General terms and conditions

Conditions for using the Zentrana platform in business dealings.

As of **03.11.2026**

This English translation is provided for information only. Only the German version is legally binding.

§ 1 Scope, definitions and precedence

(1) These General Terms and Conditions (the “Terms”) govern the contracts that Tom Gewiese, Obernaglbach 2, 94259 Kirchberg im Wald (the “Provider”) concludes with customers for the Zentrana software with its user interfaces and APIs (the “Platform”) and related services. Additional bookings extend the existing Contract.

(2) The Provider concludes contracts only with businesses (§ 14 BGB), legal entities under public law and special funds under public law.

(3) “Order” means an order placed via the website, “Offer” an offer of the Provider in text form. “Service Description” means the description of the services at https://zentrana.de/en/modules and the pages linked from there, as at the time they are booked, “Price List” the prices and price terms at https://zentrana.de/en/pricing. “Users” are the natural persons to whom the Customer, directly or through the Provider, grants access with rights; within those rights they act for the Customer. “Customer Data” means all data that the Customer and Users enter into the Platform or generate there.

(4) In case of conflict, the services, contract periods and payment methods chosen in the Order or Offer, with individual prices and discounts, take precedence over these Terms, and these Terms over all other documents; arrangements made only for this Contract, including in an Offer, prevail over everything. Numbers of persons in the Order or Offer reflect, in case of doubt, only the position at conclusion of the Contract. The data processing agreement (the “DPA”) takes precedence under § 12; § 11 applies to liability.

(5) General terms and conditions of the Customer become part of the Contract only where the Provider expressly agrees to them in text form.

§ 2 Contract conclusion, trial access, promotions

(1) The Customer is bound to its Order for two weeks from submission. The Contract is concluded when the ordered services are activated, which the Provider confirms in text form. Confirmations before activation are not an acceptance; use before then counts as free trial access, which the Provider may end at any time.

(2) A Contract on the basis of an Offer is concluded by its timely acceptance.

(3) The Provider may make activation conditional on the first payment or an authorisation to collect it. If the first payment is not honoured or is charged back, the consequences under § 8 paragraph 3 apply even without default, announcement and grace period.

(4) The Provider grants trial access, vouchers, discounts and other promotions on the conditions stated for them. Vouchers are neither transferable nor redeemable for cash. When a time-limited price benefit ends, the amount stated in the Order or Offer for the time afterwards applies, otherwise the agreed remuneration without it; this is not a price adjustment. The Provider may demand a higher amount only under § 8 paragraph 4. If the Customer obtained a promotion through incorrect information or contrary to its conditions, the Provider may withdraw it and retroactively charge the remuneration without it, for trial access according to the Price List.

(5) Trial access (called “trial period” in the Platform) ends on the agreed date without termination; free months from a voucher are not trial access. If it is free of charge and no paid continuation has been agreed, the Provider owes no availability under § 4 and is liable on any legal ground for simple negligence only for injury to life, body or health; Art. 82 GDPR remains unaffected. If it is not continued on a paid basis, § 10 paragraph 2 applies. If the Customer requests a switch under § 10 paragraph 3, the Customer owes the monthly remuneration under the Price List for the time during which the Provider continues to provide the services after trial access ends.

(6) § 312i paragraph 1 sentence 1 Nos. 1, 2 and 3 and sentence 2 BGB do not apply.

§ 3 Services

(1) The Provider makes the Platform available as an online service, operates it in a data centre in Germany and may use subcontractors. Its service ends at the point where the data centre connects to the internet; the Customer provides for internet access, end devices and its own connections to third-party systems. The Provider describes the legal system governing this infrastructure and the protection of Customer Data against unlawful government access from third countries at https://zentrana.de/en/terms#switching.

(2) The scope and quality of the services follow from the Order or Offer, the Service Description and the Price List. Services marked as not yet available are owed by the Provider only after they are made available and booked. It gives guarantees only where expressly designated as such.

(3) The Provider may change services for good cause, for example because of technical progress, for security or because the law has changed, if the change is reasonable for the Customer and does not materially reduce the agreed scope of services.

(4) The Provider may discontinue a booked service after announcing it in text form with a notice period of three months, effective at the end of the minimum term or of a later billing period. If a reason for which it is not responsible, such as the loss of an upstream service from a third party, makes further provision unreasonable for it, notice of six weeks to any date is sufficient. The Customer may terminate the Contract at the end of the discontinued service. From that point the remuneration depends on the remaining services.

(5) Whether the processes, settings and decisions of the Customer are lawful is for the Customer to assess; the Provider owes no legal or tax advice. The Customer checks the results of marked artificial intelligence functions before use; their correctness in an individual case is not owed.

(6) The Provider owes additional services such as setup, data migration or customisations only as agreed, and a specific result only if the agreement describes it. Customisations become part of the Platform, also for other customers; confidential information of the Customer in them remains protected under § 12. If an owed result is defective, § 4 applies; rescission and reduction concern only the agreement on the additional service, and the limitation period for claims for defects is one year.

§ 4 Availability, maintenance and defects

(1) The Provider owes an availability of the Platform of 99% on average over the contract time of each calendar year. The Platform is available if Users can log in, measured at the point where the data centre connects to the internet, and access the booked services through the user interface and the described APIs.

(2) Maintenance does not count as downtime if the Provider announced it at least 24 hours in advance in the Platform or in text form, or if it serves to avert an acute threat to security or data, as long as it does not exceed eight hours per calendar month in total. Outages for reasons within the sphere of responsibility of the Customer likewise do not count.

(3) Downtime is a defect only to the extent that it exceeds 24 hours per continuous outage, 36 hours per calendar month or the share that the owed availability allows.

(4) The Customer reports defects without delay in text form and helps to clarify them. The Provider may also remedy defects by a reasonable workaround. The Customer may deduct a reduction only if it is undisputed or has been finally determined; it may reclaim any overpayment.

§ 5 Rights of use and data

(1) For the duration of the Contract the Customer receives the non-exclusive right to use the Platform within the agreed scope for its own purposes. Subletting and use for third parties require the consent of the Provider in text form.

(2) The Customer uses the Platform only through its user interfaces, not in an automated way, and the described APIs; it does not circumvent protective measures and does not investigate the program code, structure or security arrangements. § 69d and § 69e UrhG, agreed tests and reviews under the DPA remain unaffected.

(3) The rights in the Customer Data remain with the Customer; the Provider may use the data insofar as the Contract provides or a law requires.

(4) The Provider may compile usage metrics that do not identify any person and evaluate them for operation, security, further development, sales and customer support, aggregated across customers also after the Contract ends; § 3 of the DPA governs the details.

(5) The Provider may use suggestions of the Customer and its Users for the Platform free of charge and without restriction, except for confidential information under § 12.

§ 6 Customer obligations

(1) The Customer ensures that each access is used by only one specific natural person. It keeps access credentials and keys secret and gives them only to the person or body they are intended for; if there are indications that unauthorised persons know them, it informs the Provider without delay. It blocks accesses of persons who no longer work for it without delay. It is responsible for breaches by its Users as for its own.

(2) “Contract administrators” are the Users with active access who may manage the Contract in the Platform. The Customer ensures that at least one of them can be reached by email at all times.

(3) The Customer does not post unlawful content, does not transmit malware, does not use the Platform unlawfully, does not overload it and tests its security or resilience only by agreement in text form.

(4) The Customer itself safeguards the co-determination rights of an employee representation body before introducing, changing or applying functions.

(5) If third parties make claims against the Provider because of a breach of § 5 or § 6, the Customer indemnifies the Provider, including against reasonable defence costs, unless it is not responsible for the breach. Claims acknowledged or settled without the consent of the Customer are covered by the indemnity only insofar as they existed.

§ 7 Unlawful content, blocking and contact point

(1) The Provider is not required to check content of the Customer on its own initiative. It accepts notices of unlawful content and complaints against its measures at info@zentrana.de; a person decides on them.

(2) If content is unlawful or an authority or court in the Union demands that it be blocked or removed, the Provider may block or remove it if the Customer does not remove it without delay after a request in text form or if urgency requires. If that is not sufficient, the Provider may block accesses of the Customer. If a notice sets out the unlawfulness of content in a comprehensible way and the Customer does not refute it within a reasonable period after it is forwarded in text form, the Provider may block the content until the notice is refuted or withdrawn.

(3) The Provider may block content or accesses of the Customer if there is good cause, such as misuse of access credentials, a threat to the security of the Platform or seriously unauthorised use.

(4) For every measure under this section the Provider chooses the mildest effective means, states the reason to the Customer in text form at the latest when the measure begins and lifts blocks as soon as their reason ceases.

(5) The single point of contact under Art. 11 and 12 of Regulation (EU) 2022/2065 (Digital Services Act) is info@zentrana.de or +49 160 92595136, reachable in German and English.

§ 8 Prices and payment

(1) The remuneration from the Order or Offer applies, otherwise the Price List as at conclusion of the Contract, after adjustments under paragraph 4 as at the time the last one takes effect, and for a service missing from it as at booking, in each case plus value added tax.

(2) The Provider charges the ongoing remuneration in advance for each billing period, additional services monthly according to effort expended, others after performance, an owed result after acceptance. Invoices are payable within 14 calendar days of receipt unless they state a later date.

(3) If the Customer is in default with a not insignificant amount, the Provider may block the accesses of the Customer after announcement in text form and a grace period of at least 14 calendar days until the arrears are paid. The remuneration remains owed. The Customer Data is retained, with export and viewing of the Contract remaining possible.

(4) The Provider may adjust the remuneration for all services at the start of a billing period, at the earliest after the minimum term has expired. It announces the adjustment in text form at least six weeks in advance, pointing out the right to terminate. The Customer may terminate the Contract with effect from the date the adjustment takes effect.

(5) If the Customer has given a SEPA direct debit mandate, the Provider collects the invoice amounts on a day announced at least 14 calendar days in advance. The Customer bears the costs of a chargeback unless it is not responsible for it; after that the Provider may require another customary payment method.

(6) The Customer consents to invoices in any permissible electronic form.

(7) Set-off and retention are permitted to the Customer only with counterclaims that are undisputed, finally determined, ready for decision or in a reciprocal relationship with the claim.

§ 9 Term and termination

(1) The minimum term and its start follow from the Order, the Offer or a later agreement; otherwise it is 1 month for monthly billing and 12 months for annual billing, and begins with the first full calendar month after activation, or after an agreed free period, from its end. After the minimum term expires, the Contract, if not terminated, renews each time by one billing period. The billing period is the calendar month or, for annual billing, the contract year from the start of the minimum term.

(2) The Customer may terminate at the end of the minimum term and after that at the end of each billing period. It may also terminate individual services, except for the scope that the Service Description always includes. Notice of termination must be received one month in advance: always for annual billing, otherwise only for the end of a minimum term exceeding 1 month.

(3) The Provider may terminate with a notice period of three months, to the end of the minimum term or of a later billing period, and also to the end of any month from which no remuneration is agreed any longer.

(4) Terminations require text form.

(5) Termination for good cause and under the DPA remains unaffected. Good cause exists in particular if the Customer is in default with amounts equal to two monthly remunerations and does not settle the arrears within 14 calendar days after a reminder, or if after a warning the Customer seriously breaches § 5 or § 6.

§ 10 End of contract, data export and switching provider

(1) During the term of the Contract the Customer can export the exportable data.

(2) After the Contract ends, the Provider makes the exportable data available for retrieval for 30 calendar days. After that, or earlier on request, it deletes the Customer Data completely, copies in backups under the DPA. Data that it must retain itself and, for as long as it needs them to defend against claims, its own records on the business relationship, it keeps in blocked form.

(3) The Customer may demand in text form a switch to another provider or to its own environment, or the deletion of the Customer Data. The transition period begins two months after receipt of the demand, at the earliest with notification of where the Customer is switching to.

(4) The transition period lasts at most 30 calendar days and ends with the successful completion of the switch. During it the Provider enables the transfer of the exportable data, supports the Customer and its appointees appropriately, continues to provide the agreed services without avoidable interruption and names known risks to their continuation. It supports exit planning with the necessary information and maintains a high level of security until the end of the period under paragraph 2. Blocks under § 7 or § 8 paragraph 3 remain permissible, but not for export and transfer.

(5) If the transition period cannot be met technically, the Provider informs the Customer of this, with reasons, at the latest 14 working days after the demand and names a different one of at most seven months. Before it expires the Customer may extend the transition period once in text form by a period of its choice. The agreed remuneration applies to the services during the transition period, after the end of trial access § 2 paragraph 5.

(6) If the Customer has stated where it is switching to, the Contract ends when the transition period expires, even if a termination or the end of trial access would end it at a different time, unless the Customer requests the end to coincide with the date its termination takes effect; if the Customer has demanded deletion, two months after receipt of the demand. The Provider notifies the end of the Contract in text form. With annual billing the remuneration remains owed for the billing period running at the time of the demand, and pro rata for later ones. If the Contract ends in this way before the minimum term expires, the Customer repays discounts received because of that term or for its duration, at most the remaining remuneration until its expiry.

(7) Exportable, exhaustively, is all data that the Customer or Users have entered or that has arisen directly or indirectly through their use, including metadata, but not the records of the Provider on the business relationship. Excluded is solely data whose export could disclose security measures or trade secrets of the Provider: access secrets and confirmation codes, including hashed ones, hashed or encrypted payment data, data securing sign-in, technical control and error data, identifiers and connection data of the Provider, its employees, service providers and sales partners, and its internal assessments and planning data. This exception does not delay the switch. Export and the switch itself are free of charge.

(8) The Provider describes procedures, data structures, formats and known limitations at https://zentrana.de/en/terms#switching.

(9) The Provider makes an open interface for all exportable data available to the Customer and its new provider, described at https://zentrana.de/en/terms#export-format.

§ 11 Liability

(1) The Provider is liable for intent and gross negligence, including of its representatives and agents, for injury to life, body or health, to the extent of a guarantee, under the Product Liability Act and under Art. 82 GDPR, including compensation between the Provider and the Customer. Exclusions of liability, limitations of liability and shortened limitation periods in these Terms do not apply in these cases, but otherwise apply to claims for damages on any legal ground, including under the DPA, and for the benefit of the employees, representatives and agents of the Provider.

(2) In cases of simple negligence the Provider is liable only if it breaches an essential contractual duty, and only for the damage typical for the contract that was foreseeable at conclusion of the Contract or booking of the service concerned. A duty is essential if its fulfilment first makes proper performance of the Contract possible and the Customer regularly relies, and may rely, on its observance; this always includes storage of the Customer Data, its protection against loss and unauthorised access, its confidential treatment and the duties under § 10.

(3) Liability of the Provider for all damaging events of a calendar year together is limited to the agreed net remuneration for the twelve months before the first of these events, at least to 25,000 euros.

(4) Strict liability for defects that already existed at conclusion of the Contract or booking of the service concerned (§ 536a paragraph 1 BGB) is excluded.

(5) The limitation period for claims against the Provider for damages or reimbursement of futile expenditure is one year.

§ 12 Data protection, confidentiality, reference

(1) The Data processing agreement (DPA) under Art. 28 GDPR comes into being as a separate contract when the Customer accepts it, at the latest with the Contract. It applies to every processing of personal data on behalf of the Customer and takes precedence over these Terms in that respect.

(2) For everything else, the Privacy statement explains how personal data is processed.

(3) Each party keeps recognisably confidential information of the other party secret, also after the Contract ends. Each party may pass it on only to employees, advisers, insurers, service providers, investors and prospective acquirers who are bound to secrecy, or insofar as a legal obligation or the protection of its own rights requires it.

(4) The Provider may name the Customer as a reference with name, logo and link, without state emblems, until objection or the end of the Contract; afterwards it removes the mention within a reasonable period.

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§ 13 Changes to the Terms and the DPA

(1) The Provider may change these Terms and the DPA with effect for the future if the change is reasonable for the Customer, does not shift the balance of performance and consideration to its disadvantage and is supported by an objective reason, such as a change in the law, technology or the Platform. Services, remuneration, term and the annexes of the DPA are excluded. § 8 paragraph 4 applies to the remuneration.

(2) The Provider notifies changes in text form at least six weeks before they take effect. Until the end of the previous day the Customer may object in text form; otherwise they are deemed accepted when they take effect. The notification points out the period, the right to object and this consequence separately.

(3) If the Customer objects, even in part, none of the changes takes effect; § 9 remains unaffected.

§ 14 Concluding provisions

(1) The Provider may send declarations by email to the contract administrators or to an address named by the Customer for the Contract. Where the Contract requires text form, an email suffices; the Customer may also make such declarations in the Platform.

(2) The Provider may transfer the Contract together with the DPA to a company that continues the business unit to which the Contract belongs. It notifies the Customer of the transferee and the transfer date in text form at least six weeks in advance; the Customer may terminate the Contract with effect from that date until the end of the previous day.

(3) German law applies, excluding the UN Sales Convention.

(4) If both parties are merchants, legal entities under public law or special funds under public law, or if the Customer has its registered office outside Germany, the Provider's place of business is the exclusive place of jurisdiction for disputes arising from the Contract; the Provider may also sue at any statutory place of jurisdiction.

(5) The contract language is German; the English version is not binding.

This version dated: 03.11.2026

Annex: Data processing agreement (DPA)