

Draft — pending legal review. Not yet in force.

Uprelic — Terms of Service: Consumer

English version. A German version is published alongside it; § 26.3 governs which version is binding. Where a German statutory concept is decisive, the German term and citation are given in parentheses.

§ 1 Provider, scope, definitions

1.1 Who we are

The provider of the Services is:

Uprelic GmbH Liebenwalder Straße 16, 13347 Berlin, Germany Register court: Amtsgericht Berlin (Charlottenburg), HRB 288877 B Managing Director (Geschäftsführer): Marco Herzog Email: info@uprelc.com

Our full provider information under § 5 DDG is in the imprint at uprelc.com/imprint.

1.2 What these Terms cover

These Terms of Service: Consumer (the "Terms"; referred to as the "Individual Terms" where another document needs to distinguish them from the Terms of Service: Commercial, which those documents call the "Business Terms") govern your use of the Services if you use them

- as a Guest, without an Account,
- with a free Account, or
- with an individual paid Plan.

They form a contract between you and Uprelic GmbH.

1.3 What these Terms do not cover

- If your access comes from a **company workspace** or a **seat** paid for by an organisation, the **Business Terms** (uprelc.com/legal/business-terms, as amended; version and date shown on the page) govern that use instead.
- If you have a personal Account and also join a company workspace, these Individual Terms govern your personal Account, and the Business Terms govern everything you do inside that

workspace, including the Content you create there. The organisation, not you, controls workspace Content.

- **Your mandatory rights as a consumer against us remain in place regardless of which of the two documents applies to a particular use.** Consumer status under § 13 BGB follows the facts, not the document.

1.4 A personal workspace never changes hands without you

A workspace on your personal Account can come under the control of an organisation **only if you accept that transfer in the product**. Before it happens we tell you which organisation it is, what the organisation will be able to see and do, and we give you the opportunity to export or move the affected Content first. **We never transfer control of a personal workspace without your acceptance, unless we are legally required to do so — for example by an enforceable court or authority order.** In that case we inform you before the transfer takes effect, so far as the law allows us to.

Where an Account is created from the outset under a verified organisational domain, and this is disclosed at signup, the organisation's control is part of that arrangement from the start and the Business Terms apply to it.

1.5 Consumer provisions

Some clauses in these Terms apply only if you are a **consumer** within the meaning of § 13 BGB — a natural person entering the contract for purposes outside their trade, business or profession. Those clauses are marked "(consumers only)". If you use the Services predominantly for your trade, business or profession, you are an entrepreneur (Unternehmer, § 14 BGB), and the consumer-only clauses — in particular the right of withdrawal (§ 8) — do not apply to you. **Where checkout asks you for your status, what governs is the actual position, not what is ticked.**

1.6 Which documents form the contract

The contract consists of these Terms together with the documents they expressly incorporate: the **AUP** (§ 17), the **Credit Guide** (§ 6.2), the **Service Description** (§ 2.1) and the annexes. Each of those documents shows its version and date on its page; the version in force when you conclude the contract applies to you, and changes to it follow § 22 and § 6.6.

Your rights under § 327e Abs. 3 S. 2 BGB — under which our public statements about the product, including advertising, form part of the quality we owe — and under § 305b BGB — under which an individual agreement takes priority over these Terms — remain unaffected.

1.7 Definitions

Term	Meaning
Services	The Uprelic platform in all its forms: the web application at uprelic.com, our iOS and Android apps where offered, our

Term	Meaning
	Slack app, our APIs where offered, and everything they make available.
Account	Your personal registered access to the Services, identified by your email address and your handle.
Guest	Someone who uses the Services without an Account — for example by opening a share link, viewing a public project or forum post, or continuing ("forking") a shared chat into a guest session.
Plan	The free tier or a paid subscription (currently Plus, Pro, Max) with the feature set, Credit allowance and limits described on our pricing page.
Input	Everything you send to the Services for processing: prompts, instructions, files, images, audio, links, and data pulled in from a Connected Account at your instruction.
Output	Everything the Services generate in response to an Input: text, code, documents, spreadsheets, diagrams, images, transcripts, summaries, and analyses.
Actions	Operations the Services perform beyond generating Output — software manipulation, data processing and system interactions. This includes, in particular, operations our agent performs in a Connected Account on your behalf (sending an email, posting a message, creating or changing an issue, file or record), code it executes in a Sandbox, requests it makes to third-party websites and services, and steps an Automation performs while you are not present.
Content	Input, Output, and anything else you upload, create, store or publish through the Services, including Artifacts, forum posts and comments.
Public Content	Content you make accessible beyond your Account: forum posts and comments, public projects, published Artifacts, and anything you make reachable via a share link.
Connected Account	An account you hold with a third-party service (for example Slack, Gmail, Google Drive, Notion, Atlassian/Jira, Figma, GitHub, Fathom, or a service brokered through our integration partner) that you authorise us to access on your behalf.
Automation	A workflow you configure in the Services that runs unattended — on a schedule, on a webhook, or triggered by an event in a Connected Account — and that can call AI models, use Connected Accounts (including Actions), fetch web content, and process files.
Sandbox	An isolated Linux environment in which the Services execute code at your instruction or at the instruction of the agent acting for you.

Term	Meaning
Credits	The unit of account in which we measure your use of the Services (§ 6).
Artifact	A structured document the Services produce and store for you — for example a text document, a DOCX with tracked changes, a PDF report, a spreadsheet, a diagram or an image.
AUP	Our Acceptable Use Policy at uprelic.com/legal/acceptable-use , as amended; version and date shown on the page.
Subprocessor Page	Our published list of the service providers we engage, including the AI model providers, at uprelic.com/legal/subprocessors . It is not part of the contract; it informs you.
Credit Guide	The Credits section of the Service Description — what consumes Credits, what does not, and the factors that determine consumption — at uprelic.com/legal/service-description , as amended; version and date shown on the page.
Service Description	Our published description of the current feature set, linked from uprelic.com/legal , as amended; version and date shown on the page.

§ 2 The Services

2.1 What the Services are

Uprelic is an AI work platform. It lets you chat with AI models, search and retrieve your own material, connect third-party accounts and let an agent work in them, build Automations, run code in Sandboxes, and produce and share documents and other Artifacts. The current feature set is described in the Service Description, which forms part of this contract.

Changes to the Service Description that affect the scope of what we owe you under the contract are governed by § 22.1 and § 327r BGB. We cannot reduce the agreed scope by rewriting that document.

2.2 We bundle third-party models and tools

The Services are, in substantial part, infrastructure that bundles AI models, tools and data sources operated by third parties. We select and integrate them; we do not build or control them.

- We are not responsible for the models, tools and services of third parties as such. Their providers may change, degrade, restrict or discontinue them at any time, and we may have to follow that change.
- Third-party models, tools and content are third-party materials. Your use of them may be subject to the third party's own terms (see § 9 and § 12).

This does not limit our own obligations to you under § 19 and § 20. Where we engage a provider to perform our own obligations to you — in particular the AI model providers we route your requests to — that provider is our Erfüllungsgehilfe and § 20.6(b) applies.

2.3 Model catalogue, substitution and failover

- Which AI models you can select depends on your Plan. The catalogue is published in the product; the providers serving it are listed on the Subprocessor Page.
- **We replace a model only with a model that is equally or better suited to the agreed purpose of use, so far as such a model is available to us.** Where no such model is available, or where a substitution otherwise results in a not merely insignificant deterioration for you, § 22.1 (§ 327r BGB) applies, including your right to terminate free of charge.
- If a provider fails or is unavailable, we may route your request to another model or provider **for the duration of the outage** without notifying you in advance; such temporary routing is not a replacement within the meaning of the previous bullet. Where a substitution persists beyond an outage, § 22.1 applies and we inform you.
- Beyond that, adding, changing or retiring models and model providers is a change to the Services and follows § 22.1.

2.4 What happens when your Credits run out — please read this

If your Credit balance reaches zero, AI processing continues on the model included in the free tier (§ 4) until your allowance renews or you buy a top-up. The models you selected on your Plan are not available to you while the balance is at zero, and we tell you in the product when this is happening. You pay nothing for this processing; it consumes no Credits.

This is a material characteristic of every paid Plan, not a defect and not a withdrawal of the Services. **It is not a replacement of a model within the meaning of § 2.3**, whose quality floor governs which models we put in the catalogue and what we may swap them for; it is the described behaviour of the Credit allowance itself once the allowance is spent, and it ends the moment your allowance renews or you top up. The free-tier model is subject to the fair use limits published for the free tier.

The free tier has no Credit balance to run out of: it uses that same model (§ 4) from the outset. We disclose all of this here, on the pricing page and in the product.

2.5 Limits

Plans carry hard limits, in particular on parallel chat generations and on the number of active scheduled Automations. The current limits are on the pricing page and in the Service Description. They are part of the product you buy; § 22 governs changes to them.

2.6 Availability

We aim for high availability but do not offer a contractual availability percentage for individual Plans. Maintenance, third-party outages and provider changes can interrupt the Services. **The objective requirements for digital products, including continuity of supply (§ 327e Abs. 3 S. 1 Nr. 2 BGB), apply in full (§ 19.2).** Your statutory rights under § 19 are unaffected.

§ 3 Registration, Account, Guests

3.1 Who may register

- You must be at least **16** years old to create an Account (Art. 8 GDPR, as applied in Germany).
- **If you are under 18, you may only create an Account with the consent of a parent or guardian, and we may ask you to confirm that consent.** Without it the contract is provisionally ineffective; it becomes effective if a parent or guardian ratifies it (§§ 107, 108 BGB).
- You must be at least **18** years old, and have full legal capacity, to purchase a paid Plan or a top-up (§§ 104 ff. BGB). We do not rely on § 110 BGB.
- You may not create an Account if we have previously terminated an account of yours for cause, unless we agree in writing.

3.2 Your Account data

You must give accurate, complete and current registration data and keep it current. We block registrations from disposable email domains. One person, one Account; Accounts are personal and may not be shared or transferred.

3.3 Credentials

Keep your login credentials confidential. Do not let anyone else use your Account. Tell us without undue delay at security@uprelic.com if you learn or suspect that your Account has been accessed by someone else. We may lock an Account if we have reasonable grounds to believe it has been compromised.

3.4 Handles

Your Account has a public handle. The handle is permanent and cannot be changed; your display name can. You may not choose a handle that impersonates another person or organisation, infringes a trademark, or is unlawful or offensive. We may reclaim or change a handle that breaches this rule, that belongs to a right holder who asks for it, or that is inactive and needed for operational reasons. We will tell you if we do.

3.5 Guests

You may use parts of the Services without an Account — by opening a share link, viewing public content, or continuing a shared chat in a guest session.

These Terms bind you as a Guest only so far as you had a reasonable opportunity to take notice of them before you used the Services (§ 305 Abs. 2 BGB). We therefore keep what we ask of Guests short, and they are published at uprelic.com/legal:

- the **AUP** (§ 17),
- the rules on AI Output and Actions in §§ 13.1–13.2,
- the restrictions in § 16.2, and
- § 20 (liability), which works in your favour.

A guest session is free of charge and creates no payment obligation. We process the data in it only to provide the session itself and to meet our legal duties, so the pre-contractual information duties for distance contracts do not attach to it (§ 312 Abs. 1a S. 2 BGB). If you register or buy a Plan, you receive the pre-contractual information and the instructions on withdrawal at that point (§ 8).

Guest sessions carry no Account, no Plan entitlements, no storage guarantee, and may be discontinued at any time.

3.6 Content you reach through a share link

If someone shares Content with you, they — not we — decide what you see. We do not check whether they were entitled to share it.

§ 4 The free tier

4.1 The free tier is a contract

If you register without buying a Plan, you get an ongoing free contract for the free tier, with the feature set and limits published on the pricing page (currently: use of an efficiency model designated by us, with no Credit allowance and without scheduled Automations). You pay no money. You do provide us with personal data, which is why the free tier is a consumer contract under § 312 Abs. 1a BGB and carries a right of withdrawal (§ 8.6).

4.2 Consumer protection still applies

For consumers, the free tier is **not** a legal no-man's-land. Because we process your personal data in connection with it, the statutory regime for digital products applies to it as well (§ 327 Abs. 3 BGB). In particular:

- the conformity and warranty rules in § 19 apply to the free tier, and

- the statutory update duty (Aktualisierungspflicht, § 327f BGB) applies to the free tier.

We therefore do **not** disclaim warranty for the free tier.

4.3 What we do reserve

- We do not offer a contractual availability level for the free tier.
- We may change the free tier's scope, allowance and limits, and we may discontinue it entirely. Changes and discontinuation follow § 22 (reason, notice on a durable medium, objection, termination), and we will give you a reasonable period and an export window (§ 23.4) before a discontinuation takes effect.
- We may terminate a free Account with a notice period of one month, and for cause without notice (§ 23).

§ 5 How the contract is concluded

5.1 Free Account

The contract for the free tier is concluded when you complete registration and we activate your Account. Before you complete registration we give you the pre-contractual information for distance contracts, the withdrawal instructions and the model withdrawal form (§ 8.6). The objective requirements for digital products apply to the free tier in full (§ 19.2).

5.2 Paid Plans and top-ups

- The presentation of Plans and top-ups on our website is an invitation to order, not a binding offer.
- You configure your order in checkout. Immediately above the order button we show you, in clear and prominent form, **the information required by § 312j Abs. 2 BGB — that is, the information under Artikel 246a § 1 Absatz 1 Satz 1 Nummer 1, 5 bis 7, 8, 14 und 15 EGBGB**. In practice this covers the essential characteristics of the Plan, the total price including taxes and all additional charges, the term and the minimum duration of your obligations, the conditions for termination, and the functionality, compatibility and interoperability of the digital product.
- The order button is labelled **"zahlungspflichtig bestellen"** (order with obligation to pay) or equivalently unambiguous wording (§ 312j Abs. 3 S. 2 BGB). By clicking it you make a binding offer.
- We accept your offer by confirming the order or by making the paid Plan available, whichever happens first.

5.3 Order process and correction (§ 312i BGB)

Before you submit your order we show you all order data and let you correct input errors using the browser's standard means and the controls in checkout. **You can conclude the contract in German or in English; § 26.3 governs which version of these Terms is binding for you.** We store the contract text and send it to you; you can also retrieve your invoices in your Account.

5.4 Confirmation

We send you a confirmation of the contract on a durable medium within a reasonable period after your order and at the latest before we begin performance (§ 312f BGB). It contains the order details, the version of these Terms that applies to your contract, and — for consumers — the withdrawal instructions (Widerrufsbelehrung) and the model withdrawal form.

5.5 Acceptance of these Terms

You accept these Terms when you register and, separately, when you place a paid order. **That acceptance contains no agreement deviating from the objective requirements for digital products, and we ask you for none (§ 19.2).** We record which version of these Terms you accepted, in which language and when, together with the declarations you make about your right of withdrawal (§ 8). The page at uprelic.com/legal/terms always shows the version in force and its effective date; earlier versions remain retrievable there.

§ 6 Prices, Plans and Credits

6.1 Prices

- Prices for individual Plans and top-ups are shown on our pricing page and in checkout. **For consumers, the displayed price is the total price and includes VAT** at the applicable rate.
- We bill in EUR, USD, GBP or CHF depending on your country and selection. Tax is determined from your billing information.
- Payment is by the payment methods offered in checkout, processed by our payment service provider. We charge the subscription fee in advance for each billing period, and top-ups immediately on purchase.

6.2 What a Credit is

A **Credit** is the internal unit of account in which we measure your use of the Services. It is not money, not electronic money, and not a voucher for goods.

- How many Credits an operation consumes depends on **which model you use, which feature you use, and how much work the operation causes** (for example the amount of text processed, the number of steps an agent takes, whether an image is generated, how long a Sandbox runs).

- We publish a **Credit Guide** — the Credits section of the Service Description at uprelic.com/legal/service-description (as amended; version and date shown on the page). It explains what consumes Credits, what does not, and the factors that determine consumption. We do not publish a per-model rate card; instead, **every request's consumption is metered, and your usage view shows your consumption within the current billing period**. Those records are the meter for § 6.7.
- The Credit Guide forms part of this contract. The version in force when you conclude or renew your contract applies to you; changes follow § 6.6.

6.3 Three kinds of Credits

Your balance shows your remaining Allowance Credits separately from your remaining Top-up and Promotional Credits:

Kind	How you get them	What you pay	Validity
Allowance Credits	Included in a paid Plan; granted at the start of each billing period	Nothing beyond the Plan fee	Valid for the billing period for which they were granted; no rollover (§ 6.4)
Top-up Credits	Bought separately, as a one-off purchase	A separate price	Three years from purchase (§ 6.5)
Promotional Credits	Granted by us free of charge (trials, goodwill, campaigns)	Nothing	As stated when granted; no refund, no cash value

One consumption rule: we always consume the Credits that **expire soonest** first; where two kinds expire at the same time, the ones granted or bought earliest are consumed first.

One charging rule: you are always charged the Credits of the model that actually served your request — never those of a model that did not run (§ 2.3).

Example. You are on a monthly Plan with a billing day on the 1st. On 1 March you have 500 Top-up Credits bought in January (valid to January 2029) and receive 2,000 Allowance Credits for the billing period beginning 1 March (valid until that period ends). Your usage in that period consumes the 2,000 Allowance Credits first, because they expire first; only then does it touch the Top-up Credits you paid for separately.

6.4 Allowance Credits expire at the end of the period

Your billing period follows your subscription's billing cycle: it runs from your monthly billing day to the next (calculated at 00:00 UTC; where a month is too short, the day is moved to that month's last day — the same rule our payment provider applies). It is not the calendar month unless your billing day is the 1st.

Allowance Credits are part of the Plan you pay for in that period. They do not roll over into the next period. We disclose this on the pricing page, in checkout and in your billing settings.

6.5 Top-up Credits

- Top-up Credits are a separate purchase. You buy a defined number of Credits at a defined price. They are supplied as **digital content** (digitale Inhalte, § 327 Abs. 2 S. 1 BGB); § 8.4 governs the right of withdrawal for them.
- **Validity: Top-up Credits remain usable for three years from the date of purchase.** We chose three years so that the period matches the regular limitation period (§ 195 BGB) and no purchased balance is forfeited earlier than the law would allow. We state this in checkout and on the pricing page.
- If Top-up Credits nevertheless expire unused, you may ask us for the residual value within the limitation period and we will credit or pay it out.
- Top-up Credits are not transferable to another Account and have no cash value beyond the preceding sentence.

6.6 Changes to prices and to consumption rates

- **A change to the consumption rates we apply is a price change**, because it changes how much of the Services you receive for your money. It is therefore **not** covered by the notice-and-objection mechanism in § 22.2. We will only apply a change that increases the Credits consumed by a feature you use to your contract **if you expressly agree to it**, or from the start of a new contract period after we have given you at least six weeks' notice on a durable medium and a right to terminate to the date the change takes effect.
- Reductions in consumption rates, and the addition of new models or features with their own rates, take effect immediately and need no consent.
- The same rule applies to changes in the price of a Plan.

6.7 Metering

- We record your Credit consumption and show it in your Account for the current billing period.
- If you consider a recorded consumption to be wrong, tell us. We will check it and correct it if the objection is justified.
- **These records are evidence of consumption, not conclusive proof. They do not shift any burden of proof to you** (§ 309 Nr. 12 BGB). You are free to prove that a consumption did not occur or was lower.

6.8 Refunds

- Credits are generally **not refundable and cannot be exchanged for money**, and Plan fees for a period already begun are not refunded when you cancel; you keep access until the end of the paid period (§ 7.4).
- **This is subject to the following, which always take precedence:** 1. your statutory right of withdrawal as a consumer (§ 8), including the compensation-for-value rules there; 2. your statutory rights on defects (§ 19) and any claims for damages (§ 20); 3. **if we terminate your**

contract without cause, or discontinue a paid Plan before the end of a period you have paid for, we refund the fee for the unused part of the period pro rata and we refund your unused purchased Top-up Credits. The refund for a partially consumed top-up pack is calculated on the unconsumed Credits at the price you paid per Credit in that pack.

Promotional Credits are not refunded. 4. a termination by you under § 22.1 because a change materially impairs the Services (§ 327r Abs. 3 BGB); the refund rules stated there apply; 5. the residual-value payout for expired Top-up Credits under § 6.5.

- Goodwill refunds beyond this are at our discretion and create no entitlement for the future.

6.9 Plan changes

- You can change your Plan at any time in your Account.
- **Plan changes take effect at the start of your next billing period, in both directions. You keep your current Plan, its price and its allowance until then.** After the initial period of an annual Plan your billing period is monthly (§ 7.2), so a downgrade takes effect within at most one month. During an initial annual period, a downgrade takes effect at the end of that period.
- You keep your current Plan and its allowance until the change takes effect.
- When you confirm a Plan change we show you the date it takes effect, and you can cancel a scheduled change until then.

6.10 Credits in a company workspace

Credits made available inside a company workspace belong to that organisation, not to you personally. They are governed by the Business Terms, they do not transfer to your personal Account, and they end when your access to the workspace ends.

6.11 Payment failure

If a payment fails, we may retry it and will notify you. We give you a grace period before restricting the Services. If payment still fails, we may suspend paid features; your Content stays available for export as set out in § 23.4. Statutory default rules apply.

§ 7 Term, renewal and cancellation

7.1 Term

- The free-tier contract runs indefinitely.
- Paid Plans run for the initial period you select — one month or one year — and start on the day we activate them.

7.2 What happens after the initial period

After the initial period the contract continues for an indefinite period. You can terminate the extended contract at any time with one month's notice (§ 309 Nr. 9 lit. b BGB).

- **Billing after the initial period is monthly**, at the then-current monthly rate for your Plan, unless you expressly agree to a new fixed period. An annual discount therefore applies to the initial year and to any further year you actively agree to, not to a silent re-lock.
- We will never extend your contract for a further fixed period without your express, actively given agreement.

7.3 How to cancel

- During the initial period you can cancel to the end of that period. After it, you can cancel at any time with one month's notice (§ 7.2).
- **In the product.** The cancellation button (§ 312k BGB) is permanently available: the entry "**Verträge hier kündigen**" in the "Contact & Legal" menu — always on screen, no scrolling, no login — leads to uprelic.com/cancel-contracts. There you state the type of termination, identify yourself, designate the contract, state the date on which the contract is to end and give us an address for the confirmation, and declare the cancellation with the "**jetzt kündigen**" button. We confirm receipt immediately on a durable medium; the effective end date is confirmed to the email address of the Account — not to an arbitrary address from the form, so a third party who submits a declaration in your name learns nothing about your contract.
- **In text form.** You can always cancel in text form to info@uprelic.com. No particular wording is required; it must be clear which contract you are cancelling.

7.4 Effect of cancellation

You keep access to your paid Plan and its remaining allowance until the date the cancellation takes effect. After that your Account continues on the free tier unless you delete it. §§ 23.4 and 23.4a govern export, switching and deletion.

7.5 Termination for cause

Both parties may terminate for cause without notice. For us, § 23 sets out when and how.

§ 8 Right of withdrawal (Widerrufsrecht) — consumers only

8.1 You have a 14-day right of withdrawal

If you are a consumer, you have the right to withdraw within 14 days without giving reasons (Widerrufsrecht, §§ 355, 356 BGB) from

- a contract for a **paid Plan**,
- a contract for a **top-up**, and
- **the free-tier contract**, because it is a contract in which you provide us with personal data (§ 312 Abs. 1a BGB) — see § 8.6.

The statutory withdrawal instructions (Widerrufsbelehrung) and the model withdrawal form are **Annex 1** to these Terms and are published at uprelc.com/legal/withdrawal (Version 1.0); that version remains permanently retrievable at uprelc.com/legal/withdrawal/v/1.0.

8.2 We start immediately, at your request

The Services are available to you immediately after purchase. Compensation for value (Wertersatz) under § 357a Abs. 2 BGB is owed only if **both** of the following are met, and our checkout is built to meet both:

1. you expressly requested that we begin performance before the withdrawal period expires; and
2. we properly instructed you about your right of withdrawal beforehand.

Because the Services are available to you immediately, we ask for this request in checkout and record it. **If either is missing, you owe us nothing even though we have already performed.**

8.3 Subscriptions: the right does not lapse

Important, and different from what many services state: for a running subscription, your right of withdrawal does **not** expire when we start performing. The Services are a **digital service** (digitale Dienstleistung, § 327 Abs. 2 S. 2 BGB), so § 356 Abs. 5 BGB applies and the right expires only on **complete** performance of the service. A monthly or annual subscription is not completely performed within 14 days. **Your right of withdrawal therefore survives for the full 14 days even though you asked us to start immediately.**

What your request to start immediately does mean: if you withdraw after we have started, and the two conditions in § 8.2 are met, you owe us **compensation for the value** of what you have already received (Wertersatz, § 357a Abs. 2 BGB), calculated **pro rata on time**, on the agreed total price, for the share of the contract period already performed. We refund the rest without undue delay.

8.4 Top-ups

Top-up Credits are supplied as **digital content**. Your right of withdrawal for a top-up expires when we make the Credits available, but **only if all of the following happened first** (§ 356 Abs. 6 BGB):

1. you expressly consented to us beginning performance before the withdrawal period expires,
2. you confirmed that you thereby lose your right of withdrawal, and
3. we sent you the confirmation of the contract under § 312f BGB.

We ask for the consent and the confirmation in checkout and record them. **Until all three are met, the right of withdrawal remains.**

8.5 Credits you have already used

- **Top-ups.** Where the right of withdrawal for a top-up has not lapsed under § 8.4 and you withdraw, **you owe no compensation for value at all**, not even for Credits you have already consumed (§ 357a Abs. 3 BGB, which excludes Wertersatz for digital content that is not supplied on a tangible medium).
- **Subscriptions.** Credits consumed under a Plan are reflected in the time-based compensation under § 8.3 and are not charged again separately. Unused Allowance Credits are not separately payable by either side.

8.6 The free tier

For the free-tier contract, the right of withdrawal expires only on complete performance of the service (§ 356 Abs. 5 Nr. 1 BGB), which does not happen while the contract is running.

Withdrawing has the practical effect of ending the free-tier contract. **No payment is owed either way, and no Wertersatz arises.** We give you the withdrawal instructions and the model form **at signup**, not only at checkout.

8.7 Business users

If you are not a consumer, you have no right of withdrawal.

§ 9 Connected Accounts and Actions

9.1 You authorise the connection

You may connect third-party accounts to the Services. When you do:

- you instruct us to access that account on your behalf and to read, ingest, index and process the data you make available through it;

- **you may only connect an account where you are entitled to do so** — in particular where the account belongs to, or is administered by, your employer or another organisation, you need that organisation's permission;
- you remain bound by the third party's own terms, and you must not instruct us to do anything through the connection that breaches them.

This is an obligation, not a guarantee. If you breach it, you are liable to us under the statutory rules (§ 280 BGB); we do not ask you to assume liability without fault.

9.2 Actions — the agent acts as you

With the permission tiers you grant per service (read / write / delete), our agent performs **Actions** in the Connected Account **as you**. It can send emails, post messages, create and change issues, documents and records, and delete data, within the scope you granted.

- **The permission you grant in the product is your instruction to us.** The scope you set there defines what we may do. You can change or revoke it at any time.
- **In the relationship between you and us, you bear the consequences of Actions carried out within the permission you granted.** Whether such an Action binds you as against a third party follows from the law (§§ 164 ff. BGB), not from this contract. §§ 20.1 and 20.2 remain unaffected.
- **Actions can be irreversible.** A sent email cannot be unsent; a deleted record may not be recoverable.
- **Actions may not be error-free and may not do what you intended.** You should not rely on any Output or Action without independently confirming that it is correct before it has effect (see also § 13).
- Where an Action needs a decision that matters — anything with financial, legal, contractual or reputational effect — you should review it before it is executed. Where the agent needs write or delete access it does not yet hold, the product describes the intended action and asks you to grant that access before it proceeds. Once granted, it does not ask again for later actions within that access level.

9.3 What we do not answer for

We are not responsible for the availability, content, security or terms of a third-party service you connect, for API changes at that service, or for that service suspending or terminating your account. § 20.6 governs this in full, including our liability under § 20.1 and § 20.2 for our own breaches — in particular where we execute an Action outside the permission you granted.

9.4 Google user data

Where you connect Google services, our use and transfer of data received from Google APIs follows the **Google API Services User Data Policy**, including its Limited Use requirements. You are also bound by Google's terms for your own account.

9.5 Recordings, transcripts and images

If you connect a meeting-recording service, or upload or instruct us to process recordings, transcripts, photographs or video:

- **you are responsible for obtaining the consent of everyone recorded or depicted.** In Germany, recording a non-public spoken word without consent is a criminal offence (§ 201 StGB), as is making or transmitting certain image recordings (§ 201a StGB). Comparable rules exist elsewhere.
- **You may only have us process such material where you have those consents and the necessary rights.** This is an obligation, not a guarantee; § 280 BGB applies if you breach it.
- We may refuse to process, or may remove, material where we have concrete grounds to believe this rule was breached.

9.6 Disconnecting

You can disconnect an integration at any time. Disconnecting stops further ingestion and revokes our access tokens. Data already ingested stays in your workspace until you delete it; you can delete it at any time, and § 23.4 applies on termination.

§ 10 Automations

10.1 They run without you

An Automation runs unattended. Once you activate it, it acts on your behalf on its schedule or trigger, without you being present.

10.2 Your responsibility

In the relationship between you and us, you bear the consequences of what an Automation you configured does, including:

- the **Credits it consumes** — an Automation can consume a large number of Credits in a short time, and consumption is charged to your balance in the same way as interactive use;
- its **effects outside the Services** — every Action it performs in a Connected Account, every email it sends, every record it changes;
- the correctness of its configuration, its triggers, and the data it processes.

§§ 20.1 and 20.2 remain unaffected. Test an Automation before you leave it running, and monitor it. The product shows run history and digests.

10.3 Our operational rights

We may throttle, pause, or stop Automation runs, and disable an Automation, where this is necessary because of abuse, security risk, excessive load, cost, instability, an AUP breach, or a

fault in the Automation itself. We will inform you and, where the cause lies with the Automation and can be fixed, give you the opportunity to fix it. We are not liable for interruptions that are necessary and proportionate for these reasons; §§ 20.1 and 20.2 remain unaffected.

10.4 Timing

We do not owe an exact run time, a run during an outage, or exactly-once execution. Runs can be delayed, skipped or, in rare failure scenarios, repeated. **Do not use Automations for anything where a delayed, missed or duplicated run would cause harm you are not prepared to bear.**

10.5 Caps

The number of active scheduled Automations is limited by Plan. See § 2.5.

§ 11 Sandboxes and code execution

11.1 What happens

The Services can execute code in an isolated Linux Sandbox — code you supply, or code the agent writes to carry out your instruction. Your files can be staged into the Sandbox, and results come back into your chat or Artifacts.

11.2 You decide what runs

In the relationship between you and us, you are responsible for what code you have executed and for what it does, including code the agent generates for you. Rights in generated code follow § 13.3. The AUP applies in full; see in particular the rules against attacks, scanning, malware, mining, mass data collection, and circumvention of resource limits.

11.3 Sandboxes are ephemeral

Sandboxes are temporary. **We do not owe persistence of anything inside a Sandbox.** A Sandbox and its contents can be destroyed at any time, including mid-run. Save what you need into your workspace.

11.4 Inspection and termination

We may inspect, restrict or terminate a Sandbox where necessary for security, to investigate suspected abuse, or to protect the Services and other users.

§ 12 Web access and third-party content

12.1 We fetch at your instruction

The Services can search the web, open and render pages, and retrieve files and media, on your instruction or on the instruction of the agent acting for you.

12.2 What you may instruct

You may only have us retrieve content that you are entitled to access and use. You must not instruct us to

- circumvent a paywall, login barrier or technical protection measure,
- breach a website's terms of use or its machine-readable access directives,
- infringe copyright or other rights, or
- collect personal data unlawfully or at scale.

This is an obligation, not a guarantee; if you breach it, § 280 BGB applies.

12.3 Caching

We may store fetched pages and extracted content on our servers for a limited period so that we do not have to fetch them repeatedly. If you are a right holder and believe cached material infringes your rights, contact us at abuse@uprelic.com; we will remove it. § 15 sets out the notice procedure.

12.4 Media downloads

Where the Services can retrieve audio or video files, **you may instruct such retrieval only from sources that are not protected by a technical protection measure and only where you are authorised to obtain the file** — because you own it, hold a licence, host it yourself, or the source expressly permits the download.

- You must not instruct us to obtain material you are not entitled to obtain.
- We may refuse or disable retrieval from particular sources at any time, including without notice where we receive a complaint.

12.5 Third-party materials

Search results, fetched pages, third-party model outputs and third-party tools are third-party materials. We do not endorse them, do not check them, and are not responsible for them as such; § 20.6 governs liability.

§ 13 AI Output and Actions — accuracy and rights

13.1 You are dealing with an AI system

The Services are an AI system. Where you interact with our assistant, you are interacting with an AI and not with a human being. We say so in the product (Art. 50 Abs. 1 AI Act).

13.2 Output can be wrong

- **Output may be incorrect, incomplete, outdated, biased, or entirely fabricated**, even when it looks confident and well-sourced. The same is true of **Actions**: they may fail, may not do what you intended, and may have effects you did not want (§ 9.2).
- **You should check Output and intended Actions before you rely on them or act on them**, and in particular before anything with financial, legal, medical, contractual or safety significance happens. § 20.4 governs what follows if you do not.
- **Output is not professional advice**. It is not legal, tax, financial, medical, or other regulated advice, and it does not replace a qualified professional. Do not use the Services as a substitute for professional advice in these areas, and do not use them to make decisions about a person's legal rights, health, finances, employment, housing, or insurance without a qualified human making the actual decision.
- **Output is not unique**. Other users can receive identical or very similar Output for similar Inputs.

These are characteristics of generative AI and are usual for services of this kind; they are part of what you can expect of such a service, not deviations from the objective requirements (§ 19.2).

13.3 Rights in Output

- As between you and us, we grant you a **non-exclusive right of use, unlimited in territory, time and content, transferable and sublicensable** (einfaches, räumlich, zeitlich und inhaltlich unbeschränktes, übertragbares und unterlizenzierbares Nutzungsrecht) in the Output generated for you, to the extent such rights arise and we hold them. Where a right can be transferred outright, we transfer it. We make no claim of ownership over your Output. You may use Output for any purpose, including commercially, subject to these Terms and the AUP, and subject to § 16.2.
- **We do not warrant that Output is free of third-party rights**. AI output can resemble protected material.
- **You are responsible for determining whether your use of Output requires a third-party licence, and for complying with any such licence**. This matters in particular for generated code (which may reproduce open-source-licensed patterns) and for retrieved or generated media.

13.4 Inputs

You may only submit Inputs that you hold the necessary rights to submit and to have processed as described in these Terms, and doing so must not infringe anyone's rights or breach an obligation you have. This is an obligation, not a guarantee; § 280 BGB applies if you breach it.

13.5 Marking and disclosure of AI content

- **Output does not currently carry machine-readable marking identifying it as artificially generated.** We will apply such marking in line with Art. 50 Abs. 2 AI Act and the transitional period for AI systems already on the market, which ends on 2 December 2026.
- **You must not present Output as human-made** where that would mislead. If you publish AI-generated or AI-manipulated content that depicts real people, places or events, or AI-generated text on matters of public interest, you must disclose that it is artificial unless a human with editorial responsibility has reviewed it.
- Content our AI publishes on public surfaces of the Services (for example AI replies in forums) is labelled as AI-generated by us.

13.6 Model providers' rules

The AI models we use come with usage rules imposed by their providers. Those rules bind us and, through the AUP, you. They include, in particular, the duty to disclose to end users that they are interacting with an AI rather than a human, and requirements for human review and AI disclosure in legal, healthcare, insurance, financial, employment, housing, academic and journalistic contexts. We publish the model providers we engage at uprelic.com/legal/subprocessors (the Subprocessor Page); each provider publishes its usage policy on its own site. We do not name individual providers in these Terms, so that changing one does not require a change to your contract; changes follow § 2.3 and § 22.1.

§ 14 Your Content — the licences you give us

14.1 Your Content stays yours

You keep all rights in your Content. We acquire no ownership.

14.2 Private Content: a licence to run the Services

For Content that you do not publish, you grant us a **non-exclusive, worldwide, royalty-free licence, limited in purpose to providing the Services to you**, to host, store, reproduce, transmit, convert, index, embed (create vector representations of), analyse, display back to you, and otherwise process it. This licence includes the right to pass the Content to the service providers we engage to run the Services (the Subprocessor Page lists them) and to the AI model providers whose models you use, to the extent necessary to carry out your request.

The licence lasts as long as we store the Content and ends when it is deleted.

14.3 We do not train AI models on your Content

- **We do not use your Content to train or fine-tune AI models.**
- **We do not opt in to any programme of a model provider that would allow your Content to be used for training**, and we do not enable product features whose effect would be to hand Content to a provider for training (for example feedback-sharing mechanisms that carry that consequence).
- We do use your Content to **personalise your own workspace** — we derive and store "memory" about your preferences, projects and prior work, and use it to improve later answers **for you**. You can have memories removed by deleting the chat they arose from or your Account; we are building finer-grained controls.
- We use **aggregated and anonymised** usage data — data that no longer relates to you or your Content — to operate and secure the Services.
- The providers we engage, and what each of them does with data, are described on the Subprocessor Page.

14.4 Public Content: a broader licence

When you publish Content — a forum post or comment, a public project, a published Artifact, or anything you make reachable through a share link — you grant us, in addition to § 14.2, a non-exclusive, worldwide, royalty-free licence to **host, store, reproduce, display, distribute and make publicly available** that Content, and to allow it to be indexed by search engines, for as long as you keep it published. Public forum posts are rendered for search engines and appear in our sitemap.

You also grant every recipient the right to view the Content, and — where the feature allows it, for example forking a shared chat — to continue working with a copy of it.

14.5 Ending the public licence

You can withdraw the licence in § 14.4 at any time by deleting or unpublishing the Content. We will then stop displaying it and remove it from our public surfaces within a reasonable period, and **we will take reasonable steps to** request de-indexing from search engines that offer a procedure for it.

Carve-out: copies that other users **or Guests** have already forked, downloaded, quoted, or otherwise lawfully made while the Content was published are not affected. We cannot retrieve them, and the licence continues for those copies.

14.6 Share links

Anyone who has a share link can open the Content it points to, without an Account. **You decide who you give a link to and what you publish.** You can revoke a link at any time.

14.7 Backups

We are not a backup service. We keep the Services' data with reasonable care and we do run backups of our systems, but we do not owe recoverability of any particular version, message, file or Artifact. Keep your own copies of anything you cannot afford to lose. Export functions are available in the product. This does not limit our liability under § 20, and it does not displace the objective requirements under § 327e BGB (§ 19.2).

14.8 Your responsibility for your Content

You are responsible for your Content and for having the rights to it. If a third party raises a claim against us because of your Content or your instructions, the statutory rules on damages apply; **nothing in these Terms imposes on you, as a consumer, an indemnity or a liability without fault going beyond what the law provides.**

§ 15 Public Content and content moderation (DSA)

This section sets out our content-moderation policies, procedures, measures and tools, including our use of algorithmic decision-making and human review, as required by Art. 14 DSA. We aim to state it clearly and understandably; if anything here is unclear, write to us at the address in § 15.7.

15.1 Content standards

Public Content must comply with these Terms and with the **AUP**. The AUP is the binding list of what is not allowed. In summary, you must not publish content that is illegal, that infringes rights, that harasses or endangers people, that sexualises minors, that promotes terrorism or violence, that is spam, or that falsely presents artificial content as real.

15.2 How we moderate

- **Automated systems.** We do not screen Public Content before it appears. The automated systems in play are the safety filters of the AI providers whose models we use and our own rate limits (AUP § 9.5); a measure taken on such a signal may take effect without prior individual review. We otherwise act on reports under § 15.3, on orders from authorities and courts, and on our own checks. Where an automated system took the decision, we say so in the statement of reasons (§ 15.4), and you can obtain human review by contesting it under § 15.5.
- **Human review.** A decision to **remove** Public Content, to **suspend** or to **terminate** an Account is taken or confirmed by a person. Every complaint under § 15.5, and every report under § 15.3, is reviewed by a person.
- **Proportionality and fundamental rights.** We choose the least intrusive measure that is effective: labelling or reduced visibility before removal, removal before Account restriction,

restriction before termination. **In every case we act diligently, objectively and proportionately, and with due regard to the rights and legitimate interests of everyone involved — including your fundamental rights, in particular freedom of expression and information and the freedom and pluralism of the media** (Art. 14(4) DSA).

We will notify you of significant changes to this section in accordance with § 22.

15.3 Reporting illegal content (notice and action, Art. 16 DSA)

Anyone — user or not — can report content on the Services that they consider illegal, by email to abuse@uprelc.com. To let us act, please include:

1. why you consider the content illegal,
2. the exact location (URL) of the content,
3. your name and email address (not required for reports concerning child sexual abuse material or certain other offences), and
4. a statement that you believe the report to be accurate and complete, made in good faith.

We confirm receipt without undue delay and decide in a timely, diligent, non-arbitrary and objective way. **We then tell you our decision and how you can contest it (Art. 16(5) DSA).**

Where we use automated means to process your report or to reach the decision, we tell you that too (Art. 16(6) DSA). A sufficiently precise and adequately substantiated report gives us knowledge of the content within the meaning of Art. 6 DSA.

15.4 Statement of reasons (Art. 17 DSA)

If we remove or restrict your Content, or restrict your Account, we will give you a **statement of reasons** at the latest on the date on which the measure takes effect (Art. 17(2) DSA), in clear and plain language, stating:

- what we did and how far it reaches (removal, de-listing, restriction of visibility, suspension, termination),
- the territorial scope and the duration of the measure,
- the facts and circumstances we relied on, including whether the report came from a third party,
- whether **automated means** were used to detect the content and to take the decision,
- which clause of these Terms or of the AUP, or which law, the content breached, and
- how you can contest the decision, including by judicial redress.

15.5 Contesting a decision

If you disagree with a decision, reply to the statement of reasons or write to appeals@uprelc.com within **six months**. A natural person will review it. If the complaint is

justified, we reverse the measure without delay. You may also take the matter to court, and other statutory dispute-resolution options remain open to you.

Note (non-contractual): as a micro/small enterprise we are exempt from the internal complaint-handling and out-of-court dispute settlement obligations in Art. 19 DSA. The procedure above is offered voluntarily and is drafted to survive us losing that exemption.

15.6 Repeat infringers and misuse

If you repeatedly publish illegal content or repeatedly breach the AUP, we will warn you and then suspend your Account for a reasonable period, and finally terminate it. We will do the same for anyone who repeatedly submits manifestly unfounded reports or complaints. We take the seriousness and the pattern of the conduct into account.

15.7 Points of contact

We operate a single electronic point of contact that serves both functions. Mail is routed on receipt so that authority correspondence does not enter support triage:

- **For recipients of the Services** (Art. 12 DSA): info@uprelic.com — you may write in German or English.
- **For authorities of the Member States, the Commission and the European Board for Digital Services** (Art. 11 DSA): info@uprelic.com, marked "DSA Art. 11", language German or English.

15.8 Copyright notices

Copyright complaints follow § 15.3. If you are in the United States and prefer to send a notice in DMCA form, send it to abuse@uprelic.com with the elements that regime requires; we will handle it, together with the counter-notice, under the procedure in this § 15.

15.9 AI-authored public content

Where our AI posts publicly on the Services — for example when you publish a reply our AI produced after an @ai mention — the post is labelled as AI-generated. Such posts are Output within the meaning of § 13 and carry the same limitations.

§ 16 Our intellectual property; feedback

16.1 Our rights

The Services — including the software, the interfaces, the design, our models and configurations, our documentation and our trademarks — belong to us or to our licensors. We grant you, for the term of your contract, a non-exclusive, non-transferable, non-sublicensable

right to use the Services **for your own purposes, personal or professional**, in accordance with these Terms.

16.2 What you may not do

You may not:

- resell, sublicense, rent out or otherwise commercialise access to the Services, or make them available to third parties as a service of your own;
- reverse engineer, decompile or disassemble the Services, or attempt to derive their source code, models, weights, prompts or architecture, except to the extent statute permits and we cannot exclude;
- **extract Outputs systematically or in bulk — for example by automated harvesting — in order to build a training or fine-tuning dataset for an AI model.** This does not restrict your use of Outputs generated in the ordinary course of your own use of the Services, including commercial use (§ 13.3), and it does not restrict you from comparing, benchmarking or publicly reviewing the Services;
- scrape the Services, or access them by automated means other than the interfaces we provide;
- circumvent or attempt to circumvent Credit limits, rate limits, concurrency limits, Plan gates or security measures;
- run penetration tests or vulnerability scans against the Services without our prior written consent.

16.3 Feedback

If you send us ideas, suggestions or other feedback **about the Services**, you grant us a non-exclusive, worldwide, royalty-free, sublicensable and transferable licence, unlimited in time, to use it to operate, develop and market the Services.

- The licence covers feedback about the Services. It does not cover works you send us that have independent commercial value of their own; do not send us those, and if you do, tell us so, and we will not use them on this basis.
- **Mandatory rights of authors remain unaffected**, in particular the written-form requirement and revocation right for unknown types of use (§ 31a UrhG) and the claims to appropriate remuneration under §§ 32, 32a UrhG. Your moral rights remain untouched.
- Do not send us feedback that is confidential or that belongs to someone else.

§ 17 Acceptable Use Policy

Our **AUP** forms part of these Terms: uprelic.com/legal/acceptable-use, as amended; the version and date in force are shown on the page. It sets out what you must not do with the Services and

applies to everything you do through them, including Inputs, Content, Actions, Automations, Sandbox code, and web access. Breach of the AUP is a breach of these Terms and can lead to the measures in § 15.2 and § 23.

We may update the AUP in accordance with § 22.2. Where an update is required by law or by a binding rule imposed on us by a model provider that we cannot avoid, it may take effect immediately; we will notify you on a durable medium and you may terminate free of charge if the change materially impairs your use.

§ 18 Privacy

18.1 Privacy policy

How we process personal data — as controller — is set out in our privacy policy at uprelic.com/privacy-policy, as amended; version and date shown on the page. The privacy policy is not part of the contract; it informs you.

18.2 Points you should know here

- **Transfers outside the EU.** The AI models we use are, for the most part, operated by providers in the United States. Your Inputs, and the material you have the Services process, are transmitted to them to generate Output. We use the legal transfer mechanisms described in the privacy policy. The providers we engage are listed on the Subprocessor Page.
- **Memory and personalisation.** We derive and store profiles from your usage to personalise your workspace (§ 14.3). You can have them removed by deleting the chat they arose from or your Account.
- **Tracing.** We log prompts and model responses in our own tracing system, on our own infrastructure, **for troubleshooting, security and safe operation. We do not use those logs to train or fine-tune models** (§ 14.3). Retention is stated in the privacy policy.
- **Third-party accounts.** Data from a Connected Account is processed as described in § 9 and in the privacy policy.

18.3 Cookies

We store on your device only what is strictly necessary to provide the Services you have asked for — your sign-in session, your language and country, and short-lived state for the Slack connection. Storage of that kind needs no consent (§ 25 Abs. 2 Nr. 2 TDDDGD), and because we set nothing optional there is no consent banner and no cookie choice to make. We use no analytics service. If we ever introduce something optional, we will ask you before it is set and this clause will say so. § 2.12 of the Privacy Policy lists each cookie and how long it lasts.

§ 19 Conformity and warranty (consumers)

19.1 Statutory regime applies

The Services are a **digital service** (digitale Dienstleistung, § 327 Abs. 2 S. 2 BGB); **Top-up Credits are digital content** (digitale Inhalte, § 327 Abs. 2 S. 1 BGB) and §§ 6.5 and 8.4 apply to them. For consumers, the statutory rules on contracts for digital products (§§ 327 ff. BGB) apply in full, including to the free tier (§ 4.2). **We do not disclaim them, and nothing in these Terms is to be read as an "as is" exclusion of warranty.**

19.2 What we owe

We provide the Services in the agreed quality and in the quality you can expect of a service of this kind, taking into account the Service Description, our public statements about the product (§ 327e Abs. 3 S. 2 BGB), and what is usual for AI-based services.

Characteristics of the product category. Some properties of generative AI are usual for services of this kind and are part of the objective requirements themselves, not deviations from them: Output can be incorrect, incomplete or fabricated, and Output varies for identical Inputs (§ 13.2); how your use is measured and bounded in Credits, including what happens when it is spent (§ 2.4), follows from the Service Description and the Credit Guide; plan limits on parallel use and Automations are part of the product you select (§ 2.5). These are described in the Service Description so that you know what you are buying.

No deviations from the objective requirements. We ask you for no agreement that deviates from the objective requirements for digital products, and nothing in these Terms is such an agreement. **§§ 327d and 327e BGB apply in full — to every paid Plan and to the free tier alike (§ 4.2) — including continuity of supply (§ 327e Abs. 3 S. 1 Nr. 2 BGB).**

Where these Terms describe how the product behaves — that models and providers can be substituted, subject to the quality floor in § 2.3; that Sandboxes are ephemeral (§ 11.3); that Automation timing is not guaranteed (§ 10.4); that beta features are provided as available (§ 21) — those passages tell you how the product works. **They are not an exclusion or a limitation of the objective requirements, and they do not affect your rights where the Services fall short of them or of what we promised.**

19.3 Updates (§ 327f BGB)

- We provide the updates needed to keep the Services in conformity — **for the web Services, for as long as we supply them to you; for our apps, for the period you can reasonably expect given their nature and purpose, and in any event for at least two years after installation.**
- We tell you when an update is available for an app, what happens if you do not install it, and we give you installation instructions.

- If you then do not install an update within a reasonable period, we are not liable for a defect that results solely from the missing update — provided we met the duties in the previous bullet and the failure to install was not caused by defective installation instructions (§ 327f Abs. 2 BGB).

19.4 Your rights on a defect

If the Services are defective, you have the statutory rights: subsequent performance, reduction of the price, termination of the contract, and damages under § 20. Please report defects to info@uprelic.com with enough detail for us to reproduce the problem. **This is a request, not a precondition for your statutory rights.**

§ 20 Liability

20.1 Full liability

We are liable without limitation:

- for damage caused **intentionally or by gross negligence**, including by our legal representatives and our **Erfüllungsgehilfen**;
- for **injury to life, body or health** caused by a breach of duty by us, our legal representatives or our **Erfüllungsgehilfen**, including where the breach is merely negligent;
- under the **German Product Liability Act (Produkthaftungsgesetz)**;
- to the extent we have given a **guarantee** or fraudulently concealed a defect.

20.2 Simple negligence

For simple negligence we are liable only where we breach a **material contractual obligation** — an obligation whose fulfilment makes the proper performance of this contract possible in the first place and on whose fulfilment you may regularly rely (Kardinalpflicht). In that case our liability is limited to the **damage typical for this type of contract and foreseeable at the time the contract was concluded**. § 20.1 remains unaffected.

20.3 No further limitation

Any further liability is excluded. **The statutory limitation periods apply unchanged**; we do not shorten them. **We state no monetary cap for consumers.**

20.4 What this means for AI Output and Actions

- **A failure by you to carry out the review described in §§ 9.2 and 13.2 is taken into account as contributory fault under § 254 BGB**, weighed on the facts of the individual case. It is not an exclusion of liability, and we do not ask you to prove that you reviewed.

- **§§ 20.1 and 20.2 remain unaffected. Nothing in this § 20.4 excludes or limits liability that cannot be excluded or limited by contract**, in particular under § 309 Nr. 7 lit. a and lit. b BGB.
- We remain liable under §§ 20.1 and 20.2 for our own breaches — in particular where we execute an Action outside the permission you granted, or where we fail to provide the Services as owed.

20.5 Data loss

Where we are liable for the loss of data, our liability is limited to the effort that **would have been required to restore the data if you had made regular backups appropriate to the risk**. §§ 20.1 and 20.2 remain unaffected, and this limitation does not apply where we are liable under § 20.1.

20.6 Third-party services and providers we engage

(a) Services you connect. We are not liable for the availability, content, security or terms of a third-party service you connect, for API changes there, or for that provider suspending or terminating your account with them. § 20.1 remains unaffected, as does our liability for our own selection and integration of the service.

(b) Providers we engage. Providers we engage to perform the Services — including the AI model providers we route your requests to, our hosting, sandboxing and search providers — act as our **Erfüllungsgehilfen** (§ 278 BGB). **We are liable for them under §§ 20.1 and 20.2 as for our own conduct.**

(c) Assignment of claims. In addition to — not instead of — (a) and (b), we assign to you on request any claim we hold against a provider in respect of damage you have suffered.

§ 21 Beta features

21.1 What they are

Where we make a feature available as beta, preview, experimental or early access, we mark it as such in the product. Such features are offered free of separate charge so that you can try them and give us feedback, and the following applies to them.

21.2 What applies to them

- Beta features are provided **as available**. They may be incomplete, unstable or unavailable, and they may be changed or withdrawn. We describe them that way so that you know what you are trying out; **it is not an exclusion of the objective requirements, which apply to beta features as they do to the rest of the Services (§ 19.2).**

- **We may change or withdraw a beta feature.** Where a beta feature forms part of the scope you have paid for and the change materially impairs your use, § 22.1 and § 327r BGB apply, including the advance information on a durable medium and the free termination right. Where it does not, we withdraw it with reasonable notice in the product.
- **Data you create in a beta feature may not be convertible back** into the regular product when the beta ends. We tell you before a beta ends and give you an opportunity to export.

21.3 Your rights

Our liability for beta features follows § 20. Your statutory rights as a consumer are unaffected.

§ 22 Changes to the Services and to these Terms

22.1 Changes to the Services (§ 327r BGB)

We may change the Services beyond what is necessary to maintain conformity only where **this contract provides a valid reason for it, you incur no additional cost, and you are informed in a clear and comprehensible manner** (§ 327r Abs. 1 BGB). The valid reasons are:

1. adapting to a change in statute, in binding case law or in a decision of a competent authority;
2. adapting to a change at a provider we depend on, including the discontinuation, restriction or material change of a third-party model, tool or data source;
3. maintaining or restoring the security, stability or operability of the Services;
4. adapting to technical developments, where the change does not reduce the scope of what you have paid for.

Where a change materially impairs your access to or use of the Services, we will inform you on a durable medium, within a reasonable period before the change, of the features and the time of the change and of your rights. You may then terminate the contract free of charge within 30 days of receiving that information, or within 30 days of the change taking effect, whichever is later (§ 327r Abs. 3 BGB). A change that materially impairs the Services will not cause you any additional cost. If you terminate on this basis, the termination is free of charge: we refund the part of the fee attributable to the period after the contract ends, together with your unused purchased Top-up Credits, without delay and in any event within 14 days of receiving your termination, using the same means of payment you used and at no cost to you (§ 327r Abs. 5 i. V. m. § 327o Abs. 3 und Abs. 4, § 327n Abs. 4 S. 2–5 BGB).

This does not apply where the impairment is only insignificant, or where you can continue to use the unchanged product at no additional cost (§ 327r Abs. 4 BGB).

22.2 Changes to these Terms

We may amend these Terms, the AUP and the annexes **only where, and only to the extent that**, one of the following applies:

1. a change in statute, in binding case law or in a decision of a competent authority requires it;
2. a rule imposed on us by a model provider or another subprocessor requires it and we cannot avoid it;
3. a technical or organisational change is needed to keep the Services secure or operable; or
4. we add a feature and the amendment governs **only** that new feature and imposes no obligation on you in respect of features you already use.

Any other amendment requires your express consent.

- We will notify you of an amendment under 1.–4. **at least six weeks before it is to take effect**, on a durable medium, in a way that highlights what is changing, states the reason from the list above, and points to this clause.
- If you do not object before the change takes effect, the change is deemed accepted. **We will point that out to you expressly in the notice**, together with your right to object and to terminate.
- If you object, we may terminate the contract to the date the change was to take effect. Your Plan then ends and we refund the fee for the unused part of the period pro rata (§ 6.8).

22.3 What this mechanism does not cover

The mechanism in § 22.2 does not apply to changes to the main obligations of this contract or to prices. In particular, it does not apply to:

- the price of a Plan or a top-up;
- the Credit allowance included in a Plan;
- the consumption rates we apply (§ 6.6);
- the scope of the Services in its essence.

Those changes require your **express consent**, or take effect only for a new contract period under § 6.6.

22.4 Disputes already begun

An amendment does not apply to a dispute between us that was already pending when the amendment took effect.

§ 23 Termination by us, suspension, and what happens afterwards

23.1 Suspension

We may restrict or suspend your access, in whole or in part, where this is necessary and proportionate because:

- you are in material breach of these Terms or the AUP;
- there is a concrete security risk, or your Account appears to be compromised;
- your use damages or endangers the Services, our infrastructure or other users;
- we are required to do so by law or by an authority; or
- you are in default of payment after the grace period (§ 6.11).

We will inform you of the suspension and its reasons — before it takes effect where possible, otherwise without undue delay — and, where the cause can be cured, give you the opportunity to cure it.

23.2 Termination for cause

We may terminate the contract without notice for good cause. Good cause exists in particular where a material breach continues after a warning, where a breach is so serious that a warning is unreasonable (for example unlawful content of the most serious kind, attacks on our systems, or fraud), or where you repeatedly infringe (§ 15.6). We will state the reasons.

23.3 Ordinary termination of free Accounts

See § 4.3.

23.4 Export and getting your Content back

- After the contract ends we keep your Content available for export **for 30 days**, and you can export chats, files and Artifacts yourself in the product at any time during that period; Automation configurations are provided on request under § 23.4a.
- **Your statutory right to demand your Content back is not limited by that period.** If you ask us before your Content has been deleted, we will provide the Content you supplied and the Content generated for you free of charge, without hindrance, within a reasonable period and in a commonly used, machine-readable format (§ 327p Abs. 3 BGB), **and we will pause the deletion described in § 23.5 until we have done so.** The statutory exceptions in § 327p Abs. 2 Satz 2 Nr. 1 bis 3 BGB (über § 327p Abs. 3 Satz 2 BGB) remain.
- Art. 20 GDPR portability applies alongside this and is not time-limited while the data exists.

23.4a Switching to another provider (Data Act)

Regulation (EU) 2023/2854 (Data Act) applies to us as a provider of a data processing service. Accordingly:

- **You may switch to another provider, or to your own on-premises environment, at any time.** Give us notice of the switch; **the maximum notice period is two months.**
- We will support the switch and keep the Services running during a **transitional period of 30 days** from the end of the notice period. You may extend that period once, for a period you consider appropriate for your purposes. Where 30 days is technically unfeasible for us, we will tell you within 14 working days, explain why, and name an alternative period of at most seven months (Art. 25 Data Act). Your Plan fee and Credit consumption continue to apply during the transitional period; what is free of charge is the switch itself (Art. 2 Nr. 35 Data Act).
- We will export the exportable data — your Content and, where applicable, configurations and metadata — in a **structured, commonly used and machine-readable format**. We describe the data structures and export formats in the Service Description (uprelic.com/legal/service-description), as amended; version and date shown on the page.
- **We charge nothing for switching.**
- **Self-service export is available in your account settings:** you request an export and receive a download link by email. In addition, we perform the export for you on request (privacy@uprelic.com), free of charge, within the periods stated above — including the categories not contained in the self-service bundle. The obligation in this clause does not depend on the tooling.
- We will tell you where a part of your data cannot be exported, and why.

23.5 Deletion

After the export period we delete your Content, including:

- records in our databases,
- files in our object storage,
- the **vector embeddings** derived from your Content, including those derived from Connected Accounts, and
- derived memory profiles.

Deletion is completed within 30 days after the export period ends. **Where a technical constraint prevents individual removal — in particular vectors held in a shared index, and copies inside backup cycles — we exclude the data from use immediately and remove it at the next scheduled rebuild of that index or backup cycle, and in any event within 90 days.** § 23.4 (pause on a pending request) and § 23.6 remain unaffected. You can also delete your Account at any time while the contract runs; the same pipeline applies.

23.6 What we keep

We retain invoices and the underlying accounting records for **eight years** as required by tax and commercial law (§ 147 AO, § 257 HGB, § 14b UStG). We may also retain data where we need it to establish, exercise or defend legal claims, or where a law requires us to. Retained data is not used for any other purpose.

23.7 No re-registration

If we terminate your Account for cause, you may not create a new one without our consent.

23.8 Survival

§ 13.3 (rights in Output), § 14.5 (carve-out for copies already made), § 16 (our IP and feedback), § 20 (liability), §§ 23.4–23.8 and § 26 survive the end of the contract.

§ 24 Mobile applications

24.1 Apps and devices

Where we offer the Services as apps for iOS or Android, you provide the device, the operating system and the network connection, and you bear the associated costs, including your mobile carrier's data charges. Some features need a current OS version.

24.2 Push notifications

The apps can send push notifications. You can switch them off in the app settings and in your device settings.

24.3 Billing is not in-app

Plans and top-ups are purchased on our website, not through the app stores. The apps do not offer in-app purchases. Nothing you buy from us is a purchase from Apple or Google.

24.4 Apple App Store rider

This rider applies only if you obtained the app from the Apple App Store. It sets out the terms Apple requires. Where it conflicts with the rest of these Terms, this rider prevails for the App Store version of the app. It does not affect your mandatory rights as a consumer.

24.4.1 Acknowledgement. These Terms are concluded between you and Uprelic GmbH only, and not with Apple. Uprelic GmbH, not Apple, is solely responsible for the app and its content. These Terms do not provide for usage rules for the app that conflict with the Apple Media Services Terms and Conditions.

24.4.2 Scope of licence. The licence granted to you for the app is a non-transferable licence to use the app on any Apple-branded product that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, except that the app may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing, where Apple permits it.

24.4.3 Maintenance and support. Uprelic GmbH is solely responsible for providing maintenance and support for the app, as specified in these Terms or as required by applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the app.

24.4.4 Warranty. Uprelic GmbH is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the app to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the app to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app. As between Uprelic GmbH and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Uprelic GmbH. Your statutory rights against us under § 19 are unaffected.

24.4.5 Product claims. Uprelic GmbH, and not Apple, is responsible for addressing any claims by you or any third party relating to the app or your possession and use of the app, including: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the app's use of frameworks such as HealthKit or HomeKit where applicable.

24.4.6 Intellectual property rights. In the event of any third-party claim that the app or your possession and use of the app infringes that third party's intellectual property rights, Uprelic GmbH, and not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

24.4.7 Legal compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

24.4.8 Developer name and address. Questions, complaints or claims with respect to the app should be directed to: Uprelic GmbH, Liebenwalder Straße 16, 13347 Berlin, Germany, info@uprelic.com.

24.4.9 Third-party terms. You must comply with applicable third-party terms of agreement when using the app — for example, the terms of your wireless data service plan, and the terms of the third-party services you connect under § 9.

24.4.10 Third-party beneficiary. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

24.5 Google Play rider

This rider applies only if you obtained the app from Google Play. Where it conflicts with the rest of these Terms, this rider prevails for the Google Play version of the app. It does not affect your mandatory rights as a consumer.

24.5.1 Acknowledgement. These Terms are concluded between you and Uprelic GmbH only, and not with Google. Uprelic GmbH, not Google, is solely responsible for the app and its content.

24.5.2 Google Play terms. Your download and use of the app through Google Play is additionally subject to the **Google Play Terms of Service** and the Google Play policies. Where those terms grant you rights against Google, they are unaffected by these Terms.

24.5.3 Scope of licence. The licence to use the app is non-transferable and limited to devices you own or control, in accordance with the Google Play Terms of Service.

24.5.4 Maintenance, support and warranty. Uprelic GmbH alone is responsible for maintenance, support and for any warranty obligations for the app. Google has no such obligation. Your statutory rights against us under § 19 are unaffected.

24.5.5 Product and IP claims. Uprelic GmbH, and not Google, is responsible for addressing any claim by you or a third party relating to the app, including product liability claims, claims that the app fails to comply with a legal or regulatory requirement, claims under consumer protection or privacy law, and claims that the app infringes a third party's intellectual property rights.

24.5.6 Refunds. The app itself is provided free of charge. Plans and top-ups are purchased on our website (§ 24.3), so Google Play's refund policy does not apply to them; § 6.8 and § 8 apply instead.

24.5.7 Legal compliance. § 25 applies.

24.5.8 Contact. Uprelic GmbH, Liebenwalder Straße 16, 13347 Berlin, Germany, info@uprelc.com.

§ 25 Export control and sanctions

The Services rely on technology and services from providers subject to European Union and United States export control and sanctions law. You therefore represent and undertake that:

- you are not located in, and not ordinarily resident in, a country or territory subject to a comprehensive embargo under EU or U.S. law;
- you are not listed on, and not owned or controlled by a person listed on, an EU or U.S. sanctions or restricted-party list;
- you will not use the Services, or allow them to be used, for any purpose prohibited by export control or sanctions law, including nuclear, chemical or biological weapons applications or missile technology; and
- you will not make the Services available to a person or in a country where this would breach those rules.

We may block or terminate access where we are required to do so under EU or Member-State law, or under the law of a third country to the extent that compliance with that law is not prohibited by Council Regulation (EC) No 2271/96 (EU Blocking Regulation). We do not comply with the extraterritorial measures listed in the Annex to that Regulation where doing so is prohibited, and nothing in this § 25 obliges or entitles us to do so.

§ 26 Final provisions

26.1 Governing law

German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. **If you are a consumer, this choice of law does not deprive you of the protection of the mandatory provisions of the law of the country in which you have your habitual residence** (Art. 6 Abs. 2 Rom I-VO).

26.2 Place of jurisdiction

We do not agree a place of jurisdiction with consumers. The statutory rules apply; as a consumer you can sue us, and we sue you, at the courts the law designates.

26.3 Language

These Terms exist in German and in English. **The version in the language in which you concluded the contract is binding for you.** Where a divergence between the versions works to your disadvantage as a consumer, the version more favourable to you applies.

26.4 Dispute resolution

We are not obliged to participate, and do not participate, in dispute resolution proceedings before a consumer arbitration board (Verbraucherschlichtungsstelle). We state this voluntarily: § 36 VSBG obliges only businesses with more than ten employees as at 31 December of the preceding year, and we are below that threshold. Our separate duty under § 37 VSBG, once a concrete dispute has arisen, is unaffected.

Note (non-contractual): there is no reference to the EU Online Dispute Resolution platform in these Terms. Reg. (EU) 524/2013 was repealed with effect from 20 July 2025 and the platform is closed.

26.5 Set-off and retention

Statutory rules apply. We do not restrict your right of set-off or retention.

26.6 Assignment

You may not transfer this contract or your Account to a third party without our consent. We may transfer this contract to a group company or to an acquirer of the business; if we do, **we will notify you in advance on a durable medium, and you may terminate free of charge within one month of that notice if you do not wish to continue with the new provider. If you do, we refund the fee for the unused part of the period pro rata and the price of your unused purchased Top-up Credits** (§ 6.8, § 309 Nr. 10 lit. b BGB).

26.7 Severability

If a provision of these Terms is or becomes invalid, the validity of the rest is unaffected. The statutory rules take the place of the invalid provision.

26.8 Contact

Uprelic GmbH, Liebenwalder Straße 16, 13347 Berlin, Germany — info@uprelic.com. DSA points of contact: § 15.7. All our legal documents are collected at uprelic.com/legal.

Annexes

- **Annex 1 — Widerrufsbelehrung and model withdrawal form** (consumers only), in the three variants set out in § 8.1.
- **Annex 2 — Acceptable Use Policy** — uprelic.com/legal/acceptable-use (§ 17)
- **Annex 3 — Credit Guide** — the Credits section of the Service Description, uprelic.com/legal/service-description (§ 6.2)
- **Annex 4 — Service Description** — linked from uprelic.com/legal (§ 2.1)

Each annex shows its version and date on its page; the version in force when you conclude or renew the contract applies to you.

The Subprocessor Page (uprelic.com/legal/subprocessors) is not an annex and is not part of the contract. It tells you which providers we engage; § 2.3, § 13.6, § 14.2, § 14.3 and § 18.2 point you to it.