

Provider: BERYK Consulting GmbH, Friedrichstr. 155, 10117 Berlin, represented by André Rüdiger, Register court Amtsgericht Charlottenburg, HRB 233480 B, VAT ID DE346527829, email: contact@quupp.com (hereinafter the "Provider")

As of: 14 October 2026

§ 1 Scope

- (1) These GTC apply to all contracts between the Provider and the user regarding use of the quupp platform (hereinafter the "Service"), through which users may upload documents that are analysed and processed using AI language models.
- (2) The Service is directed exclusively at entrepreneurs within the meaning of § 14 BGB whose registered office is in the European Union, and only in the member states accepted for a billing address. Cyprus and Malta are excluded. Consumers within the meaning of § 13 BGB are excluded from use.
- (3) Deviating, conflicting, or supplementary terms and conditions of the user shall not become part of the contract unless the Provider expressly agrees to their application in writing.
- (4) The parts of the contract rank as follows: (a) the data processing agreement (AVV), insofar as personal data are concerned; (b) the confidentiality agreement; (c) the test terms of use, for as long as a test participation exists; (d) these GTC; (e) the description of services and prices on the platform. In the event of a conflict, the higher-ranking provision prevails.

§ 2 Subject matter of the contract / description of services

- (1) The Provider makes available a platform through which registered users may upload documents. The documents are analysed using AI language models hosted locally or at a processor, and the result is made available to the user.
- (2) AI-assisted analysis is performed automatically. The AI can make errors when processing the documents. The Provider gives **no warranty as to the substantive accuracy, completeness, or legal binding effect** of the analysis results produced. The results do **not constitute legal, tax, or other professional advice**. They must be reviewed by a suitably qualified person before any further use. Generated and calculated content, for example the risk score, consists solely of indications.
- (3) The Provider is entitled to change the AI models and sub-processors used in the course of technical development, provided that the level of service is not materially degraded as a result.
- (4) The Provider endeavours to ensure high availability of the platform but does not guarantee uninterrupted availability. Maintenance work will, where possible, be announced with reasonable notice; maintenance that cannot be postponed (e.g. to remediate security incidents) may also be carried out at short notice or without prior announcement. The Provider's liability for resulting downtime or data loss is governed by § 9.

§ 3 Conclusion of contract and registration

- (1) Use of the Service requires registration. By completing registration, the user submits a binding offer to conclude a user agreement, which the Provider accepts by activating the account.
- (2) As part of registration, the user confirms:
 - that they have read and accept these GTC and the privacy policy,
 - that they are at least 18 years old and have unlimited legal capacity.
- (3) Registration is possible only as an entrepreneur. On registration the user confirms that they are acting as an entrepreneur within the meaning of § 14 BGB. § 8 applies.
- (4) The user is obliged to provide truthful information when registering and to treat login credentials confidentially.
- (5) The user represents that neither they nor the company for which they register is subject to a sanction under the law of the European Union, the Federal Republic of Germany, the United States, the United Kingdom, Switzerland, or the United Nations, and is not controlled by such a person or such a company.

(6) If the representation in paragraph 5 is untrue, or if such a sanction arises, the Provider may lock and delete the account.

§ 4 User obligations and authorisation to upload documents

(1) The user represents that they are authorised to upload all personal data and other data contained in any document. This applies in particular to documents containing personal data of third parties (e.g. employee data of an employer).

(2) If the user culpably breaches the duties under this § 4, the user shall indemnify the Provider against all third-party claims asserted against the Provider as a result, including official measures, fines, and reasonable costs of legal defence. The user shall in addition compensate the Provider for all loss and expenses the Provider incurs from such a breach, including contractual penalties that the Provider's subcontractors assert because of content the user uploaded. The Provider informs the user without undue delay of claims asserted and gives the user an opportunity to comment.

(3) The user may not upload special categories of personal data within the meaning of Art. 9(1) GDPR. These include in particular health data, data concerning sex life or sexual orientation, genetic and biometric data for the purpose of uniquely identifying a natural person, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, and trade union membership. The user represents that uploaded documents do not contain such data.

(4) The user may not use the Service for unlawful purposes, in particular not to upload content to which they have no rights, or to process data they are not authorised to disclose.

(5) The Provider is entitled to temporarily suspend access to the Service if there is justified suspicion of a breach of paragraphs 1–4 and paragraph 6.

(6) The user represents that they will not upload documents that carry an official classification. This includes in particular VS-NfD, VS-Vertraulich, Geheim, and Streng geheim, and equivalent foreign classifications.

§ 5 Confidentiality and ownership of content

(1) Protection of the documents uploaded by the user and of the results generated from them is governed by the confidentiality agreement, which becomes part of this contract when registration is completed. It is available at <https://www.quupp.com/en/hilfe/vertraulichkeit>.

(2) Without prejudice to the confidentiality agreement, the Provider may evaluate aggregated operational metrics that contain no document content and no personal data, namely runtimes, error rates, and classification statistics. Uploaded documents and the analysis results generated from them are not evaluated for the Provider's own purposes. This does not constitute use for training AI models.

(3) All documents uploaded by the user and their contents remain the property of or otherwise owned by the user or other rights holders. The Provider does not acquire ownership or any rights beyond fulfilment of the contract. The Provider is granted only the simple, non-exclusive, non-transferable right of use required to perform the analysis services owed under the contract. The metrics under paragraph 2 contain no document content. This right of use ends when the respective data is deleted in accordance with the periods stated in the privacy policy.

(4) If the user voluntarily submits feedback, improvement suggestions, or ideas regarding the Service ("Feedback") to the Provider, they grant the Provider the right to use such Feedback without restriction in time or content, free of charge and without purpose limitation, to further develop and improve the Service. Paragraph 3 relates to uploaded documents and analysis results and remains unaffected by this provision.

§ 6 Prices and payment terms

(1) Services rendered are billed on a monthly basis. The current prices are visible on the platform.

(2) Payment by SEPA direct debit and credit card is made through Mollie B.V., Keizersgracht 126, 1015 CW Amsterdam, the Netherlands. After a successful verification of the billing details, or once the Provider has enabled it, payment by invoice is also possible. The Provider issues the invoice.

(3) All prices are exclusive of statutory value added tax unless stated otherwise.

(4) Changes to prices are made in accordance with § 12(5).

(5) Fees are invoiced on the last day of the current month. The Provider may issue a separate invoice if the current claim exceeds the usual average of previous months by at least 50 percent, or exceeds a threshold agreed with the user. If no threshold has been agreed, the Provider may do so once the balance reaches 500 euro.

(6) The Provider provides the invoice by email as a PDF with the invoice data embedded in ZUGFeRD format. The user agrees to receive invoices this way.

(7) For SEPA direct debit and credit card, Mollie B.V. collects the fees on behalf of the Provider. The user authorises the Provider to collect fees incurred via that means of payment. The user bears the cost of a returned direct debit or of a payment that cannot be executed, unless the user observed due care or the loss would have arisen even if that care had been observed.

(8) Claims are due and payable when the invoice is received, unless the invoice states a payment period. If the user does not pay within 10 days of receipt of the invoice, or not within the period stated in the invoice, the user is in default without a further reminder (§ 286(2) Nos. 1 and 2 BGB). Default interest of 9 percentage points above the base rate applies (§ 288(2) BGB).

(9) If the user is in default, the Provider may claim the flat rate of 40 euro under § 288(5) BGB. The Provider does not charge reminder fees. The right to claim further default loss is reserved; the flat rate is credited against it.

§ 7 Exclusion of consumers

(1) Consumers within the meaning of § 13 BGB are excluded from use of the Service. No contract is formed with a consumer.

§ 8 Special provisions for entrepreneurs

(1) The user acts as an entrepreneur (§ 14 BGB). Consumer-protection provisions, in particular a right of withdrawal, do not apply.

(2) When registering, the entrepreneur must provide company name, an address valid for service of process, and, if established elsewhere in the EU, their VAT identification number.

(3) If the entrepreneur uploads documents via their account that contain personal data of third parties (in particular their own employees or customers), the separately provided **Data Processing Agreement (AVV)** automatically becomes part of the contractual relationship upon activation of the business account. The entrepreneur is separately informed of this upon registration.

(4) Set-off by the entrepreneur is excluded unless their counterclaims are undisputed or have been finally established. The entrepreneur may exercise a right of retention only to the extent their counterclaim is based on the same contractual relationship.

§ 9 Liability

(1) The Provider is liable without limitation for intent and gross negligence, for injury to life, body, or health, under the German Product Liability Act, and to the extent of any guarantee given.

(2) In the event of a slightly negligent breach of essential contractual duties, the Provider is liable only for damage typical of the contract and foreseeable at the time the contract was concluded. Essential contractual duties are duties the fulfilment of which makes proper performance of the contract possible in the first place and on whose observance the user may regularly rely, in particular the duty to treat uploaded documents confidentially.

(3) Any other liability for slight negligence is excluded.

(4) For loss of data, the Provider is liable only to the extent the loss would have occurred even if the user had made proper and regular backups. The user keeps their own copies.

(5) In the cases of paragraph 2, liability is additionally limited to the fees the user paid for the Service in the 12 months before the event giving rise to the damage, but to no less than 5,000 euro.

§ 10 Term and termination

- (1) A paid subscription renews automatically for one further month at the end of the usage month unless it has been cancelled.
- (2) Cancellation is possible until one day before the subscription expires in the current month.
- (3) The single licence is the single-user account without a current monthly subscription. If a paid subscription is cancelled, the user falls back to the single licence. Existing projects remain for a period of 30 days but cannot be edited. Analyses of documents can still be exported during that period. After the 30 days, the projects are deleted. Documents uploaded by the user remain accessible via "My area" → "My documents".
- (4) The right to extraordinary termination for good cause remains unaffected, in particular in the event of breaches of § 4.
- (5) After the user agreement ends, the user's data is deleted in accordance with the periods stated in the privacy policy.

§ 11 Data protection

Information on the processing of personal data is set out in the separately provided privacy policy, which is an integral part of this contract.

§ 12 Final provisions

- (1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) If the user is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction is the Provider's registered office.
- (3) Should individual provisions of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.
- (4) The Provider is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.
- (5) The Provider may amend these GTC and the prices with effect for the future if the amendment is reasonable for the user, taking into account the interests of both sides. The Provider notifies the amendment in text form at least 30 days before it takes effect. The user may terminate the contract without observing a notice period, with effect from the time the amendment takes effect, until that time. The Provider specifically points out this right of termination in the notice. The right of termination does not exist if the amendment operates exclusively in the user's favour or is based solely on a change in statutory taxes or levies.
- (6) In the event of discrepancies between language versions, the German version prevails.