

# AGB / Terms (B2B)

## Terms and Conditions (B2B)

**Non-binding English translation. In case of doubt, the German version above prevails.**

of BeyondSimulations GmbH, Am Eich 9d, 22113 Hamburg (Amtsgericht Hamburg, HRB 180537, VAT ID DE361018243; represented by managing director Dr. Tobias Vlček), for the Oshu service (oshu.eu) towards commercial customers (the "Customer" or "you").

### § 1 SCOPE

(1) These T&Cs apply to all contracts between BeyondSimulations GmbH (the "Provider" or "we") and commercial customers, legal persons under public law, and public-law special funds within the meaning of § 14 BGB, regarding the use of the Software-as-a-Service offering Oshu (oshu.eu, the "Service").

(2) These T&Cs apply to entrepreneurs (§ 14 BGB). For consumers (§ 13 BGB) the separate consumer T&Cs (</legal/terms-consumers>) apply, including the withdrawal instructions and model withdrawal form referenced therein. Which version applies follows from the Customer's status at the time the contract is concluded; during the order process the Customer declares whether they are acting as a consumer or as an entrepreneur.

(3) Deviating, conflicting or supplementary terms of the Customer do not become part of the contract unless the Provider has expressly agreed to their applicability in text form.

### § 2 SUBJECT OF THE CONTRACT

(1) The Provider makes an online service available to the Customer on demand with which the Customer can configure AI-powered chat agents, connect them to their own knowledge sources (Markdown and PDF documents) and embed them into their own web properties. Inference is provided via the API of Mistral AI SAS on servers in the European Union.

(2) The exact scope of functionality follows from the chosen plan (see § 4) and the service description on the Provider's website at the time of booking.

(3) The Provider may further develop the Service and make non-material changes to its functionality without separate notice, provided this is reasonable for the Customer and the purpose of the contract is not impaired.

### § 3 CONCLUSION OF CONTRACT, ACCOUNT, VERIFICATION

(1) The contract is concluded when the Customer activates a paid plan after successful registration. In the case of free use ("Free" plan), the contract is concluded with registration.

(2) The Customer warrants that the information provided on registration is truthful and complete. Changes must be communicated to the Provider without undue delay.

(3) The Customer must keep their workspace credentials confidential and protect them against access by third parties. The Provider may assume that any use with the Customer's credentials is authorised by the Customer; this does not apply once the Customer has notified the Provider of any abuse.

(4) For the educational discount (20% on every paid plan), the Provider verifies eligibility manually on the basis of an academic credential. The discount is granted for two years following successful verification; a re-verification is performed in good time before expiry.

#### § 4 PLANS, FEES, HARD CAPS

(1) The Service is offered in seven tiers:

Plan	Monthly price	Bots	Messages/month	Library
Free	EUR 0.00	1	100	50 pages
Hobby	EUR 9.00	1	1,500	250 pages
Solo	EUR 29.00	3	5,000	1,000 pages
Studio	EUR 59.00	10	10,000	5,000 pages
Scale	EUR 199.00	50	40,000	25,000 pages
BYOK	EUR 79.00 flat	50	unlimited	unlimited
Custom	from EUR 299.00	negotiated	negotiated	negotiated

(2) All prices are net, plus the applicable statutory VAT.

(3) The contingents stated in the table are **hard caps**: when the Customer reaches the maximum number of messages within a billing cycle, the respective agent will not reply to further requests until the start of the next cycle. There is no automatic overage charge. On request the Provider will raise the cap against separate compensation.

(4) On the "BYOK" plan ("Bring Your Own Key") the Customer brings their own Mistral API key. Inference, OCR and document upload are in that case billed by Mistral AI SAS directly to the Customer; the Provider is not a contracting party for the inference fee. The Customer ensures that their Mistral contract and Mistral API key allow use to the extent of the Service.

(5) On the "Custom" plan, scope, service levels and fees are agreed individually and recorded in a separate order. These T&Cs apply subsidiarily.

(6) The applicable monthly fee, payable by the Customer in advance by card or invoice, is due at the start of the respective billing cycle. The billing cycle is the monthly anniversary of first activation; the exact date follows from the Customer's account.

(7) Verified educational institutions receive, under § 3 (4), a discount of 20% on the list price of each paid plan.

(8) **Payment processing.** Payments for paid plans are processed by Mollie B.V. (Keizersgracht 313, 1016 EE Amsterdam, Netherlands) as the payment service provider. Depending on the chosen payment method, Mollie processes card, IBAN or other payment data exclusively on its own infrastructure; the Provider does not receive or store card data. The payment methods available in any given case are displayed during the order process.

(9) **Invoicing and invoice delivery.** Invoices are issued by sevDesk GmbH (Hauptstraße 115, 77652 Offenburg, Germany) and retained in accordance with §§ 238 ff. HGB and § 14 UStG. Invoices and other transactional emails (account verification, password reset, service notifications) are delivered via AhaSend B.V. (Netherlands). Details on the processing of personal data follow from the privacy policy (</legal/privacy>) and the sub-processor list (</legal/subprocessors>).

## § 5 AVAILABILITY, MAINTENANCE

(1) The Provider endeavours to maintain the highest possible availability of the Service. A particular level of availability is not owed outside the "Custom" plan.

(2) The Provider is entitled to carry out scheduled maintenance windows. Maintenance work is, where possible, carried out at off-peak times and announced with reasonable advance notice. Security-critical maintenance may also be performed without prior notice.

(3) Force majeure — in particular failures of the hosting provider, the Mistral API or other infrastructure providers, natural events, war, riot, terrorism, strikes, governmental orders, general internet disruptions — releases the Provider from the obligation to perform for the duration thereof.

## § 6 CUSTOMER OBLIGATIONS AND PROHIBITIONS

(1) The Customer undertakes not to misuse the Service. Prohibited are in particular: (a) any use for illegal purposes or for committing criminal offences; (b) the storage, generation or distribution of content that violates applicable law, in particular criminal law, copyright law, data protection law or the personality rights of third parties; (c) any attempt to circumvent the technical integrity of the Service (e.g. penetration testing without prior written permission, circumventing rate limits, circumventing tenant-scoped data isolation); (d) the upload or processing of special categories of personal data within the meaning of Art. 9 GDPR without a separate agreement with the Provider and without a sufficient legal basis; (e) any use that is in striking disproportion to the chosen plan and impairs availability for other customers (e.g. automated mass requests, unauthorised reselling).

(2) The Customer is responsible for the content they or their end users process in the Service. The Customer indemnifies the Provider against third-party claims arising from unlawful use of the Service by the Customer or their end users.

(3) The Customer is responsible for providing their own end users with the information required under Art. 13/14 GDPR, in particular about processing by the Provider as a processor and about the fact that the end user is interacting with an AI system (cf. Art. 50 EU AI Act, where applicable). The Provider provides suitable building blocks in the widget; correct embedding is the Customer's responsibility.

## **§ 7 RIGHTS OF USE**

(1) For the term of the contract, the Provider grants the Customer a non-exclusive, non-sublicensable, non-transferable right to use the Service within the agreed scope.

(2) Title, copyright and any other intellectual property rights in the Service remain exclusively with the Provider.

(3) Content stored by the Customer in the Service (configuration, libraries, conversations) remains entirely the property of the Customer. The Provider receives only a non-exclusive right to process this content for the purpose of providing the Service within the agreed scope.

## **§ 8 DATA PROTECTION**

(1) The Provider processes personal data on behalf of the Customer. The details are set out in the data processing agreement (DPA) concluded between the parties; the current version is provided on request.

(2) Neither the Provider nor its sub-processors train AI models on Customer data. This applies regardless of the chosen plan.

(3) Processing outside the European Union does not take place unless separately regulated in the DPA or a sub-processor list and covered by appropriate safeguards under Art. 46 GDPR.

## **§ 9 CONTRACT TERM, TERMINATION**

(1) The contract is concluded for an indefinite period. It begins with activation of the plan and may be terminated by either party with effect from the end of the current billing cycle (= at the monthly anniversary, see § 4 (6)).

(2) On the "Custom" plan, the terms and notice periods agreed in the respective individual contract apply.

(3) The right to extraordinary termination for cause remains unaffected. Cause is given in particular for: (a) substantial breach of § 6; (b) payment default of more than 30 days after a reminder; (c) opening of insolvency proceedings over the assets of a contracting party.

(4) Termination notices must be in text form.

(5) The Provider may permanently delete the workspace after the end of the notice period and after a reasonable data-take-out window (typically 30 days). § 7 (3) as well as § 8 and the DPA remain unaffected.

## **§ 10 WARRANTY AND LIABILITY**

- (1) The Provider has unlimited liability for intent and gross negligence, for injury to life, body or health, and under the provisions of the Product Liability Act.
- (2) For simple negligence, the Provider is liable only for breach of material contractual obligations ("cardinal obligations"). In such case liability is limited to the foreseeable, contract-typical damage.
- (3) Liability per incident is otherwise — to the extent legally permissible — limited to the amount actually paid by the Customer in the twelve months preceding the incident. For free use, liability is — subject to (1) — limited to EUR 50.00 per incident.
- (4) Any further liability is excluded.
- (5) Strict liability for lost profits, data-recovery costs or consequential damages is excluded within the above limits to the extent legally permissible.
- (6) The liability rules apply accordingly to legal representatives and vicarious agents of the Provider.

## **§ 11 AMENDMENTS TO THE T&CS**

- (1) The Provider may amend these T&Cs with effect for the future, provided the amendment is reasonable for the Customer. Material amendments will be communicated to the Customer in text form at least 30 days before they take effect.
- (2) If the Customer does not object to the amendment in text form within 30 days of receipt of the notification, the amendment is deemed accepted. The Provider will refer to this consequence separately in the notification. In the case of an objection, the Provider may extraordinarily terminate the contract effective on the intended date of the amendment.

## **§ 12 MISCELLANEOUS**

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on the International Sale of Goods.
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising from this contract is, to the extent legally permissible, Hamburg, Germany.
- (3) Should individual provisions of these T&Cs be or become invalid, the validity of the remaining provisions is unaffected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.
- (4) There are no verbal side agreements. Amendments and supplements to this contract require text form. This also applies to the waiver of this text-form requirement.