

GENERAL TERMS AND CONDITIONS FOR THN ChatGPT APP

These general terms and conditions constitute the entire agreement ("Agreement") between THE HOTELS NETWORK, S.L. ("THN") and the USER ("USER"), regarding the license for use and access to the THN ChatGPT App product, provided as a GPT application.

1. Object

The purpose of this Agreement is to regulate the use of THN ChatGPT App within the OpenAI Platform. The USER acknowledges that the Service is strictly an interface and processing layer integrated into a third-party ecosystem (OpenAI). The USER expressly accepts the nature of the Service based on artificial intelligence and automation, accepting the functionalities "as available" at any given time.

2. Services and Software

The Service is provided under the Software as a Service (SaaS) model. For the purposes of this Agreement:

- "Software" refers to the THN ChatGPT App online Platform, owned by THN.
- "Services" refers to the automated processing and responses. THN reserves the right to modify, update, or evolve the Software at its sole discretion. Any suggestions by the USER do not create any obligation for THN

3. Intellectual and Industrial Property

THN declares to be the exclusive owner of all intellectual and industrial property rights over . All updates, improvements, revisions, extensions, modifications, adaptations, rectifications, translations, or new versions, as well as the accompanying documentation, are the exclusive property of THN; therefore, the Software does not infringe upon any intellectual property rights, and THN is authorized to grant the license to the USER.

The USER expressly acknowledges that THN is the sole owner of the intellectual property rights and/or industrial property rights, as well as any other rights of an analogous or similar legal nature and/or economic content regarding THN ChatGPT App, the Platform, and any work derived from them, arising from the Services provided.

The USER is not authorized to: (i) reproduce, modify, distribute, rent, assign, license, communicate, make available, provide access to, incorporate, or use for the benefit of third parties the Software, the Platform, and their associated documentation or a copy of all or part of its content; (ii) copy or transform any feature, function, or interface of the Software or the Platform; (iii) hinder or disrupt its integrity or performance; (iv) use them for purposes of an illegal or criminal nature; (v) disassemble, compile, decompile, translate, edit, or perform reverse engineering, except in cases expressly permitted by applicable law, following prior notification to THN.

The industrial property rights over any trademarks or trade names owned by either of the Parties belong to that Party.

4. USER Obligations

The USER undertakes to: Use THN ChatGPT App exclusively in accordance with this Agreement; respect THN's intellectual property rights; and not manipulate or interfere with the Software's security systems.

The Service may involve the automated analysis of the behavior of the USER'S end users. Such data will be processed in an anonymized and aggregated form, without identifying natural persons.

THN may use such aggregated information to improve its algorithms and functionalities, generate statistical and comparative analyses, and share them anonymously with third parties or in industry publications.

The USER may not use the data obtained through THN ChatGPT App for purposes other than the improvement of their commercial performance, nor share them externally without prior written authorization from THN.

5. Data Protection

5.1. No Personal Data Collection: THN does not require the USER to register, log in, or provide personal identifiers (such as name, email, or telephone number) to access THN ChatGPT App within the OpenAI Market. Consequently, THN does not act as a Data Controller for such personal identifiers.

5.2. Interaction Data: The USER acknowledges that the Service is powered by OpenAI. Any personal data shared by the USER during the chat interaction is provided voluntarily. THN does not store these conversations in a way that identifies the USER. Technical metadata (such as IP addresses) may be processed momentarily to facilitate the API connection but is not used to create user profiles.

5.3. Anonymous and Aggregated Data: THN reserves the right to use anonymized and aggregated data derived from the use of the Service (which does not constitute personal data under Regulation (EU) 2016/679) for the purposes of improving its AI algorithms, statistical analysis, and service evolution.

5.4. Third-Party Platform: The USER'S account and primary data relationship are held with OpenAI. THN recommends the USER review OpenAI's Privacy Policy regarding the management of their ChatGPT account.

5.5. Transparency: For further information on how THN handles data across its ecosystem, the USER may consult the [THN Privacy Policy](#)

6. Liability and Warranties

6.1. "As-Is" Provision: The USER expressly acknowledges that THN ChatGPT App is a tool based on Artificial Intelligence. The Services are provided on an "as-is" and "as-available" basis. THN does not guarantee the accuracy, completeness, or reliability of the content generated by the AI, nor its fitness for any specific purpose.

6.2. Limitation of Liability: To the maximum extent permitted by applicable law, THN shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or business opportunities arising from the use or inability to use the Service.

6.3. AI Hallucinations and Third-Party Data: THN shall not be held responsible for:

- Inaccurate information or "hallucinations" generated by the underlying AI models.
- Errors in data provided by third-party sources (e.g., hotel availability or pricing from external websites).
- Any decisions made by the USER based on the output of THN ChatGPT App.

6.4. System Integrity: THN does not guarantee that the Service will be uninterrupted or error-free. While THN implements security measures, it cannot guarantee the absolute absence of computer viruses or external interference in the content provided through the OpenAI Platform.

7. Term and Termination

7.1. Duration: This Agreement is effective for as long as the USER accesses or uses THN ChatGPT App within the OpenAI Platform.

7.2. Termination of Use: The USER may terminate this Agreement at any time simply by ceasing to use the Service.

7.3. Service Availability and Downtime: THN reserves the right to modify, suspend, or discontinue THN ChatGPT App at any time. The following shall not be considered a breach of this Agreement or a failure in the provision of the Service: (i) an event of force majeure; (ii) failures or outages of the OpenAI platform or infrastructure; (iii) failure of the Internet or public telecommunications networks; (iv) maintenance windows or software evolutions; and (v) interruptions caused by the USER's own systems or unauthorized use of the Service.

7.4. Survival: Clauses regarding Intellectual Property, Liability, and Jurisdiction shall survive the termination of the USER's interaction with the Service.

8. Law and Jurisdiction

This Agreement shall be interpreted and enforced in accordance with the laws of Spain. In the event that doubts and/or discrepancies arise regarding its interpretation and/or effects, the Courts of the city of Barcelona (Spain) shall have exclusive jurisdiction, with the parties waiving any other jurisdiction that may correspond to them.