



Terms of Use of the chatbot AI



TERMS OF USE OF THE “SATO” AI CHATBOT

§ 1. General Provisions

1. These Terms of Use set out the rules for using the “SATO” AI chatbot (“Chatbot”) made available by SATEL sp. z o.o. with its registered seat at ul. Budowlanych 66, 80 298 Gdańsk, Poland, tax identification number (NIP): 584 015 40 38, statistical number (Regon): 192 976 380, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000178400, kept by the District Court Gdańsk Północ in Gdańsk, 7th Commercial Division of the National Court Register (hereinafter referred to as „SATEL”), in particular via the WhatsApp and Telegram platforms.
2. Definitions:
 - a. “Chatbot” / “SATO” – a tool based on an artificial intelligence system, used to provide informational answers in the field of technical support for SATEL products, available inter alia in the WhatsApp and Telegram communicators.
 - b. “User” – a person using the Chatbot.
 - c. “Installer” – a User who has been granted an extended access level by SATEL, after authentication via a dedicated access password.
 - d. “Platforms” – communicators and environments in which the Chatbot is made available, in particular WhatsApp and Telegram.
 - e. “Data” – information provided by the User while using the Chatbot, including message content, attachments (e.g. photos) and technical data necessary for the provision of the service. Data are processed in a hybrid model: locally on SATEL servers (system logic, databases, session history) and via external application programming interfaces (APIs) of language model providers Anthropic and OpenAI to generate answers.
 - f. “Session” – a period of interaction between the User and the Chatbot. A Session expires automatically after 23 hours of User inactivity or after reaching the limit of 20 question answer pairs within one Session. The User may at any time terminate the Session and delete its context from the current memory of the Chatbot using the “!clear” text command.
3. The Chatbot is an artificial intelligence based solution of an informational nature, supporting Users and Installers with respect to technical information, configuration, diagnostics and operation of SATEL products.
4. The Chatbot operates taking into account the transparency requirements applicable to such solutions, including those arising from **Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence** (Artificial Intelligence Act, “AI Act”).
5. Using the Chatbot constitutes acceptance of these Terms of Use.

§ 2. Nature and Scope of Operation of the Chatbot

1. The Chatbot is a multilingual technical support tool that generates answers on the basis of official SATEL product documentation and an anonymised base of technical experience (helpdesk). Due to the multilingual nature of the Chatbot, the User acknowledges that the quality of answers and precision of technical terminology may vary depending on the language selected. SATEL therefore recommends verifying key parameters on the basis of documentation in Polish or English.
2. The Chatbot does not initiate communication and only responds to the User’s queries.
3. The Chatbot may provide information concerning in particular:
 - a. information on SATEL products (alarm systems, access control, building automation),
 - b. assistance with configuration, programming and diagnostics of devices,
 - c. product selection and design of alarm system sets,

- d.** solving technical problems (troubleshooting),
 - e.** analysis of photos of installations provided by the User (device recognition, verification of wiring),
 - f.** generation of illustrative connection diagrams,
 - g.** preliminary design of alarm installations based on data or photos provided,
 - h.** general information on SATEL.
- 4.** The Chatbot may provide step by step procedures from SATEL technical documentation; however, such procedures are of illustrative and auxiliary nature only. Each project or instruction generated by the Chatbot must be verified by a person having the appropriate permissions and technical knowledge before commencing installation works. SATEL does not guarantee that a generated design is suitable for the specific premises or compliant with applicable safety standards.
- 5.** The Chatbot provides two access levels: user level (user manuals) and installer level (full technical documentation including programming and configuration). The installer level requires authorisation.
- 6.** Access at Installer level requires authorisation with a dedicated access password.
- 7.** The User obtains the password from SATEL or an authorised distributor as part of technical cooperation. Entering the password in the Chatbot interface unlocks access to advanced programming and diagnostics instructions for the duration of the User's profile activity. SATEL reserves the right to change the authorisation password at any time, which may require the User to re authenticate in order to retain access to the Installer level.
- 8.** SATEL may refuse to grant or may revoke Installer authorisation in the event of a breach of these Terms of Use, suspected abuse, security breach, termination of cooperation, or other justified circumstances on the part of SATEL or the Installer. SATEL shall inform the Installer about the revocation of authorisation; however, it is not obliged to disclose detailed information, where disclosure could prejudice SATEL's legitimate interests, including system security interests. The Installer acknowledges that the Installer level password is confidential. SATEL is not liable for consequences of making the password available to unauthorised persons or for actions taken by third parties using that password.
- 9.** The User is responsible for actions taken using the access level granted to that User and for the confidentiality of all data enabling identification and authorisation (if used).
- 10.** The Chatbot may redirect the User to the SATEL technical support department where:
 - a.** the query requires specialist intervention,
 - b.** it concerns advanced diagnostics,
 - c.** it requires access to service data,
 - d.** it concerns installation security issues,
 - e.** the Chatbot is unable to provide a satisfactory answer.
- 11.** The Chatbot may refuse to provide an answer where:
 - a.** the query falls outside its scope of operation,
 - b.** it concerns topics unrelated to SATEL products,
 - c.** the confidence level in the content is insufficient,
 - d.** providing an answer could compromise system or user security.
- 12.** Where the Chatbot is not able to provide a precise answer or where the system detects communication difficulties (e.g. repeated errors or User frustration), the Chatbot may propose a "Callback" function, i.e. a request for a return contact.
- 13.** Use of the Callback function requires the User's explicit confirmation. Once confirmed, data relating to the conversation and the User's identifier will be transferred to SATEL's technical support department for the purpose of contacting the User (by phone or email).

14. Callback requests are handled by SATEL employees on business days during office hours. The system does not guarantee immediate contact after the request is submitted.
15. The Chatbot does not provide sales prices of products – in pricing matters it refers the User to SATEL distributors.

§ 3. Rules of Use

1. Use of the Chatbot is voluntary and free of charge.
2. The User undertakes to use the Chatbot in accordance with the law and these Terms of Use.
3. It is prohibited to submit content:
 - a. unlawful,
 - b. offensive or infringing personal rights,
 - c. which may disrupt the operation of the Chatbot or communication platforms,
 - d. containing sensitive data or information that the User should not disclose,
 - e. unrelated to SATEL products and services. Queries not related to SATEL topics are rejected automatically.
4. SATEL may limit or block a User's access to the Chatbot (by adding the User's identifier to a blocklist) in the event of a breach of these Terms of Use, violation of the Platform's rules, suspected abuse, automated activity (spam) or activities endangering service security. In addition, SATEL applies automated safeguards against abuse, including rate limits and systems detecting atypical behaviour (e.g. prompt injection attempts or system destabilisation attempts). A User who believes that they have been blocked by mistake may contact SATEL by phone at +48 58 320 94 00. If technically possible, the User may also send a message with the "!msg" prefix, e.g. "!msg request for explanation of the block", using another Platform to access the Chatbot.
5. The Chatbot is not intended for reporting failures, complaints, emergencies or events requiring immediate response. The Chatbot does not replace professional technical advice provided by qualified specialists. In case of doubts regarding the safety of the installation or correctness of the wiring, the User should contact a qualified installer or SATEL Support.
6. Chatbot answers, including connection diagrams, instructions and analysis of installation photos, are of informational and illustrative nature.
7. The User is obliged to verify the correctness of Chatbot recommendations before applying them, in particular where they concern wiring, power supply, electrical components or configuration of security systems.
8. SATEL recommends that installation and service activities be carried out by persons having appropriate qualifications.
9. The User represents that they hold rights to the content and materials (including photos) sent to the Chatbot or are otherwise authorised to use them.
10. The User grants SATEL a non exclusive, royalty free licence to use such content solely to the extent necessary to provide answers and ensure operation of the service and also – where provided – to improve the quality of the Chatbot operation, whereby in the latter case SATEL endeavours to anonymise/minimise data.

§ 4. Nature of the Answers Provided

1. Answers generated by the Chatbot are of informational and auxiliary nature and are based on SATEL documentation and an anonymised base of technical experience.
2. The Chatbot may provide installation, configuration and diagnostic instructions; however, it does not replace SATEL's professional technical support.
3. The Chatbot may generate content that is incomplete, imprecise or requires verification – this is a natural feature of AI systems. A Chatbot answer may include an indication of confidence level (scale 1–5), which is auxiliary in nature and does not constitute a guarantee of correctness. Additionally, the User may rate the answer quality using a feedback mechanism, including positive or negative rating (e.g. "thumb up/down"); such rating is used

to improve service quality. Despite mechanisms for verifying answers for so called AI hallucinations, the system may generate incorrect answers. Each answer relating to wiring, power supply or security configuration requires unconditional verification against official technical documentation.

4. The User should verify information obtained in SATEL technical documentation or consult the SATEL technical support department.
5. Chatbot answers:
 - a. are based on SATEL documentation but do not replace original product manuals,
 - b. do not constitute official technical recommendations of SATEL,
 - c. do not constitute expert opinions or binding commercial information,
 - d. may contain simplifications resulting from AI model limitations.
6. The Chatbot uses automatic product recognition algorithms and answer confidence assessment. The User acknowledges that identification of the device model or software version by the Chatbot may be incorrect.
7. In case of doubt the User should contact the SATEL technical support department or read the full technical documentation available on www.satel.pl.
8. The Chatbot bears no liability for the consequences of incorrect application of provided information.
9. Access to the Installer level does not constitute certification of the User's skills by SATEL and is of informational nature only.

§ 5. Technical Requirements and Service Availability

1. Using the Chatbot requires internet access and an active account on one of the Platforms.
2. Availability and functionality of the Chatbot may depend on the operation of the Platforms and their rules, policies and technical constraints. SATEL is not liable for the lack of possibility to use the Chatbot caused by the operation or unavailability of the Platforms.
3. SATEL may temporarily limit access to the Chatbot due to maintenance works, updates or security issues.

§ 6. Privacy, Processing and Protection of Personal Data

1. **Data controller.** The controller of personal data processed in connection with the use of the Chatbot is SATEL sp. z o.o. with its registered seat in Gdańsk (the "Controller").
2. **Data scope.** In connection with the use of the Chatbot, the Controller may process in particular:
 - a. identification and contact data made available by the Platforms (e.g. phone number/account identifier, profile name),
 - b. conversation content (messages) and communication metadata (e.g. date and time, session identifier),
 - c. attachments provided by the User (e.g. photos),
 - d. technical data necessary to ensure security and proper operation of the service (e.g. error information, logs).
3. **Scope and method of storing data in the Chatbot:**
 - 1) The Chatbot may process and store in particular:
 - a. conversation histories within a session – for the purpose of providing contextual answers,
 - b. voluntary answer quality ratings (feedback) provided by the User – for the purpose of improving service quality,
 - c. session data – in particular the selected language and access level (User/Installer).

- 2) Photos sent by the User are processed solely for the purpose of providing the current answer and are not stored long term; after being processed by the API, the photo exists only in server random access memory (RAM) for the duration of the operation and is not stored on the hard drive or included in backups.
 - 3) The Controller may keep logs of technical events related to the operation of the Chatbot, to the extent necessary to ensure security and diagnostics of the service.
4. The Controller may record the content of conversations and technical events related to the use of the Chatbot to the extent necessary to ensure security, improve service quality and handle complaints concerning the operation of the Chatbot. This also applies to messages sent with the "!msg" prefix, which are archived for the purposes of handling notifications, ensuring service security and pursuing or defending against claims.
5. **Purposes of processing.** Data may be processed for the following purposes:
 - a. provision of the Chatbot service and responding to User queries,
 - b. ensuring service security, preventing abuse and pursuing or defending against claims,
 - c. quality analyses and service development (including improving the knowledge base), whereby the Controller seeks to use anonymised or minimised data to the extent possible,
 - d. handling notifications concerning service operation (complaints, technical issues).
6. **Legal bases.** The legal bases for processing are:
 - a. Article 6(1)(b) of Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") – to the extent necessary to provide the service (responding to queries and handling requests),
 - b. Article 6(1)(f) GDPR – in the scope of the Controller's legitimate interests, i.e. ensuring security, preventing abuse, developing and improving the service and pursuing/defending claims,
 - c. where the Controller obtains separate consent (if used) – Article 6(1)(a) GDPR.
7. **Recipients of data.** Data may be disclosed to entities supporting the Controller in maintaining and developing the service, in particular: IT/hosting infrastructure providers, providers of tools used for the Chatbot's operation (e.g. integration software), and entities providing servicing and audit services – solely to the extent necessary to achieve processing purposes and on the basis of appropriate agreements.
8. **Transfers outside the EEA.** The Controller informs that the content of queries, stripped of identification data such as phone number, and photos sent are transferred to AI model providers Anthropic and OpenAI, established in the USA, for the purpose of generating answers. The transfer is carried out with appropriate safeguards, in particular in the form of Standard Contractual Clauses (SCCs). The API providers, i.e. Anthropic and OpenAI, do not use the data provided for training models. Queries may be stored by providers for up to 30 days solely for security purposes, in particular to detect abuse, after which they are deleted.
9. **Storage period.** Data are stored for the period necessary to achieve the processing purposes, in particular for the provision of the service, ensuring security, handling notifications, analysing service quality and pursuing or defending against claims, but no longer than 36 months from the end of the User's last interaction with the Chatbot, unless a longer period arises from applicable law or is necessary to pursue or defend claims. Upon expiry of that period, data are deleted or anonymised. Anonymised data may be stored indefinitely and used for statistical and analytical purposes and to improve service quality.
10. **User rights.** The User has the rights arising from the GDPR, in particular: the right of access, rectification, erasure, restriction of processing, data portability (where applicable), the right to object to processing based on Article 6(1)(f) GDPR, and the right to lodge a complaint with the President of the Personal Data Protection Office.
11. **Technical logs.** The Controller informs that, to ensure security and continuity of service, the system generates technical logs. Such logs contain information on errors, HTTP requests, processing time and session identifiers. Technical logs are stored locally on the Controller's server and are subject to automatic rotation (overwriting) according to the server's system policy. These data are used solely for diagnostic purposes and are not shared with third parties, except for authorities entitled under applicable law.

- 12. Voluntary nature of data provision.** Provision of data is voluntary but necessary to use the Chatbot to the extent of providing answers and handling the query.
- 13. Platform rules.** Using the Chatbot via the Platforms also entails data processing by Platform providers under their respective terms of use and privacy policies.
- 14. Recommendation.** The Controller recommends that the User does not provide, in the conversation, data unnecessary for handling the query that are referred to in Article 9 GDPR, i.e. the User should not provide personal data that are not necessary for handling the query, in particular data regarding health, political views, religious beliefs, sexuality, biometric data or other special categories of data.
- 15.** The Chatbot does not create user profiles for marketing or profiling purposes and does not take decisions producing legal effects or significantly affecting the User.
- 16.** Detailed information on data processing by SATEL is provided in the **SATEL Privacy Policy available at www.satel.pl**.

§ 7. Use via the Platforms

- 1.** The Chatbot is made available to Users via the Platforms (in particular WhatsApp and Telegram). Using the Chatbot requires acceptance of the terms of use and privacy policies applicable to the relevant Platform.
- 2.** The User undertakes to use the Chatbot in a manner consistent with these Terms of Use and the rules of the Platforms, in particular refraining from actions infringing the law, third party rights or Platform security.
- 3.** In the event of a conflict between the operation of the Platforms and these Terms of Use, as regards technical rules of Platform use, the provisions and constraints arising from the terms and rules of the given Platform shall prevail.
- 4.** SATEL is not liable for decisions, actions or restrictions applied by the Platforms, in particular account blocking, limitations of functionality or unavailability of Platform services.
- 5.** Integration of the Chatbot with the Platforms is carried out directly via official application programming interfaces (APIs) of their providers, without participation of external content integrators (third parties), which ensures direct and encrypted data transfer between SATEL's server and the Platform provider.

§ 8. Liability

- 1.** SATEL is not liable for:
 - a.** consequences of decisions made on the basis of answers generated by the Chatbot,
 - b.** incorrect interpretation of content generated by the AI system,
 - c.** interruptions in the Chatbot's operation resulting from technical causes or reasons beyond SATEL's control,
 - d.** operation of communication platforms on which the Chatbot is made available.
- 2.** The Chatbot does not replace contact with a qualified specialist or SATEL's official technical support. In situations requiring certainty as to the correctness of a procedure, the User should contact the technical support department.
- 3.** The provisions of these Terms of Use do not limit or exclude rights arising from mandatory provisions of law, in particular rights related to statutory warranty, commercial guarantee or liability for conformity of goods with the contract, to the extent applicable.

§ 9. Compliance with the Artificial Intelligence Act

- 1.** The Chatbot operates as a low risk artificial intelligence system, in line with the classification set out in Regulation (EU) 2024/1689 of the European Parliament and of the Council (AI Act).

2. SATEL ensures in particular:
 - a. transparency of system operation – the User is informed that they are interacting with an AI system,
 - b. no autonomous decision making affecting the User,
 - c. no profiling of Users,
 - d. minimisation of processed data,
 - e. the possibility for Users to assess answer quality (feedback mechanism),
 - f. the possibility to transfer a conversation to a human (technical support department).
3. SATEL may introduce updates to the Chatbot in order to ensure compliance with applicable regulations and to improve service quality.

§ 10. Complaints / Notifications Concerning Service Operation

1. The User may report technical issues or comments regarding the Chatbot's operation via the Chatbot on the WhatsApp and Telegram Platforms by sending a message with the "!msg" prefix, e.g. "!msg report of a technical issue". Messages sent with that prefix are directed to SATEL's administrative panel, are archived and may be handled by SATEL employees. Such messages are not processed solely by automated means. SATEL does not guarantee any specific response time to "!msg" messages unless mandatory provisions of law provide otherwise.
2. The notification should contain at least: description of the issue, date and approximate time of occurrence, Platform name (WhatsApp/Telegram) and – where possible – a screenshot or description of steps leading to the issue.
3. SATEL will take steps to verify the notification within a reasonable time, taking into account case complexity, unless mandatory provisions of law prescribe a specific time limit for handling the given type of notification.

§ 11. Amendments to the Terms of Use

1. SATEL may amend these Terms of Use for valid reasons, in particular in the event of changes in the Chatbot's functionality, changes in service provision methods, changes in applicable law or the need to improve security.
2. The amended Terms of Use will be published on www.satel.pl and directly in the Chatbot interface together with information on the date of entry into force of the changes.
3. Where a change materially affects the User's rights or obligations, SATEL will inform about the change via a Chatbot notice or in another customary manner. Continued use of the Chatbot after the effective date of the amendments constitutes acceptance of the Terms of Use as amended.

§ 12. Governing Law and Dispute Resolution

1. These Terms of Use are governed by Polish law.
2. Any disputes arising from the use of the Chatbot shall be submitted to the common courts having local jurisdiction over the registered seat of SATEL sp. z o.o.

§ 13. Contact

In matters relating to the operation of the Chatbot or SATEL products, please contact:

SATEL sp. z o.o.

SATEL Technical Support Department

tel.: +48 58 320 94 00

www.satel.pl

Contact via the Chatbot on the WhatsApp and Telegram Platforms: send a message with the "!msg" prefix, e.g. "!msg question regarding a SATEL product". Messages are directed to SATEL's administrative panel, are archived and may be handled by SATEL employees. Replies are provided subject to SATEL's organisational capabilities, without prejudice to time limits arising from mandatory provisions of law.

