

Terms and Conditions for Using LiveSupp

Comprehensive SaaS Terms (EN)

Verze: 1.0 **Platnost od:** 23.09.2025 **Platnost do:** do vydání nového znění / until superseded

Provider

ATOM RTC s.r.o., Senovážné náměstí 978/23, 110 00 Prague 1, Czech Republic, Company ID: 05482135, registered with the Municipal Court in Prague, Section C, Insert 264416

Service / Brand: LiveSupp · Website: <https://livesupp.com>

1. Introduction

These Terms govern the relationship between the Provider and Customers when using the LiveSupp Service. They form an integral part of the contractual relationship (order/registration, framework agreement, addenda). In case of conflict, the Framework Agreement and its addenda prevail.

2. Definitions

“Service” means the LiveSupp software and communications platform. “Customer” is the legal or natural person having a contract. “User” is a person authorized by the Customer.

“Administration” is the control interface typically available at <https://livesupp.com/administration/>. “SLA” means service-level agreement. “Professional Services” are development, integrations, training, etc.

3. Contract Formation and Order of Precedence

A Contract is formed by (i) registration and Provider’s confirmation, (ii) acceptance of an offer/order, (iii) signature of a framework agreement, or (iv) activation of a paid plan.

Precedence: (1) individual agreement/addendum, (2) offer/order, (3) these Terms, (4) documentation.

4. Scope and Implementation

The baseline scope is defined on the website and in documentation. Third-party integrations and implementation are performed per order or addendum. The Provider may reasonably change interfaces and features while preserving essential characteristics.

5. Use of Service, Credentials, Requirements

The Customer is responsible for data accuracy, access protection and configuration. No misuse (spam, malware, infringement, unlawful content, bypassing limits). The Provider may reasonably limit or suspend operation in case of risk or breach.

6. Pricing, Invoicing, Payment

Prices are exclusive of VAT unless stated otherwise; per price list or individual offer. Invoices are monthly in arrears, due within 14 days. In case of default, the Provider may charge statutory interest/contractual penalty and limit/suspend the Service.

7. SLA, Support and Maintenance

The Provider uses reasonable efforts for 24/7 availability. Planned maintenance is announced in advance. Support is on business days during business hours unless agreed otherwise. Fixes are prioritized by severity.

8. Security and Continuity

Reasonable technical and organizational measures (encryption, access control, logging, backups, updates). Backups are at reasonable intervals and used for disaster recovery. The Customer secures its own devices.

9. Data Protection and DPA

Processing follows the Privacy Policy and, where applicable, a Data Processing Agreement under Article 28 GDPR. The Provider typically acts as a processor for end-user data; as a controller for its own contact/contract data.

10. IP and License

All rights in LiveSupp belong to the Provider. The Customer obtains a non-exclusive, non-transferable license for internal use during the term. Reverse engineering, copying or sublicensing are prohibited to the extent permitted by law.

11. Professional Services and Change Control

Custom development, integrations and training are agreed separately (time blocks, fixed price or T&M). Scope changes are governed by a confirmed change request affecting price, timeline and risks.

12. Liability and Damages

Unless agreed otherwise, aggregate liability is limited to Fees paid in the previous 12 months. No liability for loss of profit, Customer/third-party acts, force majeure or external outages.

13. Term, Termination, Withdrawal

Indefinite term with one-month notice unless otherwise agreed. The Provider may withdraw for material breach (notably non-payment, unlawful use, security breach). Access may be limited after termination; data will be made available for export.

14. Confidentiality, Competition Clauses, References

Parties will keep non-public information confidential. The Provider may use the Customer's name and logo as a reference unless agreed otherwise.

15. Force Majeure

No liability for delay caused by events beyond reasonable control (e.g., infrastructure outages, natural disasters, war).

16. Changes to Terms

The Provider may amend the Terms; effective no earlier than 30 days after notice. Continued use constitutes acceptance.

17. Governing Law and Disputes

Czech law governs. Courts in Prague have jurisdiction. Consumers may use out-of-court dispute resolution (Czech Trade Inspection Authority).

18. Order of Precedence and Conflicts

In conflicts, (1) framework agreement and addenda (incl. "Addendum No. 1 – Capital Talk"), (2) specific order, (3) these Terms, (4) documentation/website, shall prevail.