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LEGAL

Terms of service

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These Radiant Science Terms of Service (“Terms”) govern the Customer's access to and use of Radiant Science UG’s (“Company”) Services, including any pilot or trial periods. The Data Processing Agreement (“DPA”), available at www.radiantscience.io/dpa, is incorporated into and forms part of these Terms. By accepting these Terms, the Customer simultaneously accepts the DPA.

The Agreement becomes effective on the date (the "Effective Date") on which Customer accepts these Terms either by (i) ticking the relevant acceptance checkbox, or (ii) executing an Order Form that expressly incorporates or references these Terms. If you accept these Terms on behalf of a Customer entity, you represent and warrant that (i) you have full legal authority to bind that entity to this Agreement; (ii) you have read and agreed to these Terms; and (iii) you are entering into a legally binding contract.

Definitions

“Account”: means an account enabling the Customer and/or Authorised User to access and use the Company’s Services.

“Applicable Laws”: mean any laws governing or affecting the arrangements contemplated by this Agreement.

“Authorised User”: means such persons authorised to use the Company’s Services in accordance with this Agreement, including Customers’ patients that ultimately benefit from the use of the Services.

“Billing Cycle”: means the period during which the Customer has paid for the Company’s Services.

“Commencement Date”: means the date on which the Customer will start using the Company’s Services.

“Commercially Reasonable Efforts”: means “conducted in good faith and in accordance with commonly accepted commercial practice”

“Confidential Information” / “Proprietary Information”: means all information (in any form) that concerns a Party's business operations and which any reasonable person would consider to be confidential. This would include, but not be limited to: trade secrets, methods, strategies, client lists, pricing, and other business processes and Customer Data.

“Customer”: means any person or entity including its Authorised Users that access or use the Company's Services under this Agreement, including (as applicable) clinics, hospitals or healthcare administrators. Where the Services are purchased via an authorised Reseller, the terms “Customer” / “User” also include End Customers accessing and using the Services. References to "Customer" throughout this Agreement apply equally to “End Customers” unless the context requires otherwise.

“Customer Data”: means all data, including Caller and Patient Personal Data that Customer makes available to Company through the Company's Services.

“Direct Competitors”: means organisations that offer the same Services as the Company and that target the same market as the Company.

“Doctor”: means the Doctors working for the Customer's clinics/hospitals.

“Electronic Health Record”: means the digital records holding a Patient's Data.

“Order Form”: means the document that contains all the information about the Customer's purchase and Subscription Terms, including any fees payable by the Customer.

“Material Breach”: means a significant failure by one of the Parties to fulfil their obligations under this Agreement.

"Caller": means any individual who contacts a Customer or End Customer clinic via the Company's Services, whether or not they are an existing patient.

"Patient": means individuals attending Customer or End Customer clinics/hospitals whose data is processed and used within the Company's Services.

“Patient Data”: means all data related to the Customer Patients.

“Reseller” is a Customer with the right to Resell the Services in accordance with this Agreement (see “Object of the Agreement”, Section 4).

"Service"/ “Services” / “Subscription Service”: means all of the Company's cloud-based Services, functionalities, tools, and platforms, including all software, content, and documentation, that Customers have subscribed to or that the Company otherwise makes available to the Customer.

“Company”: means the entity (Radiant Science UG) which provides the Services under this Agreement. This is a subsidiary of Radiant Science Inc, USA.

“Fees”: means the fees payable by the Customer to the Company for the Services, unless.

"Third-Party Products": means non-embedded products and professional Services that are provided by Third Parties that interoperate with or are used in connection with the Company's Services.

"End Customer": means any Customer who signed up for the Services through a Reseller.

"End Customer Agreement": means the binding agreement between the Customer and an End Customer governing the End Customer's use of the Services.

"White Labelling": means the right to offer the Services under the Customer's own brand.

"Written" / "In Writing": means any non-oral statement given in text form that indicates its author, including email, facsimile and paper form.

Order of Precedence

The Agreement between the Parties consists of the following documents, which in the event of any conflict or inconsistency shall take precedence in the following order: a. Order Form; b. these Terms; and c. Data Processing Agreement ("DPA"). These Terms may only be amended if such amendment is offered by the Company through a valid Order Form and accepted by an authorized representative of the Customer. If unapproved terms have been agreed between a Reseller and the Customer that, such deviating terms shall not be binding upon the Company.

Notwithstanding above, the DPA shall always prevail over all other documents with respect to the Processing of Personal Data, regardless of any conflicting provisions elsewhere in the Agreement.

Object of the Agreement

1. The Company provides the Services to the Customer as software-as-a-service (SaaS), meaning that the Services are operated by the Company in a managed cloud-hosted environment and accessed by the Customer via the Company's secure web Dashboard.
2. The Company Dashboard is the online portal through which the Customer can access and manage the Services, including reviewing call recordings, transcripts, and booking activity.
3. To access the Services, the Customer must create an account by registering with an email address and choosing a password. By registering for an account and accessing the dashboard, the Customer agrees to these Terms and the DPA.
4. After completing the registration process, the Customer may subscribe to different types of Subscriptions for the use of the Services as specified in the Order Form ("Subscription Plan"). If the Subscription includes: (a) "Direct Use", the Services are provided to the Customer for its own use; (b) "Reselling", the Services are provided to the Customer for the purpose of reselling the Services to its own customers ("End Customers") under Company's brand "Radiant"; (c) "White Labelling", the Services are provided to the Customer for the purpose of reselling the Services to End Customers under the Customer's own branding and customised appearance.

5. The Subscription may be subject to periodic usage limits as specified in the Order Form ("Usage Limit"). These Usage Limits are defined per month and do not roll over to the next month. Any excess usage by the Customer is subject to the fees specified in the Order Form.

Company Services

1. The purpose of the Company's Services is to support communication between Callers and Customers. Depending on the Customer's Subscription Plan, the Services may also be provided for the benefit of End Customers.
2. The Company will provide the following Services via its AI phone agent: (a) Answering inbound calls to the Customer's and/or End Customer's clinic phone numbers; (b) Booking, cancelling, and rescheduling appointments based on availability in the Customer's or End Customer's calendar or practice management system provided access has been given through the Customer or End Customer; (c) Confirming appointment details with Callers; (d) Answering common questions using the relevant clinic's knowledge base, including clinic hours, services, fees, doctors, and general policies; (e) Recording, transcribing, and summarising Caller queries and messages; (f) Sending call notifications and summaries to the Customer and/or the relevant End Customer via agreed communication channel(s) including the secure Company web-based Dashboard, email, WhatsApp, and/or SMS; (g) Directing Callers to the Customer's or End Customer's patient portal for results and letters, where applicable.
3. The Company's Services are strictly administrative in nature. Customer acknowledges that the Services use AI Agents. While each AI Agent strives to ensure the accuracy of the information provided, this information is intended solely for informational purposes and should not be regarded as medical advice, diagnosis, treatment, or any form of clinical decision-making. All clinical decisions, assessments, and interpretations of patient data are the sole responsibility of the Customer's or End Customer's licensed healthcare providers. Customer is obliged to inform Authorised Users and End Customers accordingly and to advise them not to rely solely on the outputs generated by the AI Agent, and that each Authorised User / End Customer is fully responsible for their interactions with an AI Agent and the use of the output.
4. The specific Services available to the Customer depend on the Subscription Plan and integrations enabled, as set out in the Order Form.

Services and Support

1. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard policy. Customers can contact support by email info@radiantscience.io during the Company's normal business hours (CEST, Monday-Friday 10-5 pm, excluding public holidays in Germany and scheduled leave).
2. The Customer must first attempt to diagnose issues using available Documentation before escalating to technical support.

3. Subject to the terms of this Agreement, the Company shall use commercially reasonable efforts in providing Company Services.

Customer Restrictions and Responsibilities

1. The Company's Direct Competitors' are prohibited from accessing the Company's Services, except with the Company's prior Written consent. Customers may not (directly or indirectly) permit any competitor of Company to access or use any Service, related documentation and/or Confidential Information for any purpose, including, but not limited to support a Customer.
2. Customer warrants that it shall not rent, lease, sub-license, loan, translate, sell, merge, adapt, vary, alter, modify, broadcast, redistribute, reproduce, or otherwise make available to the public in any medium the whole or any part of the Software, Services, Content, or Documentation of the Company nor permit these to be combined with or become incorporated in, any other software files or programs.
3. Customer warrants that it shall not monetise the Company's Software and/or Services and the limited license provided to the Customer in any way unless it is explicitly permitted under the Agreement.
4. Customer warrants that it will not access or use the Company's Services in a way that is not permitted under this Agreement unless Customer obtains prior written consent from Company. In using the Company's Services, the Customer must: (a) Ensure that the Company's Services are protected at all times from misuse, damage, destruction, or any form of unauthorised use; (b) Keep accurate records of the use of the Company's Services, and permit the Company to inspect such records during the Term; (c) Notify the Company as soon as it becomes aware of any unauthorised access or use of the Company's Services.
5. The Customer warrants that it will: (a) Only use the Company's Services in accordance with the Agreement and any Policy communicated to the Customer; (b) Not use the Company's Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
6. The Customer warrants that all information submitted to and/or through the Company's Services must not be false, inaccurate, misleading, fraudulent, deceptive, or unlawful.
7. The Customer warrants that its access to and use of the Company's Services will not infringe any Third Party's rights, including intellectual property rights, or violate any Applicable Laws (including data privacy laws).

8. Customers' ability to access, download, and use Company Services depends on the compatibility of Customers' systems or devices. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent. In case of disclosure of passwords to any third party who is not an Authorised User, Customer shall inform Company as soon as possible and deactivate such user or send a request to Company to do so. Any breach of this Agreement and/or any use of login credentials by anyone to whom Customer disclosed them, or who otherwise gains access to the Services by Customer's failure to take proper steps to keep them secure, will be treated as if the breach or use had been carried out by Customer, and will not relieve Customer of its obligations to Company.
9. The Customer shall not use the Services to: (a) violate any applicable laws or regulations; (b) transmit unlawful, defamatory, or infringing material; (c) interfere with or disrupt the integrity or performance of the Services; or (d) attempt to gain unauthorised access to any systems or networks connected to the Services.
10. Customer's right to use the Services shall expire if Customer has breached any of the aforesaid terms of the Agreement and fails to remedy the breach within five business days of receipt of Company's breach notice. This term is extendable with the Company's written consent. Company shall reasonably support the Customer.
11. In case of a data breach or severe security breach and upon a reasonable advance notice, Company shall have the right to temporarily suspend access to the Services to protect Customer's data until the resolution of the breach. In this case, the parties shall cooperate in solving the problem without undue delay, and the Company shall re-grant access to the Customer as soon as possible.

Fees and Payment

1. Where the Services are delivered to End Customers through an authorised Reseller, the End Customer shall pay all applicable Fees directly to the reseller in accordance with the commercial terms agreed with such reseller. In such cases:
 1. The reseller's pricing to the End Customer may differ from the Company's standard Fees;
 2. Notwithstanding the payment and other arrangements with the reseller, these Terms, including the DPA, exclusively govern the End Customer's use of the Services and the Company's obligations in respect of the Services;
 3. the Company reserves the right to suspend or terminate the End Customer's access to the Services in the event that (i) the Reseller fails to remit payment of the Fees to the Company, provided that the Company shall use reasonable efforts to notify the End Customer before doing so.

2. Where the Services are delivered to the Customer:

1. The Customer shall pay the Fees as specified in the applicable Order Form or as agreed with a reseller (as the case may be).
2. Fees may be structured as a fixed subscription fee, a performance-based fee (such as a percentage of revenue or per-transaction fee), a usage-based fee, or a combination thereof, as specified in the Order Form.
3. All Fees are quoted and payable in Euros (EUR) unless otherwise specified in the Order Form. The Customer is responsible for any currency conversion costs or bank charges incurred in making payment.
4. Payment shall be collected via SEPA Direct Debit or such other payment method supported by the Company's billing provider. The Customer shall complete a payment authorisation as part of the onboarding process and maintain a valid payment method throughout the Term. Bank fees, if any, shall be paid by the Customer.
5. The Company will issue invoices via its billing platform. Payment will be collected automatically on the due date specified in the Order Form.
6. If a payment fails, the Company will retry collection in accordance with its standard billing procedures. The Customer shall be notified of any failed payment and shall resolve the issue within 7 business days.
7. All Fees are exclusive of applicable taxes. Where the reverse charge mechanism applies, the Customer is responsible for accounting for and paying any applicable VAT or equivalent tax in their jurisdiction. The Customer shall provide a valid VAT registration number (or equivalent) at onboarding.
8. Where SEPA Direct Debit is not available, the Company may offer an alternative payment method at its discretion, including bank transfer to the Company's designated account.
9. The terms and conditions of the Company's third-party payment provider shall apply additionally to the processing of payments under this Agreement.
10. The Customer must notify the Company of any billing dispute within 60 days of the invoice date. Failure to do so constitutes acceptance of the charges.

Trial Period and Subscription Changes

1. Where a free trial is specified in the Order Form, the Services are provided free of charge to the Customer for the duration specified ("Trial Period").
2. The Trial Period starts on the date the calls from the Customer or End Customer are forwarded to the AI phone agent and automatically ends and transitions into the paid Subscription at the Fees specified in the Order Form unless the Customer terminates in writing and the Company receives the written termination before the end of the Trial Period.

3. The Customer may request an upgrade to their Subscription Plan at any time by written notice (email sufficient). Upgrades take effect immediately, and the Fees applicable at the time of the upgrade will be adjusted accordingly and apply as of the following Billing Cycle.
4. The Customer may request a downgrade to their Subscription Plan by written notice (email is sufficient). Downgrades take effect at the start of the next Billing Cycle. The applicable Fees will be adjusted from that date. Customer shall not be entitled to any reimbursement for the remaining time of the then-current Billing Cycle.
5. Any upgrade or downgrade is subject to the Company's written confirmation (email sufficient) and the availability of the requested Subscription Plan.

Reselling

1. The provisions of this Section shall apply additionally if the Customer's Subscription of the Services includes Reselling.
2. The Company retains sole discretion to approve or reject any proposed End Customer before the Customer may onboard them to the Services. The Customer must submit the identity and relevant details of each prospective End Customer to the Company for written approval (email sufficient) before activating any sub-account. The Company is not required to provide reasons for rejection. The Customer shall not onboard or provide access to the Services to any End Customer without prior written approval. The Company shall use reasonable efforts to respond to End Customer approval requests within 5 business days.
3. Unless specified otherwise in the Order Form, the Company grants to the Customer during the Term of the Agreement a non-exclusive, non-transferable right to resell the Services according to the extent specified in the Order Form.
4. Any excess usage, whether by the Customer or by End Customers through sub-accounts, shall be charged to the Customer in accordance with the fees set forth in the Order Form.
5. The Customer is free to set the prices applicable to End Customers for the Services in the End Customer Agreement.
6. The Customer is not granted any exclusivity by the Company.
7. The Customer shall resell the Services under the Company brand "Radiant Science" unless White Labelling is included in the Order Form.
8. The Customer shall: (a) use commercially reasonable efforts to promote and market the Services; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to Radiant Science and the Services, or to the public in general; (c) not make any false or misleading representations, warranties or guarantees with respect to the Company and the Services; (d) keep the Company informed as to any problems encountered with the Services (of which the Customer is aware), and communicate promptly to the Company any and all modifications, design changes or improvements of the Services suggested by any End Customer, employee or agent.

9. Except as allowed for in this Section, the Customer shall not use any of the Company's trademarks or logos without the Company's prior written consent (email is sufficient).
10. During the Term of this Agreement, the Company shall not directly solicit End Customers that were introduced to the Company exclusively through the Customer.

White Labeling

1. The provisions regarding Reselling, as supplemented and modified in this Section, shall apply additionally if the Customer's Subscription of the Services includes White Labelling in the Order Form.
2. Unless specified otherwise in the Order Form, the Company grants to the Customer during the Term of this Agreement a non-exclusive, non-transferable right to use the Services for White Labelling according to the extent specified in the Order Form.
3. The Customer may adjust the Services as specified in the Order Form, so that the Customer may offer them under a brand and look and feel of the Customer.
4. The Customer is free to set the prices applicable to End Customers for the Services in the End Customer Agreement
5. If not otherwise agreed in the Order Form, Customer may provide the Services to End Customers with Customers branding, provided that Customer shall be wholly responsible for any trademarks used for such branding, including any claims of infringement of any third party trademarks.

Except as provided in the sections “RESELLING” and “WHITE LABELLING”, the Customer shall not sell, license, publish, display, distribute or otherwise transfer or make available to a third party the Services. Customer shall not distribute or make the Services available through another reseller. Customer shall not attempt to alter, translate, adapt or modify the Services in any manner whatsoever, nor shall it disassemble, decompile or in any way reverse engineer the Company’s Software.

Third-party Applications

1. The Services may integrate with third-party products and services, including but not limited to calendar systems, electronic health records, and practice management software ("Third-Party Applications").
2. To enable integrations, the Customer must generate and provide their own API keys or access credentials from the relevant Third-Party Application. The Company does not provide API keys for Third-Party Applications.
3. The Customer is solely responsible for: (a) maintaining valid accounts and subscriptions with Third-Party Applications; (b) generating and securely managing API keys; (c) ensuring API keys have the correct permissions for the intended use; (d) complying with the terms and conditions applicable to such Third-Party Applications.
4. The Company does not warrant or guarantee the availability, accuracy, or functionality of any Third-Party Applications.

5. The Company is not liable for any failure, interruption, or error caused by: (a) invalid, expired, or revoked API keys; (b) changes to Third-Party Application APIs or functionality; (c) Third-Party Application outages or downtime. Further, the Company's liability shall be excluded where damages suffered by Customer are a result of the functioning of any Third-Party Application.
6. If a Third-Party Application integration ceases to function due to changes outside the Company's control, the Company will use reasonable efforts to restore compatibility, but does not guarantee continued integration.

Input & Output

1. "Input" refers to any data or content provided by the Customer or End Customer (via the Customer) for the purpose of using the Services, including, but not limited to, patient information, clinic details, appointment availability, booking rules, FAQs, and any other materials.
2. The Customer is solely responsible for the accuracy, quality, and legality of the Input. The Customer warrants that it has all necessary rights and consents to provide the Input to Company and to make them subject to the Services.
3. The Company has no obligation to review or maintain any Input or Output and may delete such data in accordance with its data retention policies.
4. The Output is generated by artificial intelligence ("AI") and depends on the quality of the provided input. The Company does not guarantee the Output's correctness or suitability for the Customer's intended purpose and disclaims any responsibility for the accuracy or completeness of the provided output and shall not be liable for errors and omissions in the AI's output, nor for any consequences arising therefrom, including direct or indirect damages. The Customer is responsible for verifying the Output and bears sole responsibility for any actions taken based on the Output.
5. The Customer shall indemnify the Company against all claims by third parties (including patients and End Customers) arising from: (a) the Input provided by the Customer; or (b) the Customer's use of the Output; or (c) the Customer's use of the Services.

Confidentiality

1. The terms of this Agreement are strictly confidential and shall not be disclosed by either party to any third party except its immediate authorized counsels, legal representatives, auditors or affiliates, but only if the recipient needs to receive this information for the purpose of receiving or providing the Services described in these Terms and is bound by an equal non-disclosure obligation either by agreement or by law, or if the recipient is bound to disclose the same pursuant to a final binding order of a governmental agency or court of competent jurisdiction, or by law. Both parties acknowledge and agree that all information, which is not in the public domain or available from other sources disclosed or made available by one party to the other and which is marked by the disclosing Party as “confidential”, or which is by its nature of being a professional, personal, sensitive, business, trade secret considered as confidential shall be treated by the other party as confidential and shall not be disclosed to any third party, except if it is required to disclose it in performance of the Agreement, or pursuant to a final binding order of a governmental agency or court of competent jurisdiction, or by law.
2. If the disclosing party requests that the receiving party return all Confidential / Proprietary Information to the disclosing party, the receiving party shall comply with such request promptly and confirm deletion of such data in writing (email sufficient).
3. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
4. Notwithstanding the above, confidentiality obligations with respect to Patient Data, and any other sensitive health information shall survive termination of this Agreement indefinitely and shall not be subject to the time limitation set out above.

Intellectual Property Rights

1. Subject to these Terms, Company gives Customer a limited, worldwide, time-limited, non-assignable, and non-exclusive license to access and use Company's Services as listed in the Order Form, and in accordance with these Terms, as well as subject to the payment of all Fees.
2. Subject to the rights granted to the Customer under these Terms, title in and to the Software, Services, any portions of it, including all adaptations, enhancements, modifications, improvements and all intellectual property rights therein, including but not limited to all copyright, patent, trade secret rights, and intellectual property rights shall remain in and with Company.
3. Customer shall own all right, title and interest in and to the Customer Data.
4. Customer grants Company the license to use the Customer Data (including Personal Patient Data) to deliver the Company's Services under these Terms and the applicable Order Form.

5. Upon written request within 30 days following the termination of Services, the Customer may request an export of transcripts, metadata, and any related data generated through the Services in a machine-readable format. The Company will provide such data export subject to technical feasibility and applicable legal constraints.
6. The Company implements appropriate technical and organisational security measures to protect Customer Data, including encryption in transit, role-based access control, and audit logging where applicable.
7. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
8. Notwithstanding anything to the contrary, Company shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.
9. Customer gives company prior authorisation to: (a) use aggregated usage pattern data to improve Services and enhance the UX of Company's Services; (b) use anonymised Customer Data for improving Company software models.

Warranties & Disclaimers

1. Company represents and warrants to Customer that the Subscription Services will perform materially in accordance with the Services outlined in the Terms. The material performance of the Subscription Services does not include any functionality or feature that makes use of third-party software or data provided by a third party. For any breach of this warranty, the Customer's exclusive remedy is to forthwith terminate the Agreement and receive a reimbursement of a pro-rated amount of any prepaid fees (where a reseller is involved, any reimbursement shall be made directly to the reseller)
2. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

3. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS OR BENEFIT THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
4. The Company does not guarantee any specific business outcomes, revenue increase, or operational savings resulting from the use of its Services.

Indemnification

1. Customer shall indemnify, defend, and hold harmless the Company (including its managing directors, board, employees, agents, contractors, and other personnel), from and against any claims, costs, damages, losses, liabilities, and expenses (including legal fees) relating to any claims, actions, suits, or proceedings by third parties against the Company arising out of or related in any way to any breach by the Customer of any of the warranties and/or obligations arising out of or in relation to these Terms and its use of the Company’s Services.
2. Company shall indemnify, defend, and hold harmless the Customer (including its directors, employees, agents, contractors, and other personnel), from and against any claims, costs, damages, losses, liabilities, and expenses (including legal fees) relating to any claims, actions, suits, or proceedings by Third Parties against the Customer (“Claims”) arising out of or related in any way to any breach by the Company of any of the warranties and/or obligations arising out of or in relation to these Terms or the Customer’s use of Company’s Services, provided that Company is given prompt notice and complete control of such Claim and that neither Customer nor any of its affiliates take any action that would prejudice Company’s defence of such Claim. Customer shall give Company all reasonable assistance with such Claim. Company shall have the right to change, replace or remove all or any part of the Subscription Services in order to avoid any infringement.
3. The indemnification liability under this Section should be strictly limited to losses that are/were reasonably foreseeable.
4. Should one of the Parties make an indemnification claim under this Clause, neither Party’s total and absolute maximum liability for indemnification for such claim, including for attorney fees, legal fees, regulatory fines, and any direct and/or indirect damages, shall exceed the total amount paid or payable to the Company during the 12-month billing period. In no event shall either party be liable for indirect, special, incidental or consequential loss or damage arising from the non-availability, supply or use of the Subscription Services.
5. Each Party shall use reasonable endeavours to mitigate its losses under these Terms, including any losses under any indemnities set out in these Terms.

6. Customer agrees to indemnify the Company against claims arising from: Customer's or an Authorized Users' breach of these Terms or applicable law (including misuse of the Services, security violations, or unauthorised system access).

Limitation of Liability

1. The Company shall not be liable to the Customer for loss of profit, business, goodwill, anticipated savings, goods, contract, use, or data; losses arising from the acts or omissions of the Company; or for any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.
2. In any event, the total liability of the Company in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising out of or in connection with the Customer's use of the Company's Services shall not exceed the total amount paid to the Company during the 12-months billing period and this total limit of liability shall include attorney fees, legal fees, regulatory fines, and any direct and/or indirect damages.
3. Each Party shall use reasonable endeavours to mitigate its losses under this Agreement.
4. The liability under this Section should be strictly limited to losses that are/were reasonably foreseeable.

Term, Termination and Suspension

1. The Agreement is effective from the Effective Date and will remain in force for the duration of the Initial Term as set out in the Order Form. If no Initial Term is defined in an Order Form, the minimum term shall be one year. The Initial Term may include a Trial Period as defined in the Trial Period and Subscription Changes section.
2. After the Initial Term, this Agreement will renew automatically on a monthly basis unless terminated with 30 days' written notice period. In case a Trial Period is agreed, the Initial Term start automatically upon expiration of the Trial Period, unless Customer terminates the Trial Period prior to its expiration In Writing.
3. Sections that by nature should survive termination (including confidentiality, intellectual property, warranty disclaimers, and limitations of liability) will remain in effect.
4. In addition to any other remedies it may have, either Party may terminate this Agreement for cause: (i) upon 20 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
5. The Company reserves the right to update its pricing, billing intervals, or commercial terms with 30 days' written notice. Customers who do not agree with the changes may terminate the subscription before the changes take effect. Continued use beyond the notice period constitutes acceptance of the revised fees.

6. The Company reserves the right to suspend access to the Services immediately and without liability if the Customer materially breaches these Terms (including non-payment or misuse), provided that the Company notifies the Customer of the reason for suspension reasonably in advance. Services may be reinstated upon resolution of the issue.
7. In case of a data breach or severe security breach and upon advanced notice, Company shall have the right to temporarily suspend access to the Services in order to protect Customer's data until the resolution of the breach. In this case, the parties shall cooperate in solving the problem without undue delay, and the Company shall re-grant access to Customer as soon as possible.

Force Majeure

Neither Party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labour shortages, pandemic, embargo, government orders, or failure of suppliers, internet service, or hosting providers. The affected Party shall notify the other Party promptly and shall use reasonable efforts to mitigate the impact of such events.

Changes to Terms

The Company reserves the right to update these Terms from time to time. Any material changes to these Terms or the DPA will be communicated to the Customer at least (14) days before taking effect via the Dashboard and/or email notification.

Publicity

The Company may reference the Customer's name and logo in its marketing materials, on its website, and in discussions with prospective customers or investors, solely to indicate that the Customer is a user of the Services, unless the Customer requests otherwise in writing.

Dispute Resolution

The Parties agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through good-faith negotiations. If unresolved after 30 days, the Parties may proceed with legal remedies.

Governing Law

- 1 . These Terms shall be governed and construed in accordance with Berlin, German Law, without regard to its conflict of law provisions. Berlin German Courts shall have exclusive jurisdiction to deal with any matters in relation to or arising out of these Terms and the Customer's access to and use of the Company's Services.
- 2 . The Customer agrees that the courts of Berlin shall have exclusive jurisdiction, and waives any objection to venue or forum non conveniens.

General Terms

- 1 . This Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.
- 2 . Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party.
- 3 . If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.
- 4 . No agency, partnership, joint venture, or employment is created as a result of this Agreement. Neither Party has any authority to bind the other Party in any respect.