

Terms of Use – Checkmk-Chatbot

Version 1.0 (April 2025)

1 General

- 1.1 These Terms of Use govern your use of the Checkmk Chatbot in relation to Checkmk GmbH, Kellerstrasse 27, 81667 Munich ("**Checkmk**").
- 1.2 The "**Checkmk Chatbot**" is an interactive information system that automatically generates content based on artificial intelligence. "**Artificial Intelligence**" or "**AI**" within the meaning of these Terms of Use refers to a technical system that generates content probabilistically. The Checkmk Chatbot uses AI technology provided by third-party technical service providers.
- 1.3 The Checkmk Chatbot automatically processes your inputs into the Checkmk Chatbot ("**Input**") and generates corresponding outputs ("**Output**").
- 1.4 Checkmk makes the Checkmk Chatbot available publicly on the Checkmk website at www.checkmk.com for all website visitors, as well as within the Checkmk products for use by the end users of Checkmk's customers.
- 1.5 The use of the Checkmk Chatbot is directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, "**BGB**"). Use by consumers within the meaning of Section 13 BGB is not permitted.
- 1.6 You represent and warrant that you are entitled to use the Checkmk Chatbot either as a prospective customer (on behalf of a company) or as an end user of a Checkmk customer.

2 Purpose of the Checkmk Chatbot

- 2.1 The Checkmk Chatbot allows you to request product-specific information about Checkmk. The content generated based on your Input is intended solely for general informational purposes and, in particular, does not constitute individual advice regarding Checkmk's products and services. The Checkmk Chatbot does not under any circumstances replace personal assistance or technical support.
- 2.2 The Checkmk Chatbot serves solely informational purposes, is exclusively of a general nature, and has no legally binding effect. No legally binding declarations or statements are or can be made via the Checkmk Chatbot.

3 User Conduct

- 3.1 You agree to use the Checkmk Chatbot in an ethical and appropriately manner and in accordance with applicable law. In particular, you are prohibited from:
 - 3.1.1 submitting unlawful, offensive, or discriminatory Input;
 - 3.1.2 submitting personal data, confidential information, or security-sensitive Input; and
 - 3.1.3 engaging in automated queries, attacks, or other interferences with the technical infrastructure underlying the Checkmk Chatbot.
- 3.2 In the event of a breach of the aforementioned obligations, Checkmk is entitled to temporarily or permanently block your access to the Checkmk Chatbot.

4 Output and Warranty

- 4.1 The Checkmk Chatbot generates the Output based on AI technology. Therefore, the Output may be factually incorrect, outdated, or incomplete. The Output does not constitute legally

binding declarations, technical representations, or binding information. Your use of the Checkmk Chatbot is at your own risk.

- 4.2 Checkmk disclaims all warranties and assumes no legal liability or responsibility for the Output.

5 Availability of the Chatbot

- 5.1 There is no entitlement to any particular availability or functionality of the Checkmk Chatbot.
- 5.2 Checkmk is entitled to discontinue the provision of the Checkmk Chatbot, in whole or in part, at any time.

6 Intellectual Property and Rights of Use

- 6.1 The Checkmk Chatbot itself, as well as the software and technologies contained therein, constitute the exclusive intellectual property of Checkmk and its licensors. Any use, reproduction, copying, or making available of the Checkmk Chatbot and the services offered through the Checkmk Chatbot by third parties is prohibited without the prior written consent of Checkmk.
- 6.2 You grant Checkmk a non-exclusive, royalty-free, perpetual, and worldwide license to use the Input to the extent necessary to process the respective query, generate the corresponding Output, and to improve the Checkmk Chatbot and Checkmk's product information.
- 6.3 By using the Checkmk Chatbot, you represent and warrant that you have all necessary rights in and to the Input provided by you, and that submission of the Input does not infringe any third-party rights.
- 6.4 You are not granted any rights to use the Output generated by the Checkmk Chatbot other than your internal informational purposes. Any commercial or other exploitation of the Output is prohibited.

7 Free-of-Charge Use

The use of the Checkmk Chatbot is provided free of charge.

8 Data Protection

Information regarding the processing of personal data in connection with the use of the Checkmk Chatbot can be found in [Checkmk's Privacy Notice](#). If you have any questions, you may contact our Data Protection Officer at any time via privacy@checkmk.com.

9 Changes to the Terms of Use

Checkmk reserves the right to change or update these Terms of Use at any time if necessary for legal, technical, or operational reasons. The version of these Terms of Use applicable at the time of use shall apply.

10 Governing Law and Jurisdiction

- 10.1 The use of the Checkmk Chatbot and these Terms of Use shall be governed exclusively by the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law shall not apply.
- 10.2 The exclusive place of jurisdiction shall be Munich, Germany, provided that no mandatory statutory provisions conflict with this choice.