

# Terms of Use

Access to and use of <https://www.icebreaker.email/> ("Website") and its sub-domains is provided by Medical Pharma Services ("MphaR") on the terms and conditions set out below.

## 1. Scope and Purpose

These general terms and conditions ("Terms and Conditions") apply to all contracts between us, MphaR, Evropská 846/176a, Prague 6, 16000, Czech Republic ("MphaR", "we", "our" or "us") and you as our customer ("Customer" or "you"). You may use MphaR's services only if you accept these Terms and Conditions.

The version of the Terms and Conditions applicable at the time of contract conclusion shall apply.

We do not accept differing terms and conditions from the Customer, even if they draw our attention to them and we do not expressly reject their inclusion.

## 2. Our Services and Your Use of Our Services

MphaR provides an online email marketing tool through its website [icebreaker.email](https://www.icebreaker.email/) (the "Website") and related services (collectively, the "Services"). MphaR does not guarantee that the Services will meet your specific requirements or expectations.

Customers need a personal user account ("Personal Account") to use the Services. Registration requires your name and email address. Customers are responsible for keeping their data current and accurate and for all content posted on their Personal Account.

Customers must prevent unauthorized access to their Personal Account. MphaR is not liable for any loss or damages resulting from your failure to comply with this section.

Customers must notify MphaR immediately if they discover unauthorized use of their Personal Account.

The Paid Services (defined below) are available only to Customers who are at least eighteen (18) years old. Access and use of the Paid Services by anyone under eighteen (18) years old are prohibited.

Customers must not (i) use or attempt to use another's Personal Account, (ii) set up a Personal Account under false pretenses, (iii) access the Services through unauthorized methods, (iv) use the Services unlawfully, (v) send unsolicited promotional materials, (vi) infringe upon the rights of others through the Services, or (vii) interfere with the proper functioning of the Services.

## 3. Personalized Icebreakers

MphaR offers a service to create personalized icebreakers based on the Customer's uploaded information, including company name, website, and Twitter URL. We use ChatGPT, an AI model, to generate these icebreakers.

Customers are responsible for ensuring that the information provided is accurate and up-to-date.

By using the personalized icebreaker service, Customers consent to the use of their uploaded information by ChatGPT for the purpose of generating the icebreakers.

MphaR does not guarantee the suitability or effectiveness of the personalized icebreakers for any specific purpose.

Customers acknowledge and agree that the icebreakers are generated by an AI system and that MphaR does not review or verify the content for accuracy or appropriateness.

## 4. AI Usage and Data Processing

MphaR employs artificial intelligence (AI) technologies, including ChatGPT, to enhance our Services. By using our Services, you consent to the processing of your data by these AI systems for the purpose of providing personalized icebreakers and other functionalities. MphaR ensures that the AI systems used comply with applicable EU regulations, including the General Data Protection Regulation (GDPR).

Customers have the right to request information about the AI processes used, including the logic involved and the significance and envisaged consequences of such processing for the individual.

## 5. Pricing

Use of the Services may require payment (“Paid Services”). The prices for Paid Services (“Price”) are listed on the Website.

The Price includes applicable VAT, if any. Any other duties or taxes are the responsibility of the Customer.

## 6. Payment

If the Price for the Paid Services is not fully paid, MphaR may temporarily freeze the Personal Account or suspend access to some features of the Services until payment is made.

Payments can be made by credit card. MphaR reserves the right to add or remove payment options on the Website at any time.

Invoices will be sent to the Customer via email to the address provided in the Personal Account.

## 7. Promotions

Any contests, sweepstakes, or other promotions (“Promotions”) offered through the Services may have rules separate from these Terms and Conditions. Please review the applicable rules and our Privacy Policy. If there is a conflict, the Promotion rules will apply.

## 8. Renewal and Cancellation of Paid Services

For recurring Paid Services, they will automatically renew at the end of their term. The renewal date is the day following your current subscription period’s end date. Your credit card will be charged at the end of the term unless updated before the renewal date. If renewal processing fails, section 6.1 applies.

You can cancel Paid Services and downgrade to a free plan (if available) via the Website.

Cancellation is also possible by emailing [support@icebreaker.email](mailto:support@icebreaker.email).

If you cancel before the end of the current paid term, you will not retain access to paid features.

## **9. Termination and Temporary Blocking**

You can terminate your Personal Account anytime via the Website or by emailing support@icebreaker.email. Upon termination, access to the Services and your content will be immediately inaccessible. MphaR reserves the right to delete all content after 30 days from termination. Contact MphaR if you wish to export data before termination. "Content" excludes data synchronized with third-party services.

MphaR may terminate the contract with two (2) weeks' notice via email. For Paid Services, termination will occur immediately as well.

Statutory termination rights remain unaffected.

MphaR may temporarily or permanently block the Personal Account if the Terms and Conditions are breached. You will be notified of the blocking and its duration. You are not required to pay for Paid Services during the blockage period.

## **10. Copyrights**

The Website and its content are copyrighted.

MphaR grants you a non-exclusive, non-sublicensable, non-transferable right to access and use the Services under these Terms and Conditions. Use includes reproduction for running the Services on your devices.

Further use, including distribution, modification, or copying of the Services or content, requires MphaR's explicit written consent.

## **11. Limitation of Liability**

MphaR is not liable for any direct, indirect, incidental, lost profits, special, consequential, punitive, or exemplary damages resulting from: (i) the use or inability to use the Services; (ii) procurement of substitute goods/services; (iii) unauthorized access to data; (iv) third-party statements or conduct; or (v) other matters related to these Terms and Conditions or the Services.

The Services may contain third-party links. MphaR is not responsible for third-party content, privacy policies, or practices and does not endorse third-party offerings.

Mandatory liability under applicable laws remains unaffected.

## **12. Data Protection**

MphaR processes data according to applicable laws, including the General Data Protection Regulation (GDPR). Details are in our privacy policy available on the Website.

## **13. Consumer Rights, Error Reporting, and Feedback**

For defect claims, contact us via support@icebreaker.email. Defect claims are subject to section 11 limitations.

You can provide feedback on errors, improvements, and other issues via the Website or support@icebreaker.email. By submitting feedback, you acknowledge that: (i) you have no claim to intellectual property rights in the feedback; (ii) MphaR may have similar development ideas; (iii) feedback does not contain confidential information; and (iv) MphaR is not obliged to keep feedback confidential.

## 14. Additional restrictions of use

Your use of the Services is subject to the following additional restrictions. You represent, warrant, and agree that you will not contribute content to the Service or otherwise use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including MphaR);
- Violates any law or regulation, including, without limitation, any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your icebreaker account or anyone else's (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- Copies or stores any significant portion of the Content;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

## 15. Final Provisions

If any provision of these Terms and Conditions is invalid or voided, the validity of the remaining provisions remains unaffected.

These Terms and Conditions are governed by the laws of the Czech Republic.

The exclusive place of jurisdiction for disputes arising from these Terms and Conditions is Prague.

MphaR reserves the right to change these Terms and Conditions. The current version is available on the Website. MphaR will notify you at least four weeks before changes take effect. If you disagree with the changes, you can terminate the Services immediately. Continuing to use the Services after changes take effect constitutes acceptance of the new Terms and Conditions. MphaR will inform you of this and its consequences in the notification. If you object, MphaR may terminate your use of the Services as per section 9.