

Blits B.V. End User License Agreement (EULA)

Last updated: 17th of December 2024

This End User License Agreement ("Agreement") is a legal agreement between you ("User" or "You") and Blits BV, a company specializing in AI-powered conversational solutions, headquartered at Warmoesstraat 151, 1012 JC Amsterdam, the Netherlands. By accessing, downloading, installing, or using any software, platform, services, or related applications provided by Blits BV ("Software" or "Services"), you agree to comply with and be bound by this Agreement.

If you do not agree to this Agreement, you may not access, download, install, or use the Software.

Chapter 1. 1. License Grant

Blits BV hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software and Services strictly in accordance with this Agreement and Blits.ai's published [Terms and Conditions](#) and [Privacy Policy](#).

Permitted Use

- You may use the Software and Services for your personal or internal business purposes.
- Access to the Software must only be as provided by Blits BV and in compliance with all applicable laws and regulations.

Restrictions

You agree that you shall not:

- Copy, modify, or create derivative works of the Software.
 - Reverse-engineer, decompile, or disassemble the Software.
 - Rent, lease, sell, sublicense, or distribute the Software to any third party.
 - Remove or alter any proprietary notices or branding from Blits.ai.
 - Use the Software for unlawful purposes, including but not limited to violating intellectual property rights or data protection laws.
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Chapter 2. 2. Ownership

The Software, Services, and all associated intellectual property rights remain the exclusive property of Blits BV and its licensors. This Agreement does not grant you ownership of the Software, but only a limited license to use it.

Chapter 3. 3. User Content

By using the Services, you may submit data, inputs, or content ("User Content"). You retain ownership of your User Content; however, by submitting it, you grant Blits BV a non-exclusive, royalty-free license to process and use your User Content strictly for the purpose of providing Services in accordance with our [Privacy Policy](#).

You warrant that your User Content:

- Does not infringe on the rights of third parties.
- Complies with applicable laws.
- Is free from harmful code or malware.

Blits BV reserves the right to remove any User Content deemed inappropriate, unlawful, or in violation of this Agreement.

Chapter 4. 4. Input Validation Policy

4.1 Customer Responsibilities

Customers integrating their systems with the Blits platform are solely responsible for:

- Implementing appropriate input validation controls in their services and backend systems.
- Sanitizing all user-provided data before processing.
- Protecting their systems against injection attacks and other input-related vulnerabilities.
- Maintaining secure coding practices in their integration implementations.

4.2 Scope of Responsibility

Blits Platform

- Provides secure communication channels for data transfer.
- Maintains platform-level security controls.
- Documents integration requirements and best practices.

Customer Systems

- Input validation and sanitization.
- Data processing security.
- Backend system protection.
- Service-level security controls.

4.3 Security Requirements

Customers must implement, at minimum:

- Input length restrictions.
- Character set validation.
- Data type verification.
- Content validation.
- Escape/encode special characters.
- Protection against injection attacks.

4.4 Liability

- Blits shall not be liable for any security incidents, data breaches, or system compromises resulting from inadequate input validation in customer systems.
- Customers acknowledge that failure to implement proper input validation may result in service interruption or termination.
- Customers are responsible for any damages resulting from improper input handling in their systems.

4.5 Compliance

Customers must:

- Regularly audit their input validation controls.
 - Promptly address any identified validation vulnerabilities.
 - Maintain documentation of their validation implementations.
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Chapter 5. 5. Updates and Maintenance

Blits BV may provide updates, bug fixes, patches, or improvements to the Software from time to time. You agree that these updates may be installed automatically without further notice.

Chapter 6. 6. Fees and Payment

Access to certain features or Services may require payment. Fees, if applicable, will be specified in a separate agreement or plan chosen by you. Failure to pay any fees may result in suspension or termination of access to the Software or Services.

Chapter 7. 7. Data Protection and Privacy

Blits.ai's collection, processing, and use of your personal data are governed by its [Privacy Policy](#). By using the Software, you consent to such collection and use.

Chapter 8. 8. Term and Termination

This Agreement becomes effective upon your acceptance and remains in effect until terminated.

Blits BV may terminate this Agreement immediately if you:

- Breach any terms of this Agreement.
- Fail to comply with [Terms and Conditions](#).

Upon termination:

- Your license to use the Software will cease immediately.
 - You must uninstall and destroy all copies of the Software in your possession.
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Chapter 9. 9. Disclaimer of Warranties

The Software and Services are provided “AS IS” and “AS AVAILABLE.” Blits BV makes no warranties, express or implied, regarding the Software’s reliability, accuracy, or fitness for a particular purpose. Blits BV does not warrant that the Software will be uninterrupted, error-free, or secure.

Chapter 10. 10. Limitation of Liability

To the fullest extent permitted by law, Blits BV shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use or inability to use the Software, even if advised of the possibility of such damages.

Blits.ai’s total liability under this Agreement shall be limited to the amount you paid, if any, for the Software within the preceding 12 months.

Chapter 11. 11. Indemnification

You agree to indemnify, defend, and hold harmless Blits.ai, its affiliates, officers, directors, and employees from any claims, damages, or liabilities arising out of:

- Your use of the Software or Services.
 - Violation of this Agreement.
 - Violation of any third-party rights.
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Chapter 12. 12. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the Netherlands, without regard to conflict of laws principles. Any disputes arising out of this Agreement shall be resolved exclusively in the competent courts of [insert location].

Chapter 13. 13. General Provisions

- **Entire Agreement:** This Agreement, together with the [Terms and Conditions](#) and [Privacy Policy](#), constitutes the entire agreement between you and Blits BV regarding the Software.
 - **Severability:** If any provision of this Agreement is found invalid, the remaining provisions shall remain in full effect.
 - **No Waiver:** Failure to enforce any part of this Agreement does not constitute a waiver.
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Chapter 14. 14. Contact Information

If you have questions about this Agreement, please contact us:

Blits.ai

Website: <https://www.blits.ai/contact-us/>