

General Terms & Conditions

of

Gentlent GmbH
Am Trippelsberg 92
40589 Düsseldorf
Germany

The following General Terms and Conditions ("GTC") apply to the services provided by Gentlent GmbH (also referred to as "we" or "Gentlent GmbH") to customers (hereinafter referred to as "Customer" or "you"). The customer's general terms and conditions shall not apply unless we expressly agree to their validity. Our services and these GTC are directed both at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) as well as legal entities under public law and special funds under public law, and also at consumers (Section 13 BGB). Special provisions apply to consumers, which we indicate at the respective relevant points.

Preamble

If you have concluded an IT Service Agreement with us for the provision of services (hereinafter collectively referred to as the "IT Service Agreement"), you will, unless otherwise expressly agreed in the IT Service Agreement or your order, acquire the following services and rights.

1. Object of Contract

1. Under the name "Gentlent", we offer IT Services, in particular the registration of domains, the booking of IP addresses, DNS, web, server, and email hosting, as well as SaaS Services (all of our IT Services are hereinafter collectively referred to as "IT Services").
2. The IT Services we provide to you may include the components specified in the IT Service Agreement, which is concluded through the ordering of our IT Services in accordance with the provisions of Section 4 of these GTC. All documents and terms referenced during the ordering process of our IT Services - such as service and product descriptions, service level agreements, or cancellation policies - shall apply, provided we expressly refer to their applicability prior to your order.
3. An overview of our IT Services can be found in the description of the respective services, which is accessible at any time on our website or is apparent from the IT Service Agreement.
4. As part of our contractual relationship with you, we process personal data on your behalf. This processing is carried out on the basis of the data processing agreement pursuant to Art. 28 GDPR ("DPA"), which becomes effective upon the conclusion of the IT Service Agreement. The applicable DPA is available on our website at <https://www.gentlent.com/policies/dpa> or is attached to the IT Service Agreement as an annex.
5. In sections (a) to (f) of this clause 1, we provide a more detailed explanation of the individual components of our IT Services and the specific rights and obligations that apply to both you and us. All provisions starting from clause 2 apply to all of our IT Services.

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a. Hosting Services

1. As part of our IT Services, we provide you with DNS, web, server, and email Hosting Services (hereinafter also referred to as "Hosting Services"). Below, we outline the rights and obligations that apply specifically to our Hosting Services in addition to the other provisions of these GTC.
2. Our Hosting Services particularly include providing the IT infrastructure necessary for the IT Services you have ordered. This infrastructure is set up on one or more servers. These servers are located either on our premises or in rented data centers. They may also consist of virtual private servers or be rented from professional hosting providers.
3. As part of our Hosting Services, we provide you with storage space, in the scope specified in the IT Service Agreement, for storing your data.
4. We also ensure that your stored data is accessible via the internet. You remain the sole owner of the data.
5. Operating systems, images, and other external content are imported and installed at your own risk. We do not assume any liability for third-party content and applications and exclude liability for any damage resulting from the installation and use of third-party materials.
6. Our Hosting Services are not suitable for or permitted to be used for the following purposes:
 - Medical technology used directly on humans (e.g., vital sign monitoring, surgical equipment),
 - Automotive or aviation safety (e.g., autonomous driving, airspace monitoring, traffic control),
 - Measurement and control technology (e.g., PLCs) in the automated production process of products,
 - Software for financial transactions (e.g., for cryptocurrencies & wallets, online banking software).
7. In connection with our Hosting Services, you are prohibited from unlawfully offering or distributing copyrighted content. You agree not to use so-called P2P file-sharing platforms, download services, or streaming services that may facilitate the unauthorized distribution of copyrighted content. You also agree not to provide links to P2P file-sharing platforms, download services, streaming services, or their content.
8. You must avoid excessive use of resources, particularly to prevent performance degradation of the Hosting Services, which could be associated with suspected fraudulent behavior or impairment of third-party rights. Furthermore, you agree to avoid any disruption that could result in performance degradation of the Hosting Services and adversely affect the provision of the services or the rights of other parties who share the IT infrastructure provided by us.
9. Unless otherwise specified in the IT Service Agreement, our Hosting Services are provided to you under a subscription model, which legally constitutes a lease for the duration of our contractual relationship.

b. SaaS Services

1. We provide you with "SaaS Services" as part of our IT Services (hereinafter also referred to as "SaaS Services"). The rights and obligations specifically applicable to our SaaS Services in addition to the other terms of these General Terms and Conditions (GTC) are set out below:
2. Various products offered by us can be used by you in their respective standard version provided by us as "Software-as-a-Service" including their functionalities. These SaaS Services are offered by us as so-called standard functions and thus have a clearly defined functionality that is not individually extended or modified for customers. Our SaaS Services are accessible directly via your web browser.
3. Which IT Services we offer as SaaS Services will be shown to you in connection with the product description as well as during your order and in the IT Service Agreement. We continuously develop, improve, and add functions to our SaaS Services.
4. We provide our SaaS Services to you under a "subscription model," legally considered as a lease for the duration of our contractual relationship.

c. Domain Services

1. As part of our IT Services, we provide you with the possibility to register, transfer, and assign domains (hereinafter also referred to as "Domain Services"). The rights and obligations specifically applicable to our Domain Services in addition to the other terms of these General Terms and Conditions (GTC) are set out below:
2. Depending on the chosen Top-Level Domain (TLD), a contractual relationship for the registration of the domain you request is established either between you and us or directly between you and the registry. In the latter case, we arrange the domain registration for you within the scope of an agency agreement and act as an intermediary for the contractual relationship established between you and the registry.
3. Top-Level Domains are registered and managed by different organizations. Additional terms and conditions apply to each Top-Level Domain alongside these GTC. The specific additional conditions applicable to the registration of the domain you request will be communicated to you during the order process. By completing the order, these conditions automatically become part of the contract concluded either between you and us or between you and the registry.
4. A domain name can be registered for the duration specified in the order process. Registration becomes effective only after the responsible registry has accepted the application for the domain you requested. We cannot guarantee the registration of a specific domain name and are not responsible for issues arising during registration or renewal.
5. Upon successful registration of a domain name, we initially point the domain to our homepage until you connect the domain with additional IT Services, such as Hosting Services, or until the DNS entries are updated to point to an external provider.
6. Our Domain Services allow you to transfer domains to us or away from us. At least the following conditions must be met for a transfer:
 - a. You possess an AUTH code;
 - b. A provider change, which also includes a registrar change, is possible no earlier than 60 days after registration;
 - c. Any existing private registration (if applicable) must be removed;
 - d. The domain must be unlocked.
7. Regarding domain transfers, we only handle the technical processing of changes to the registrant data and forwarding of the domain registration request. Full responsibility for the legal validity of the registrant data changes and domain transfer lies solely with the previous and the new registrant. We reserve the right to accept or reject your transfer request at our sole discretion without providing reasons.
8. We provide our Domain Services to you under a "subscription model," legally considered as a lease for the duration of our contractual relationship.

d. IP-Services

1. As part of our IT Services, we provide so-called "IP Services," i.e., the allocation of static IPv4 and/or IPv6 addresses for your use. The rights and obligations specifically applicable to our IP Services in addition to the other terms of these General Terms and Conditions (GTC) are set out below:
2. We provide you with one or more static IP addresses for your use. The type of address (IPv4 or IPv6), quantity, price, and duration of use depend on the agreements made during the order process, the IT Service Agreement, and these GTC.
3. The assignment of the IP address is exclusive; however, ownership or the right of assignment remains with us. We are entitled to adjust the assignment for technical or regulatory reasons if necessary.
4. The transfer of IP addresses assigned to you to third parties or operation as a sub-provider is only permitted with our express prior consent.
5. We provide our IP Services to you under a "subscription model," legally considered as a lease for the duration of our contractual relationship.

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e. Support-Services

1. With regard to our IT Services, we generally provide supplementary support services. These support services primarily consist of applying security updates and the regular further development of our services.
2. In addition, if specific service levels (hereinafter also referred to as "SLA") have been agreed upon as part of the order for our IT Services—such as concrete response times or recovery times—we guarantee these for you. All information about the service levels can be found in our SLA description, which is accessible as part of the order process for our IT Services.

f. Additional Services

1. As part of our IT Services, we offer you "Additional Services" related to our IT Services, provided these have been separately agreed upon in the IT Service Agreement. These Additional Services may particularly include the following components:
 - a. Migration support,
 - b. Export support,
 - c. Workshops,
 - d. Training,
 - e. Customizing,
 - f. Consulting.
2. The commissioning of Additional Services is conducted by an individual agreement on service content and remuneration within the framework of the IT Service Agreement. Unless otherwise agreed in the IT Service Agreement, our remuneration for the provision of Additional Services will be invoiced based on the person-days incurred, hourly rates, or the applicable flat rates.

2. Remuneration

1. You generally acquire our IT Services under the conditions of the selected pricing model.
2. All fees are exclusive of VAT at the statutory rate applicable at the time and place of service provision.
3. The remuneration for the IT Services to be provided by us is generally payable by you in advance for the respective contractual month. We are also entitled to invoice you for up to 12 months' remuneration in advance. If our remuneration is in the form of a commission or other usage-based fee, we are entitled to invoice you monthly in arrears for the commission or remuneration incurred in the previous month.
4. Our invoices become due upon receipt and are to be paid without deductions within 14 calendar days to the account specified in the invoice. We are entitled to collect all fees via payment service providers. If we do so, you must also comply with the terms and conditions of these payment service providers. We do not charge you any additional fees for any of these payment service providers.
5. Costs incurred on our side due to SEPA direct debit returns or payment disputes shall be borne by you and invoiced accordingly.
6. In case of your default, we are entitled to charge a flat reminder fee of up to EUR 40 per reminder. Furthermore, we are entitled to assign our claims to third parties, in particular to debt collection agencies or factoring service providers.
7. In addition to contractually agreed price changes, we have the right to adjust our prices once per calendar year at our reasonable discretion pursuant to Section 315 of the German Civil Code (BGB) according to the development of the costs relevant for the "price formation." The following applies to a price adjustment:

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- a. Price formation: The costs relevant for price formation include in particular costs for technology (e.g., operation of data centers, hardware, technical service) and costs for operating the IT Services (licenses, in particular software licenses, costs for domain registration and management, costs of our suppliers who perform services directly for you on our behalf), costs for customer support (e.g., service hotline, billing and IT systems), personnel and service costs, energy, overhead costs (e.g., administration, marketing, rent, interest, financing costs, invoicing and payment), as well as government-imposed fees, taxes, charges, and contributions. Price-determining factors can also include, in particular, adaptation of our infrastructure to the state of the art and the level of protection appropriate to the risks for the rights and freedoms of natural persons, as well as developments in legal and supervisory requirements, especially in the areas of data protection, telecommunications, and consumer protection, and general economic changes, especially inflation-related depreciation of currency value.
- b. The development of these cost factors may lead to both increases and decreases in the prices payable by you.
- c. A price adjustment is limited to the extent of the changes in the cost factors.
- d. Both price increases and price decreases will take into account whether the price change can be offset by decreased/increased costs in another area.
- e. When exercising our reasonable discretion, we will choose the timing of a price adjustment so that cost reductions are not treated less favorably than cost increases—that is, cost reductions will have at least the same effect on the price as cost increases.
- f. We will notify you of the change in writing at least 4 weeks before its planned effective date. In the event of a price change, you have the right to terminate the IT Service Agreement without notice as of the effective date of the change by written notice. This does not apply if the change is solely due to changes in government-imposed taxes, fees, charges, and contributions, or if the change is beneficial to you. You will be separately informed of your right to terminate in the notification of the change. If you do not terminate within the aforementioned period but express disagreement with the price increase ("objection"), we have the right to terminate the IT Service Agreement extraordinarily within 4 weeks of your objection.
- g. Otherwise, Section 315 BGB remains unaffected.

3. Term

1. The IT Service Agreement is concluded for the duration selected in the ordering process ("Initial Term").
2. Termination is possible at any time. The provisions regarding termination are set forth in the ordering process. Otherwise, i.e., in the absence of any regulations in the aforementioned documents and processes, the notice period for both parties is one month to the end of the term. Termination can be made in writing (at least by e-mail) or by corresponding termination of the use of our services in your admin area. If no termination occurs, the IT Service Agreement will automatically renew for the duration of the Initial Term.
3. An upgrade of the selected pricing model or an extension of the booked services is possible at any time with immediate effect. A reduction in the number of users or a downgrade of a pricing model is possible at any time with effect from the following month. No refund of fees paid or payable for the current month will be made.
4. Upon effectiveness of the termination, access to our services for you and your users will be blocked. You can export the content processed with our services until the termination takes effect. After that, we will delete your access completely. Support services related to termination may be provided by us upon request and, if applicable, for an additional fee.
5. The right to extraordinary termination of this IT Service Agreement for good cause remains unaffected. Good cause exists in particular if:
 - a. You are in arrears with payments for more than 30 days and fail to settle outstanding amounts within one week of receipt of a reminder;
 - b. You violate contractual obligations, especially those under Section 6 of these GTC, despite a warning from us, in particular if you continue or tolerate improper use of the IT Services.

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4. Online Ordering

1. To use our IT Services in accordance with our GTC, you must create a user account. This requires an online registration.
2. Upon successful registration, the IT Service Agreement between us is concluded. A paid IT Service Agreement for the use of the IT Services selected by you comes into effect through the following steps:
 - a. On our website, you will find information about the content and costs of the paid IT Services we offer. This information does not yet constitute an offer to conclude an IT Service Agreement for the use of our services.
 - b. Only by submitting the corresponding order form do you make a binding offer to us to conclude an IT Service Agreement for the respective IT Services.
 - c. Before submitting the order form, we inform you about the obligation to pay and give you the opportunity to review these GTC as well as other contractual conditions. You can also download and save these documents.
 - d. Furthermore, before submitting the order form, we give you the opportunity to review and, if necessary, correct your entries.
 - e. After submitting the order form, you will receive an order confirmation from us at the email address you provided. This confirmation generally also constitutes acceptance of your offer to use our IT Services.
 - f. In this email or in a separate email, we will send you the contract text (consisting, for example, of the order details, Terms and Conditions, Data Processing Agreement, order confirmation, and invoice), possibly as a link, or make it available to you (contract confirmation). You can download and save these documents.
 - g. Upon full payment of the purchased services, you will gain access to the IT Services, possibly with a delay of up to 2 days, unless otherwise agreed.

5. Integrated Services

1. For the provision of our IT Services, we partly rely on the services of other providers that operate with artificial intelligence (hereinafter also referred to as "Integrated Services"). We use Integrated Services, among other things, for the automated generation and creation of texts and content, for process optimization, or to improve the provision of our IT Services.
2. You can find out at any time which Integrated Services are used and which provider supplies them in the current appendix "Integrated Services" below these Terms and Conditions, in which we list the providers of the Integrated Services, the underlying organizations, and the applicable further terms and conditions.
3. In connection with the use of IT Services that rely on Integrated Services, the following applies:
 - a. We neither guarantee nor warrant the accuracy and usability of the responses and results produced by the Integrated Services. These may be incorrect. Actions derived from them should therefore not be based on their content without verification.
 - b. We neither guarantee nor warrant the continuous availability of the Integrated Services. Since they are provided by other organizations, we have no influence on their technical availability.
 - c. We neither guarantee nor warrant that the responses and results are free for your use. We expressly point out that all responses and results may be protected by copyright. Such protection generally prohibits, in particular, any redistribution of the responses and results by you.
 - d. You decide for yourself and are solely responsible for which information and data you share with our IT Services that rely on Integrated Services. While we check the Integrated Services for compliance with applicable laws and our policies, you should not share any information or data subject to data protection or confidentiality or particularly sensitive information about yourself, your employees, customers, third parties, etc.
4. Unless expressly guaranteed or legally required, we assume no responsibility for responses and results or for actions or omissions on your part arising from the use of IT Services that rely on Integrated Services. This means that, unless legally mandatory, we do not assume liability for the accuracy and suitability of the responses and

results of the Integrated Services for your purposes or for actions and omissions resulting therefrom. Otherwise, we are liable according to the liability provisions communicated in these GTC.

5. The Integrated Services we use may process copyrighted material or there may be copyrighted material in the responses and results produced by the Integrated Services. In this regard, the following applies: You grant us the right, free of third-party rights, to forward all copyrighted material you process with our IT Services and thus with the Integrated Services, to the Integrated Services. Conversely, we grant you the simple right to use the copyrighted works generated by the Integrated Services in accordance with the provisions of these GTC within the scope of using our IT Services. In particular, the provisions on the granting of usage rights under clause 10 of these GTC apply.
6. Additional terms and conditions of the respective providers may apply for the use of individual Integrated Services. Which Integrated Services we use to provide our IT Services and which further terms and conditions may apply can be found in the Appendix "Integrated Services," in which we list the Integrated Services we use as well as their terms and conditions and which we update regularly, for example when adding further Integrated Services. You are responsible for complying with these terms and conditions. We point out that violations of these terms and conditions may lead to exclusion from or restrictions on the use of these Integrated Services. We are not liable for restrictions of our IT Services resulting from your violation of the terms and conditions of an Integrated Service.
7. In the event of damages caused to you by the use of Integrated Services, our liability, to the extent legally permissible, is limited to the assignment of claims from us against the respective provider of the Integrated Services, provided their terms and conditions, see also Appendix "Integrated Services," allow such assignment. The foregoing does not apply if you yourself are a contracting party of the respective provider of the Integrated Services. In this case, any liability on our part for damages resulting from the use of the specific Integrated Service is excluded.

6. Principles of our IT Services

1. Our IT Services are online-based. A functioning internet connection is required to use our IT Services.
2. With our IT Services and their functions, we merely provide a technical basis for the purposes you map within the scope of the acquired IT Services. Subject to applicable statutory liability obligations and the provisions of these Terms and Conditions, we assume no responsibility for the actions performed using our IT Services or the content processed with our IT Services. All legal regulations, agreements, and contracts that you conclude with your customers, partners, employees, etc., for which you use our IT Services, apply to all actions performed and content processed by you with our IT Services.
3. When using our IT Services, it is especially prohibited for you to process, make available to third parties, or otherwise associate with our IT Services any content that:
 - is prohibited by law, authorities, or courts,
 - contains pornographic or obscene material,
 - glorifies war, terror, or other violent acts,
 - is suitable to severely morally endanger children or adolescents,
 - portrays people in a way that violates human dignity and/or depicts real events without a predominant legitimate interest in this form of reporting,
 - incites hatred against parts of the population or national, racial, religious, or ethnic groups, calls for violence or arbitrary measures against them, or attacks human dignity by insulting, maliciously disparaging, or defaming parts of the population or any of the aforementioned groups,
 - describes cruel or otherwise inhumane violence against humans or animals in a manner that glorifies or trivializes such violence or depicts the cruelty or inhumanity of the act in a dignity-violating way,
 - is suitable to deny, insult, threaten, or slander others.
4. The provisions of tenancy law apply to the use of our IT Services. Maintenance measures such as updates, patches, and hotfixes are part of our IT Services. Additional support is offered by separate agreement, for example via service level agreements ("SLA"). Beyond maintenance measures, statutory warranty rights for defects in rented services apply.

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5. Adjustments, changes, and additions to the IT Services, as well as measures aimed at detecting and remedying malfunctions, will only lead to temporary interruptions or impairments of availability if technically unavoidable.
6. You may not provide our IT Services to third parties for commercial use and are responsible for any misuse of our IT Services by such third parties should you do so.
7. We are entitled to have our IT Services provided by third parties and subcontractors.
8. We have the right, at our sole discretion and during the term of the IT Service Agreement, to provide updates, upgrades, expansions, and other significant improvements to our IT Services. You acknowledge that such measures may result in changes to the appearance and/or functionality of the IT Services or the supported environment and/or may require you to update your own system, including new operating systems (e.g., iOS, Android, or Windows) or web browsers, to continue using the IT Services.
9. In cases of force majeure, we are entitled to postpone our IT Services for the duration of the impediment plus a reasonable start-up period if performance is actually impossible for us. Force majeure includes unforeseeable events not attributable to us or our subcontractors at the time of contract conclusion, such as operational disruptions, strikes, lockouts, staff shortages, pandemics and epidemics, official orders, and similar circumstances. The right of each party to terminate the IT Service Agreement for cause in the event of prolonged force majeure remains unaffected.
10. You are responsible for the actions of your users and are liable for them as for your own actions.
11. Through links or functionalities in our IT Services, you may access third-party websites and software that are not operated by us and for which we bear no responsibility. Such links or functionalities are either clearly marked or identifiable by a change in the browser address bar or user interface.
12. When using our IT Services, you are prohibited from:
 - violating third-party intellectual property rights such as trademarks, copyrights, or naming rights,
 - using measures, mechanisms, or software related to our IT Services that may disrupt the function or operation of the IT Services,
 - taking actions that could cause unreasonable or excessive load on the technical capacities of the IT Services,
 - blocking, overwriting, or modifying content,
 - adding elements to the IT Services or changing, deleting, or otherwise modifying software elements,
 - copying, extracting, or otherwise using graphical elements, or attempting to decompile the source code of the IT Services (subject to § 69e German Copyright Act),
 - applying tools that interfere with the operation of the IT Services (especially so-called "bots," "hacks," etc.),
 - gaining premium features or other advantages (such as systematic or automatic control of the IT Services or individual functions thereof) by using third-party software or other applications or exploiting program errors for your own benefit ("exploits"),
 - distributing commercial advertising for third-party products or programs in connection with our IT Services,
 - using malware or virus-infected documents, files, third-party IT systems, or data in connection with our services,
 - employing mechanisms, software, or scripts beyond the provided functionalities and interfaces, especially if they block, modify, copy, or overwrite our IT Services, and
 - using our IT Services to send spam emails and (D)DoS attacks or operating open mail relays and other systems in connection with our IT Services that could be used to distribute spam emails or (D)DoS attacks,
 - impairing our IT Services by data alteration (§ 303a German Criminal Code), computer sabotage (§ 303b StGB), forgery of evidence (§§ 269, 270 StGB), suppression of evidence (§ 274 StGB), computer fraud (§ 263a StGB), data espionage (§ 202a StGB), data interception (§ 202b StGB), or other criminal offenses.
13. We are entitled to refuse access to our IT Services and to block or exclude you as a customer or your users or to terminate the IT Service Agreement extraordinarily upon legitimate reasons, for example if we receive repeated complaints about you or if the provisions of the IT Service Agreement and these Terms and Conditions, other requirements communicated by us, or compliance with legal regulations are repeatedly violated. We will inform you immediately about this and give you the opportunity to respond. Before a complete blocking or exclusion, we will inform you in advance with appropriate reasons. If you eliminate the reason that led to the refusal, blocking, or exclusion, we will consider reinstatement in our software.

7. Cooperation Obligations

1. In the course of providing our IT Services, we rely on your cooperation. Only if you fully comply with your cooperation obligations can we deliver our IT Services in a legally and contractually compliant manner.
2. The following cooperation obligations must be provided by you free of charge as ancillary duties:
 - You warrant that all data, information, and statements you provide to us are permanently accurate and complete, that you provide us with the data, information, and statements required for the provision of our IT Services within the requested deadlines, and that you notify us of any changes to data, information, and statements within 14 days.
 - Despite regular backups of all database instances and the long-term storage of your content by us, we recommend that you perform independent daily backups of your content. These backups should not be stored on the IT Services provided by us.
 - Installation of security software that goes beyond the installation of maintenance programs or other software provided or recommended by us, which should be provided by you.
 - Use of secure passwords, which should be changed regularly.
 - Reports of material and legal defects as well as malfunctions must include a problem description (e.g., with screenshots, anonymized log files).
 - For security-relevant updates, we reserve the right to make short-term adjustments to our IT Services. Any resulting adjustments on your IT systems must be made by you. We will assist you if needed.
 - If agreed in the IT Service Agreement: independent and responsible integration of the IT Services (including any interfaces), as well as independent and responsible migration or export of content and data to enable the use of our IT Services for your purposes.
3. You are responsible for ensuring that the technical requirements for the functionality of our IT Services are met on your side, especially with regard to the operating system, internet connection, and (browser) software, taking into account any technical specifications we may provide. In the event of further development or changes to the technical components of the software (e.g., operating system, browser software), it is your responsibility to make the necessary adjustments to the software you use.
4. If the provision of our services is delayed due to circumstances for which you, your legal representatives, employees, or vicarious agents are responsible, any agreed deadlines shall be extended by the corresponding period. Thus, we are released from our obligation to perform until your cooperation obligations have been properly fulfilled.
5. Access to our IT Services is limited to you and persons authorized by you. We do not have regular access to view any uploaded or otherwise processed content associated with such use.
6. In accordance with data protection regulations, we inform you that, in exceptional cases and for the purpose of remedying technical faults, we may need to access the physical servers on which your content is stored via remote control. In such cases, we are only permitted to carry out the work necessary to resolve the problems. We may not use your content or the data we access for any other purpose.

8. General Liability

1. Subject to any special provisions in the IT Service Agreement or these GTC, we are liable for direct property and financial damages caused by us, our legal representatives, vicarious agents, and subcontractors engaged by us.
2. In cases of simple negligence, our liability is limited to the typical and foreseeable damage under the contract. Except in the case of breach of essential contractual obligations, our liability for indirect property and financial damages, especially lost profits, is fully excluded in cases of simple negligence. In cases of force majeure as well as for the free use of our services, our liability for simple negligence is entirely excluded. Essential contractual obligations are those whose fulfillment makes the proper execution of the IT Service Agreement possible in the first place and on whose fulfillment reliance may be placed. Both parties agree that typical and foreseeable damages are limited to twice the contract value.

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CEO: Tom Klein, Florian Oliver Elke

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bunq B.V. Niederlassung Deutschland
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3. We are liable without limitation in amount for injury to life, body, or health as well as for intentional, grossly negligent, or fraudulent acts. The same applies in the case of a written guarantee regarding the condition or durability of a service to be provided by us.
4. Our liability under the Product Liability Act remains unaffected.
5. You are liable for the actions of your employees, legal representatives, vicarious agents, and any other users of our IT Services as for your own actions. Furthermore, you shall indemnify and hold harmless us and, if applicable, third parties engaged or brokered by us for the provision of our services (such as awarding authorities or our service providers) from any third-party claims for damages arising from your use of our services, provided that we are not responsible for the damaging circumstance, upon first request within the scope of your responsibility (see in particular Sections 2, 5, 6, and 7 of these GTC).

9. Warranty

1. In case of material and legal defects, the statutory provisions shall apply subject to the provisions set forth in this clause. § 377 of the German Commercial Code (HGB) shall apply. All claims for defects are conditional upon your immediate notification of defects in accordance with § 377 para. 1 and para. 3 HGB.

a. Material defects

2. We will remedy the reported defects in the IT Services at our expense within a reasonable period.
3. You shall enable us the necessary access to the IT Services to carry out the defect remediation.
4. In the event of two failed attempts to remedy the owed defect, you are entitled to terminate the IT Service Agreement for cause in accordance with Section 543 (2) sentence 1 no. 1 of the German Civil Code (BGB). A failed attempt to remedy the defect shall be deemed to have occurred in particular if the defect remediation is impossible for us, if we refuse to remedy the defect, or if the defect remediation by us is otherwise unreasonable for you.
5. In the case of a rental agreement, strict liability for damages due to defects existing at the time of provision pursuant to Section 536a (1) BGB is excluded.

b. Legal defects

6. Our IT Services will be provided to you free of third-party rights. Please inform us immediately in writing if you become aware of any third-party rights concerning our IT Services.
7. At our request, you shall undertake the defense against claims asserted by third parties, provide us with all necessary information, make statements, and grant authorizations. In return, we shall indemnify you against payment and damage claims arising from third-party rights.
8. If our IT Services are indeed encumbered with third-party rights, we are entitled at our discretion to
 - eliminate the third-party rights or their enforcement (e.g., by paying license fees), or
 - modify our services in such a way that third-party rights are no longer infringed.

c. General

9. Claims for defects shall be excluded if you have made changes to the IT Services without our prior consent or if the

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IT Services are used by you for a purpose not covered by the IT Service Agreement, and this use alone is responsible for the occurrence of the defect.

10. All claims for defects shall expire, unless otherwise restricted or excluded by the above provisions, within 12 months.

10. Right of Use

a. Software

1. You receive a simple, non-exclusive, time-limited right to use our IT Services for the duration of the IT Service Agreement and unlimited in territorial scope.
2. Users created by you are equally entitled to use the IT Services, provided that the corresponding licenses have been acquired.
3. No independent right to sublicense or otherwise transfer your usage rights to third parties is granted herewith.
4. You are not entitled to issue, publicly reproduce (in particular publicly make accessible), edit, modify, translate, decompile, or otherwise alter the software. Your rights under §§ 69d para. 3, 69e of the German Copyright Act (UrhG) remain unaffected.
5. We are entitled to use our services, including new releases, as well as any general know-how, experience, methods, and procedures developed in connection with the IT Service Agreement, elsewhere (e.g., provision to third parties, as open-source software, etc.).
6. Test and demo licenses are limited to a duration of up to 30 days, unless otherwise agreed.

b. Open Source Software

7. With respect to any open source software included in our IT Services, we grant you only those rights that can be transferred to you under the applicable license terms that apply to us. Your use of our IT Services is permitted exclusively within the scope of these license terms. We do not provide any warranty or assume any liability for uses beyond these terms.

11. Transfer

1. We are entitled to transfer the IT Service Agreement to a legal successor or an affiliated company. We will inform you in writing at least two months prior to the planned transfer.
2. Any transfer of the IT Service Agreement to a third party requires your prior consent. In the event of your objection, the IT Service Agreement will continue unchanged. Such objection shall constitute an important reason for us to terminate the IT Service Agreement extraordinarily.

12. Confidentiality

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1. In the course of the cooperation, both parties gain knowledge of trade secrets of the other party or third parties. A trade secret is information that is neither generally known nor readily accessible to persons who usually handle such information, is therefore of economic value, and is subject to appropriate confidentiality measures (cf. Section 2 of the German Trade Secrets Act - GeschGehG). A trade secret also includes information that is marked as a trade secret, protected by industrial property rights or copyright, subject to banking secrecy or data protection, and for which there is a legitimate interest in maintaining confidentiality. Information that was already known to the other party prior to disclosure, that becomes publicly known after disclosure without the involvement of the disclosing party, that the disclosing party has obtained from a legitimate third party, or that the disclosing party developed independently, does not constitute a trade secret.
2. The receiving party, as well as all persons who come into contact with trade secrets in accordance with their intended use, are obligated to treat such trade secrets with strict confidentiality and to use or disclose them to third parties and employees only to the extent necessary in connection with the business purpose. Otherwise, the receiving party shall protect the trade secrets from being accessed by third parties.
3. Objects, files, or other intangible items containing trade secrets must be deleted or returned to the disclosing party immediately upon request or at the latest upon termination of the contractual relationship.
4. To the extent that data processed by us for you fall within the scope of professional confidentiality, especially data subject to Sections 203 et seq. of the German Criminal Code (StGB) (hereinafter referred to as "user data"), the following applies:
 - a. We undertake to treat all user data as confidential indefinitely and to protect it from access by third parties.
 - b. We undertake to acquire knowledge of user data only to the extent necessary for the performance of the contractually owed services.
 - c. We have been informed that persons involved in the professional activities of a professional confidentiality holder may be criminally liable under applicable laws (e.g., Section 203(4) sentence 1 StGB) if they unlawfully disclose a third party's secret — including user data — that has come to their knowledge in the course of or on the occasion of their activity. Criminal penalties may include imprisonment or fines depending on the circumstances of the breach.
 - d. If we use further cooperating persons (e.g., our own employees or subcontractors) who have or can gain access to user data in accordance with the contract to fulfill the owed services, we shall obligate them at least in writing to maintain the confidentiality of this user data in accordance with the requirements incumbent upon us. If such an obligation is not imposed on the cooperating persons, persons acting on our behalf shall be criminally liable under Section 203(4) sentence 2 no. 2 StGB (imprisonment or fine) if the cooperating persons unlawfully disclose a secret that has become known to them during or on the occasion of their activity.
 - e. The use of
 - i. subcontractors to fulfill the owed services, or
 - ii. services provided outside member states of the European Union
 requires your consent in writing. This consent is deemed granted at the time of contract conclusion with respect to subcontractors and sub-processors known to you and employed by us at that time according to the data processing agreement and integrated services.
 - f. We undertake to provide, at any time during the term of this IT Services contract upon your request, (i) information by way of a self-assessment and to provide further information or designate persons capable of providing information, enabling you at your discretion to verify our compliance with the contractual obligations and our reliability in providing the owed services, in particular compliance with points (a) to (d), and (ii) in case of irregularities or doubts, to grant the opportunity for an inspection of technical and organizational measures either by yourself or by an independent third party committed to confidentiality.
 - g. We have been informed that we are entitled to a comprehensive right to refuse testimony before state authorities under Section 53a of the German Code of Criminal Procedure (StPO) with regard to user data and that we are obliged to exercise this right unless you release us from this obligation.
 - h. We have been informed that user data in our custody is subject to seizure protection under Section 97(2) StPO. We undertake not to disclose this user data to third parties without your explicit consent and, in the event of seizure, to object to it and, as far as legally permitted, to inform you immediately.

13. Reference

Both parties are entitled, subject to prior approval by the other party - which must be granted at least in writing (an email is sufficient) - to mention the other party, including its logo and a brief description of the respective company, in external communications accordingly. Any information necessary for this purpose, such as logos, descriptive texts, version status, and contact and support details, must be provided in advance.

14. Miscellaneous

1. The assignment of individual claims arising from this IT Service Agreement requires the prior consent of the other party in writing. The assignment of monetary claims is excluded from this requirement.
2. The entire contractual relationship between the parties shall be governed exclusively by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. The place of jurisdiction for all disputes arising from the contractual relationship shall be the court with subject-matter jurisdiction at our registered office.
4. Compliance with export control laws as well as all import and export regulations related to our services is solely your responsibility.
5. Subject to separate provisions in these General Terms and Conditions regarding price adjustments, the following applies to amendments and additions to the General Terms and Conditions and to the entire IT Service Agreement: Amendments and additions to the General Terms and Conditions as well as to the entire IT Service Agreement between us require text form (an email is sufficient) to be effective, unless the following explanations prescribe special formal or procedural requirements.
 - a. Amendments and additions that we make (or have to make) due to changed legal or technical requirements for the provision of our services and which have no negative impact on the services owed to you shall become effective unless you object in writing within one (1) month after receipt of the amendment notice, provided we have informed you of your right to object beforehand. If you object, the IT Service Agreement remains unchanged, and we shall have the right to terminate the agreement extraordinarily with a notice period of one (1) month to the end of the next calendar month.
 - b. Amendments and additions to the IT Service Agreement that we wish to make due to changed service, remuneration, or other commercial or operational requirements and which have negative effects on your contractual relationship shall only become effective with your explicit consent. This consent can be given by clicking a consent button in the amendment notice (email or pop-up during the use of our services) or via any other simple and transparent means provided by us. Should you not consent, the IT Service Agreement remains unchanged, and we shall have the right to terminate the agreement in accordance with the contractually agreed notice periods.
 - c. The text form requirement also applies to any amendment of this form clause. The priority of individual side agreements remains unaffected.
 - d. The aforementioned deadlines do not apply, and you shall only have a right to information about amendments to the IT Service Agreement if the changes are necessary to avert an unforeseen and imminent danger, in particular to protect you from fraud, malware, spam, data protection violations, or other cybersecurity risks.
6. Should any provision of the IT Service Agreement be invalid or should the agreement contain a gap requiring regulation, this shall not affect the validity of the remaining or incomplete provisions. In such cases, the parties undertake to replace or complete the invalid or incomplete provisions with valid provisions that come as close as possible to the economic purpose of the invalid or incomplete provisions.

As of: August 2025

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Appendix Integrated Services

No.	Name	Subject	Link to Terms
1	Microsoft Ireland Operations, Ltd.	GPT-Models & DALL-E	https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct
2	OpenAI Ireland Ltd.	GPT-Models & DALL-E	https://openai.com/policies/business-terms/
3	Perplexity AI	Perplexity & Codellama	https://www.perplexity.ai/hub/legal/terms-of-service
4	Mistral	Mistral-Models	https://mistral.ai/terms/
5	Anthropic LLC	Claude-Models	https://www.anthropic.com/legal/commercial-terms
6	Google LLC	Gemini-Models	https://ai.google.dev/gemini-api/terms

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