

# General Terms of Service

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## General Terms of Service — Innovatica

**DRAFT — NOT FOR USE WITH CLIENTS YET.** This document was prepared following industry-standard structures for AI and data-services agreements. It **must be reviewed and adapted by qualified legal counsel admitted in the Republic of Serbia** before it is presented to, or signed by, any client. Bracketed items are placeholders to be completed per engagement.

### 1. Parties and scope

1.1. These General Terms of Service (the "**Terms**") govern every service that **Innovatica** [full legal name, registration number (matični broj), tax ID (PIB), registered seat] (the "**Provider**") delivers to the client identified in an accepted Offer (the "**Client**").

1.2. The contract between the Provider and the Client consists of, in order of precedence: (a) the signed Offer or order form describing the services, fees and any deviations; (b) the Data Processing Agreement (Annex — DPA), where personal data is processed; (c) these Terms. A conflicting term in a lower document does not override a higher one unless it says so expressly.

1.3. The Provider delivers software-based services built on its own platform, including — depending on the Offer — AI knowledge assistants and chat agents, web applications, collection and analysis of publicly available web data (including competition analysis), reporting, and related setup, hosting and maintenance (the "**Services**").

### 2. How the Services are built and delivered

2.1. The Services are configurations of the Provider's reusable platform. The Provider may change the internal implementation, hosting arrangement, sub-components and tooling of the Services at any time, provided the agreed functionality and any agreed service levels are maintained.

2.2. Functional changes requested by the Client beyond the accepted Offer are agreed in writing as change orders and may carry additional fees.

2.3. Unless the Offer states otherwise, the Services are provided remotely, during the Provider's normal working hours, without a committed uptime level. Where an uptime or response-time commitment is agreed, it is stated in the Offer and applies only to components under the Provider's direct control.

### 3. Client obligations

3.1. The Client provides, in a timely manner, the materials, information, access and decisions reasonably needed for the Services (e.g. content for a knowledge base, brand assets, domain/DNS access, points of

contact).

3.2. The Client warrants that the materials and instructions it provides are lawful, that it holds the rights needed for their agreed use, and that its use of the Services complies with the law and with the terms of any third-party service the Client asks the Provider to use or target.

3.3. The Client is responsible for its end users' use of any client-facing component of the Services, within the limits the parties agree and the law allows.

## 4. Fees and payment

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4.1. Fees, billing frequency and any usage-based components are stated in the Offer. Unless stated otherwise, fees are expressed without VAT, invoices are due within [15] days, and subscription fees are payable in advance.

4.2. Discounted prepaid periods are non-refundable except where these Terms or mandatory law provide otherwise.

4.3. If an undisputed invoice is more than [30] days overdue, the Provider may, after written warning, suspend the Services until payment; statutory default interest applies.

## 5. Term and termination

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5.1. Subscriptions run for the period stated in the Offer and renew for the same period unless either party gives notice of non-renewal at least [30] days before expiry. One-off engagements end on delivery.

5.2. Either party may terminate for material breach not cured within [15] days of written notice, or immediately where cure is impossible.

5.3. On termination the Provider will, at the Client's choice and within [30] days, return or delete the Client's data as set out in the DPA, and will provide a reasonable final export of Client data in a common machine-readable format. Fees accrued to the termination date remain payable.

## 6. Intellectual property

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6.1. The Provider retains all rights in its platform, its reusable modules, tools, know-how, templates, prompts and every generic improvement made while delivering the Services, including improvements prompted by the Client's use. Nothing in the contract transfers ownership of the platform to the Client.

6.2. The Client retains all rights in the data, content and materials it provides. The Client grants the Provider the licence needed to host and process them for delivering the Services.

6.3. Deliverables produced specifically for the Client (e.g. reports, configured applications, generated documents) are licensed to the Client — non-exclusive, worldwide, perpetual for internal business use — upon full payment, excluding the underlying platform and modules, which remain the Provider's and are made available for the duration of the subscription.

6.4. Feedback and suggestions may be used by the Provider without restriction or compensation.

## 7. Third-party dependencies

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7.1. The Services depend on services and platforms outside the Provider's control, including without limitation: cloud infrastructure (Microsoft Azure), AI model providers (e.g. Anthropic, Microsoft), communication and e-mail delivery services, source websites and social platforms whose publicly

available content the Client asks the Provider to collect or monitor (e.g. Instagram, Google, competitor websites), and the Client's own systems ("**Third-Party Dependencies**").

7.2. Third-Party Dependencies change without notice: providers modify or retire APIs and models, change prices, terms, rate limits or output behavior, alter website structure, and may block, throttle or degrade automated access. **The Provider does not control and does not warrant Third-Party Dependencies, and is not liable for unavailability, degradation, output changes or data gaps in the Services to the extent caused by a change, failure or decision of a Third-Party Dependency.**

7.3. Where a Third-Party Dependency change breaks or degrades a Service, the Provider will notify the Client without undue delay and use commercially reasonable efforts to restore or adapt the Service. Adaptation that requires material re-engineering (e.g. a source platform removing access relied on by the Service) is scoped as a change order; if no commercially reasonable adaptation exists, either party may terminate the affected Service with pro-rata refund of prepaid, undelivered fees as its sole remedy.

7.4. Collection of publicly available web data is performed with technical restraint (rate limits, robots conventions where applicable). The Client — who selects the sources and purposes — warrants that the collection and its use of the results are lawful in its jurisdiction; the Provider may decline or stop collection from a source it reasonably considers unlawful or prohibited.

## 8. AI-generated output

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8.1. Parts of the Services produce content using artificial-intelligence models. AI output is probabilistic: it can be incomplete, outdated or incorrect, and identical inputs can produce different outputs, including after model updates by third-party providers.

8.2. AI output is **not** professional advice (medical, legal, financial, tax or other regulated advice) and is not represented as fact. The Client reviews AI output before relying on it or publishing it, and is responsible for human oversight appropriate to its use case.

8.3. Where the Offer includes client-facing AI assistants, the parties agree the assistant's disclosed scope and disclaimers shown to end users; agreed guardrails (persona limits, refusal areas, usage caps) form part of the Service configuration.

8.4. The Provider does not warrant that AI output is free of third-party rights claims, and the Client's use of AI output in its own products or marketing is at the Client's discretion and risk, subject to clause 10.

## 9. Confidentiality

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9.1. Each party protects the other's non-public business, technical and commercial information with at least the care it applies to its own confidential information, uses it only for the contract, and discloses it only to personnel and subcontractors bound by confidentiality — for as long as the information remains confidential, surviving termination.

9.2. Confidentiality does not cover information that is public without breach, independently developed, lawfully received from a third party, or must be disclosed by law or a competent authority (with notice where permitted).

## 10. Warranties, disclaimers and liability

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10.1. The Provider performs the Services professionally, with the care of a diligent professional (dobar privrednik / dobar stručnjak), and in material conformity with the Offer.

10.2. Except as expressly stated, and to the maximum extent permitted by law, the Services are provided without further warranties — including fitness for a particular purpose, uninterrupted operation, or accuracy of AI output and of data collected from third-party sources (clauses 7 and 8).

10.3. **Liability cap.** To the maximum extent permitted by law, each party's total aggregate liability under or in connection with the contract is limited to the fees the Client paid for the Services in the [12] months preceding the event giving rise to liability, and neither party is liable for lost profits, lost revenue, loss of data (beyond the Provider's agreed backup obligations), or indirect or consequential loss.

10.4. The cap and exclusions in 10.3 do not apply where liability cannot be limited under mandatory law of the Republic of Serbia — including liability for damage caused intentionally or by gross negligence (Art. 265 of the Law on Obligations), death or bodily injury — nor to the Client's payment obligations or either party's breach of clause 9.

10.5. The Client indemnifies the Provider against third-party claims arising from the Client's materials, instructions, source selections or unlawful use of the Services. The Provider will defend the Client against claims that the Provider's own platform (excluding Client materials, third-party models and AI output used contrary to clause 8) infringes third-party IP rights, subject to the cap in 10.3.

## 11. Data protection

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Where the Provider processes personal data on the Client's behalf, the DPA annex applies and forms part of the contract. Roles: the Client is controller, the Provider is processor, each within the meaning of the Serbian Law on Personal Data Protection ("ZZPL") and, where applicable, the GDPR.

## 12. Force majeure

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Neither party is liable for failure caused by events beyond its reasonable control (natural disasters, war, acts of authorities, internet backbone or power failures, and similar). The affected party notifies the other and mitigates; if force majeure lasts longer than [60] days, either party may terminate the affected Services.

## 13. Final provisions

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13.1. **Governing law and forum.** The contract is governed by the law of the Republic of Serbia. Disputes not resolved amicably fall under the jurisdiction of the competent court in [Belgrade].

13.2. Neither party may assign the contract without the other's consent, not to be unreasonably withheld; the Provider may assign to a successor of its business with notice.

13.3. The Provider may reference the Client's name and logo as a customer reference unless the Offer says otherwise.

13.4. Amendments must be in writing (including e-mail confirmed by both parties). If a provision is invalid, the remainder stands and the invalid provision is replaced by a valid one closest in effect.

13.5. These Terms are executed in Serbian and English versions; **in case of divergence the Serbian version prevails.**

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