

# General Terms and Conditions of the Pobo Page Builder Platform

Valid and effective as of 1 June 2026

## 1. Introductory Provisions and Contracting Parties

These general terms and conditions (hereinafter the “Terms”) govern the rights and obligations between the provider of the Pobo Page Builder service and the users of this service when using the online tool available through the website [www.pobo.space](http://www.pobo.space).

These Terms are issued in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended.

The provider and operator of the online tool is the company:

Page Builder s.r.o.

Company ID No. (IČO): 10696997

VAT ID No. (DIČ): CZ10696997

Registered office: Záhřebská 562/41, Vinohrady, 120 00 Prague

Contact e-mail: [info@pobo.cz](mailto:info@pobo.cz)

Website: [www.pobo.space](http://www.pobo.space)

(hereinafter the “Provider”)

The user of the service is a natural person engaged in business or a legal entity that has entered into a service agreement with the Provider (hereinafter the “User”).

These Terms apply exclusively to legal relationships between entrepreneurs.

The agreement between the Provider and the User is concluded in the Czech language through means of distance communication, in particular by registration on the website [www.pobo.space](http://www.pobo.space), by installing an add-on or application in the marketplace of an e-commerce platform, or by activating the service through a partner platform.

## 2. Definition of Terms

For the purposes of these Terms, the following terms have the following meanings.

The Online tool means the web interface, application and related software infrastructure operated by the Provider at [www.pobo.space](http://www.pobo.space) or on the Provider's related domains. The service is provided in the form of SaaS (Software as a Service).

Services mean access to the Online tool and the use of its functions, in particular for creating, editing and managing the content of products, categories, articles, landing pages, e-shop subpages, design elements, AI functions and other tools available within the Pobo Page Builder platform.

Supported platforms mean the e-commerce platforms on which the Pobo Page Builder tool can be integrated. These are in particular the Shoptet, Shopify, Nody, PrestaShop, WooCommerce and Upgates platforms, or other platforms that the Provider currently supports and lists on the website [www.pobo.space](http://www.pobo.space).

The User account means the part of the Online tool interface available after the User logs in, through which the User can use the functions of the service.

The Credit system means a prepaid performance mechanism intended in particular for paying for variable or transaction-based third-party services, especially functions based on artificial intelligence.

A Plan (Tarif) means the scope of functions and the pricing conditions of the service according to the current price list published on the website [www.pobo.space](http://www.pobo.space).

The Start Plan means the basic mode of a User account with limited functionality, to which an account may be transferred after cancellation of a paid subscription, after an unsuccessful payment, or after termination of a paid plan.

A Marketplace means a third-party online distribution environment, for example an e-commerce platform's app store, through which the Pobo Page Builder tool can be installed, activated or managed.

AI functions mean functions using artificial-intelligence models or services provided by the Provider or its contractual partners.

### 3. Conclusion of the Agreement and Plans

The agreement between the Provider and the User is concluded in particular by the User's registration on the website [www.pobo.space](http://www.pobo.space), by activating the service, by installing an application or add-on on a supported platform, or by otherwise confirming an order for the service.

By completing the installation of the service or by activating a User account, the User confirms that they have familiarised themselves with these Terms, the current price list and the personal data protection policy published on the website [www.pobo.space](http://www.pobo.space) and agrees with them.

The Provider may grant the User a free trial period of the service. Its length and scope are stated on the website [www.pobo.space](http://www.pobo.space) or within a specific offer.

If the User does not cancel the service during the trial period, their account may be automatically transferred to a paid mode according to the selected plan.

After cancellation of the subscription, expiry of the paid period, or in the event of an unsuccessful payment, the User account may be transferred to the Start Plan with limited functionality.

The Provider is entitled to change the structure of the plans, the scope of their functions and their commercial designations. Such a change does not affect a period already paid for, unless stated otherwise.

The User is obliged to provide the Provider with truthful information about themselves and to update the information regularly when it changes. The Provider is not liable for any damage arising as a result of the User's breach of the above obligation.

The User acknowledges that the Online tool may contain advertising messages of the Provider or third parties.

## 4. Payment Terms and Subscription Management

Payment of the price for the services is made in particular through the Stripe payment gateway or other payment methods available within the platform or marketplace.

After a successful payment, the User receives a tax document or a payment confirmation at the e-mail address stated in the User account.

If the User pays for a plan, they undertake to keep it active for a minimum period of 3 months. During this period they are not entitled to a refund of the payment made.

If the subscription is managed through Stripe, the User may use the Stripe customer portal to manage the subscription, billing details, payment methods and payment history.

The User may cancel the subscription through the service administration, the Stripe customer portal, the platform marketplace, or by uninstalling the application.

In the event of an unsuccessful payment, the account may be transferred to the Start Plan, or access to the service may be restricted.

All prices stated on the website [www.pobo.space](http://www.pobo.space), or on another page or document containing the Provider's price list, are stated excluding VAT, unless stated otherwise.

The User is obliged to provide the correct tax identification number. In the case of cross-border supply, the reverse charge regime may be applied.

The Provider is entitled to change the price list of the service. Unless otherwise agreed, a price change applies only from the next billing period.

If the User is in default with the payment of a monetary obligation, the Provider is entitled to demand default interest in the amount of 0.5% of the amount owed for each day of default.

## 5. Credit System

The service may include a credit system intended in particular for paying for functions with variable costs.

Credits may be used, for example, for:

- generating texts using AI
- text translations
- image generation
- other third-party services

The current price of credits, their conversion and the manner of their use are stated on the page:

[www.pobo.space/cs/price/credits](http://www.pobo.space/cs/price/credits)

Credits may be topped up through the service administration, by an order on the website [www.pobo.space](http://www.pobo.space), by invoice, or in another manner enabled by the Provider.

Credits are non-refundable, non-transferable and can be used only within the account to which they were assigned.

Unless stated otherwise, credits are valid for 12 months from the date they are credited.

The Provider is entitled to change the rules of the credit system, in particular the price of credits, their consumption and the scope of functions paid for with credits.

## **6. Protection of Intellectual Property and Code Integrity**

All content of the Online tool, in particular graphics, database structure, texts, documentation, source codes, design elements, templates and components, is protected by intellectual property rights and belongs to the Provider or its partners.

The User may not interfere without authorisation with the structure or logic of the code generated or provided by the Online tool.

If the code or integration is modified without authorisation by the User or a third party, the Provider is not liable for any resulting defects or damage.

The User is not entitled to copy, distribute, license or make the software available to third parties beyond ordinary use of the service.

## **7. AI Functions, European Regulation and Data Handling**

The Online tool may use third-party services based on artificial intelligence.

These functions may generate texts, translations, design proposals or images.

The User acknowledges that the outputs of artificial intelligence may contain inaccuracies and is obliged to check them before use. The User is solely responsible for the use of AI outputs, including any infringement of third-party rights.

The use of AI functions must comply with applicable legislation, in particular the European regulations known as the AI Act and the Data Act.

When the service is connected to third-party platforms, technical, product or catalogue data necessary for the operation of the service may be processed.

The User confirms that they are entitled to make this data available to the Provider or to third parties, and consents to its disclosure to third parties to the extent corresponding to the service used.

## 8. Termination of Cooperation and Digital Assets

The User may terminate the use of the service at any time by cancelling the subscription or by uninstalling the application.

After termination of the service, the functionality of some elements created using the Pobo Page Builder tool may be restricted.

Content created in the e-shop, in particular texts and the HTML structure, generally remains stored in the platform's database.

The Provider is not obliged to retain the User's data for an unlimited period after termination of the service.

The Provider is entitled to terminate cooperation with the User, or to transfer their User account to the Start Plan with limited functionality, if the User breaches the agreement of which these terms and conditions form a part, in particular if the User:

- a) fails to pay a due receivable owed to the Provider more than 10 days after its due date,
- b) breaches the obligation to maintain confidentiality regarding confidential information, or the obligation not to disseminate information harmful to the Provider,
- c) uses the Online tool to store or publish content that the User is not entitled to hold or publish due to the protection of copyright or other rights and values protected by law,
- d) uses the Online tool for a purpose other than that for which it is evidently intended, or in a manner that is contrary to the law or to an agreement concluded with the Provider or a third party,
- e) breaches the prohibition on copying, distributing, licensing or making the Provider's software available to third parties beyond ordinary use of the service.

## 9. Operation, Support and Liability

The Provider makes reasonable efforts to keep the service available to the greatest possible extent. The Provider does not guarantee a minimum service availability (SLA) unless agreed individually.

The Provider is not liable for outages caused by third parties, for example e-commerce platforms, hosting, CDN, AI service providers or payment gateways.

The Provider's total liability for damage arising in connection with the provision of the service is limited to the amount corresponding to the fee actually paid by the User for the last three months. The Provider is entitled to restrict or completely interrupt the service due to planned server downtime. The Provider will inform the User of planned server downtime at least 48 hours in advance. The User acknowledges that the Online tool or its other parts may not be available continuously, for example due to maintenance and development of the Online tool. The User is not entitled to any financial or non-financial compensation for downtime.

The Provider is under no obligation to improve, change or otherwise replace any part of the Online tool, or to continue its development or launch a new version.

It is the Provider's duty to address any outages, downtime or other obstacles to the proper operation of the Online tool with maximum effort and, where possible, to minimise the period during which the operation of the Online tool is restricted.

The Provider provides technical support to the User through the address [podpora@pobo.cz](mailto:podpora@pobo.cz). The Provider does not guarantee a minimum response time for providing support.

The User may lodge any complaint regarding the Service at the address [info@pobo.cz](mailto:info@pobo.cz). The Provider will handle the complaint without undue delay, no later than 30 days from receipt of the complaint from the User, unless they agree otherwise. The Provider is not obliged to satisfy the User's claim if it proves that the User knew of the defect of the Service before acceptance or caused it themselves.

## 10. Protection of Information and References

The User undertakes to maintain confidentiality regarding confidential information relating to the technology, business model or internal processes of the Provider. The duty of confidentiality continues even after the end of the contractual relationship.

The Provider is entitled to use the User's business name, name or logo as a reference on the website [www.pobo.space](http://www.pobo.space) or in marketing materials related to the service. If the User does not wish such use, they may send their objection at any time to the e-mail address [podpora@pobo.cz](mailto:podpora@pobo.cz).

# 11. Final Provisions

The legal relationships between the Provider and the User are governed by the law of the Czech Republic.

The contracting parties undertake to resolve any disputes primarily by amicable means.

If no agreement is reached, any disputes between the Provider and the User will be heard and decided by the court whose local jurisdiction is determined by the Provider's registered office.

The Provider is entitled to unilaterally amend these Terms. The updated wording will always be published on the website [www.pobo.space](http://www.pobo.space). By continuing to use the service after the amendment to the Terms takes effect, the User confirms that they agree with the new wording of the Terms.

The User assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provisions will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions. Amendments and additions to the terms and conditions require written form.

The complete arrangements between the User and the Provider are archived by the Provider in electronic form and are not accessible to third parties.

The User and the Provider undertake to resolve any disputes primarily by amicable means.