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) gross negligence or wilful default by the Provider; (iv) any liability that cannot be excluded or limited under the Unfair Contract Terms Act 1977 or other applicable mandatory law. In no event shall the Provider be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits, revenue, data, goodwill or business opportunities.

8.5 Force Majeure

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

8.6 Artificial Intelligence — Transparency and Limitations

8.6.1 AI Disclosure. BuddyPro operates AI-powered assistants ('Buddy') that interact with end-users via natural language. In accordance with Article 50 of Regulation (EU) 2024/1689 (EU AI Act) and applicable UK guidance on AI transparency, the Provider requires all Experts to ensure that end-users are clearly informed that they are communicating with an AI system and not a human. This disclosure must be provided prior to or at the point of offering the Buddy to end-users — for example on a product or landing page, within sign-up or onboarding materials, or in any promotional communication. This obligation rests with the Expert as deployer.

8.6.2 AI Limitations. The inherent limitations of AI-generated outputs are set out in clause 8.1. The Expert is solely responsible for reviewing and validating all Buddy outputs before they are communicated to end-users.

8.6.3 High-Risk Use Cases. Where an Expert intends to deploy a Buddy in a context qualifying as a high-risk AI system under Annex III of the EU AI Act (including education, employment, access to essential services, or law enforcement), the Expert must: (a) notify the Provider in writing prior to such deployment; (b) ensure compliance with all applicable obligations imposed on 'deployers'

under the EU AI Act; and (c) indemnify the Provider against any regulatory action, fines, or third-party claims arising from non-compliant high-risk deployment. The Provider reserves the right to refuse or suspend access where high-risk deployment occurs without prior written approval.

8.6.4 Prohibited AI Practices. Neither party may use BuddyPro to deploy AI systems engaging in practices prohibited under Article 5 of the EU AI Act, including subliminal manipulation, exploitation of vulnerabilities, social scoring, or real-time biometric categorisation in publicly accessible spaces.

Section 9: Term & Termination

9.1 Term

The agreement runs for an indefinite term from registration acceptance.

9.2 Expert Termination

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

9.3 Provider Termination

The Provider may terminate this agreement with immediate effect in the event of a Material Breach as defined in Section 10. The Provider may additionally terminate this agreement on 90 days' written notice where: (a) the Provider discontinues the BuddyPro service in its entirety; (b) continuation of the agreement would cause the Provider to breach applicable law or regulatory requirements; or (c) a force majeure event as defined in clause 8.5 persists for more than 90 consecutive days. In any such case, the Provider shall refund any unused prepaid licence fees on a pro-rata basis and shall notify the Expert of their right to request a data export in accordance with clause 9.5.

9.4 Effects of Termination

Upon termination, Expert profile and Buddy become inaccessible; Content is deleted from active systems (back-ups max. 90 days). Prepaid credits are handled per Section 6.8.

9.5 Data Export Before Termination

The Expert may request a copy of all Content they have uploaded (in a commonly used, machine-readable format) at any time during the term of the agreement and for a period of 30 days following notice of termination. The Provider shall make the data available for download within 14 days of the request. After the 30-day post-termination period, the Provider is under no obligation to retain or provide Expert Content. Notwithstanding the foregoing, where the agreement is terminated pursuant to Section 10.3(a) (CSAM), Section 10.3(b) (incitement to criminal activity) or Section 10.3(f) (illegal use of the platform), the Provider is not obliged to provide a data export and may refuse such request.

Section 10: Breach, Suspension and Termination

10.1 Graduated Enforcement

Upon discovery of a breach of these Terms, the Provider shall follow a graduated enforcement procedure unless immediate action is required under Section 10.4.

10.2 Account Suspension

The Provider may suspend an Expert's account (restricting access to some or all features) in the event of: (a) any breach of these Terms that is not a Material Breach under Section 10.3; (b) failure to respond to a notice requiring remedy within 14 days; (c) suspected security threat to the Expert's account. Prior to suspension (except in urgent cases), the Provider shall notify the Expert of the alleged breach and provide a reasonable period (not less than 7 days) to remedy it. During suspension, the Expert's Buddy shall be taken offline but Content shall be preserved.

10.3 Account Termination for Material Breach

The Provider may terminate the agreement and permanently close an Expert's account with immediate effect in the event of a Material Breach. The following are deemed Material Breaches: (a) uploading content containing child sexual abuse material; (b) uploading content inciting violence, terrorism or criminal activity; (c) large-scale or systematic infringement of third-party intellectual property rights; (d) failure to pay Platform Fees for two (2) or more consecutive months after written notice; (e) any breach that remains unremedied 14 days after the Provider has issued a suspension notice under Section 10.2; (f) use of BuddyPro for any purpose that is illegal under applicable law. The Provider does not need to demonstrate actual harm or damages in order to exercise its right of termination under this Section.

10.4 Immediate Removal

In cases involving imminent risk of harm, illegal content (including but not limited to child sexual abuse material), or content subject to a valid legal order, the Provider may remove or disable the relevant Content immediately and without prior notice. The Provider shall inform the Expert as soon as practicable after such removal.

10.5 Indemnity

The Expert shall indemnify and hold harmless the Provider against all third-party claims, losses, fines and costs (including reasonable legal fees) arising directly from: (a) the Expert's breach of these Terms; (b) the Expert's wilful misconduct or gross negligence; (c) any claim that the Expert's Content infringes third-party intellectual property rights or violates applicable law. This indemnity does not extend to claims arising from the Provider's own negligence, wilful misconduct, or breach of these Terms. This obligation survives termination of the agreement.

Section 11: Additional Terms for Consumer Experts (EU/EEA)

This section applies only where the Expert qualifies as a 'consumer' under applicable EU/EEA or UK consumer protection law (i.e. a natural person acting outside their trade, business, craft or profession).

11.1 Pre-contractual Information

Before entering into this agreement, the Provider has made available to the Consumer Expert the following information in accordance with EU Directive 2011/83/EU (Consumer Rights Directive) and equivalent national legislation: (a) identity and contact details of the Provider (Section 1.1); (b) main characteristics of the service (Section 1.2); (c) total price including all taxes, or the manner of calculation — the monthly platform fee is set out in Section 6.3, the average price per message in Section 6.3a, with billing details in Section 6.4; (d) payment method and billing cycle (Section 6.4); (e) duration of the agreement — indefinite, with termination possible at any time (Section 9.1, 9.2); (f) conditions and procedure for exercising the right of withdrawal (Section 11.2); (g) functionality, compatibility and interoperability of the digital service (Section 1.2); (h) complaint handling procedure — via support@buddypro.ai (Section 12.7); (i) the Provider does not adhere to any specific code of conduct; (j) the Consumer Expert may correct errors in an order during the registration process before submitting, by reviewing and editing form fields; (k) minimum duration of obligations — no minimum commitment period; the agreement may be terminated at any time (Section 9.2); (l) costs of remote communication — the Provider does not charge any costs above the standard internet connection cost; (m) out-of-court dispute resolution mechanisms (Section 11.3).

11.2 Right of Withdrawal

The Consumer Expert has the right to withdraw from this agreement within 14 days of registration without giving any reason. To exercise this right, the Consumer Expert must send an unambiguous statement (e.g. email to support@buddypro.ai) before the withdrawal period expires. Upon valid withdrawal, the Provider shall refund all payments received within 14 days using the same payment method. If the Consumer Expert has explicitly requested that the service begin before the withdrawal period expires and subsequently withdraws, the Consumer Expert shall pay the Provider an amount proportionate to what has been provided up to the point of withdrawal. A model withdrawal form is available at https://buddypro.ai/terms/withdrawal. Where the Consumer Expert expressly requests that performance begin before the 14-day withdrawal period expires and the service has been fully performed, the right of withdrawal is lost upon completion (Article 16(m) of Directive 2011/83/EU). The Consumer Expert shall confirm this in writing at the point of registration (e.g. via a dedicated checkbox). Where performance has commenced but is not yet complete, the Consumer Expert retains the right to withdraw but must pay for the service provided up to withdrawal.

11.3 Out-of-Court Dispute Resolution

Consumer Experts resident in the EU/EEA may refer complaints to the European Online Dispute Resolution platform at https://ec.europa.eu/consumers/odr/. The Provider is not obliged to participate in alternative dispute resolution proceedings but will consider each request on its merits. Consumer Experts resident in the UK may contact Citizens Advice (www.citizensadvice.org.uk) or the relevant sector ombudsman.

11.4 Mandatory Consumer Rights

Nothing in these Terms shall affect the Consumer Expert's statutory rights under mandatory consumer protection laws of their country of residence, including but not limited to rights relating to unfair contract terms, distance selling, and digital content.

Section 12: Final Provisions

12.1 Changes to Terms

The Provider may amend these Terms by giving at least 30 days' prior notice via email or in-app notification. If the Expert disagrees, they may terminate immediately and without penalty before the changes take effect. Continued use after the effective date constitutes acceptance. Changes required by applicable law or to address security risks may take effect with shorter notice where necessary.

12.2 Relationship of Parties

Independent contractors; no employment or partnership.

12.3 Severability

If any provision is found to be invalid, it shall be replaced with a valid equivalent; the remainder stays in force.

12.4 Entire Agreement

These Terms, together with the Privacy Policy and any feature-specific terms referenced herein, constitute the entire agreement between the parties.

12.5 Assignment

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

12.6 Governing Law

These Terms are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms, save for mandatory consumer protection rules at the Expert's place of residence.

12.7 Dispute Resolution

The parties shall first seek to resolve any dispute amicably via support@buddypro.ai (30-day response period). Consumer Experts may additionally use the mechanisms described in Section 11.3. If no resolution is reached within 60 days, either party may, before commencing litigation, propose mediation administered by CEDR. If both parties agree, mediation shall be conducted within 30 days of the proposal. If mediation fails or is not agreed within 14 days of the proposal, either party may proceed to the courts of England and Wales in accordance with Section 12.6. Nothing in this clause prevents either party from seeking urgent injunctive relief from any competent court.

12.8 Language

English version prevails.

12.9 Third Party Rights

No person other than the parties to this agreement shall have any right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.