

# AGB Verbraucher / Consumer Terms

## Terms and Conditions for Consumers

**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 consumers within the meaning of § 13 BGB ("you" or "Customer").

The B2B T&Cs ( agb.md ) apply to commercial customers. Which version applies follows from your status as consumer or entrepreneur; in case of doubt, this consumer version applies to you.

### § 1 SCOPE

(1) These T&Cs apply to all contracts between BeyondSimulations GmbH ("Provider" or "we") and a consumer (§ 13 BGB) regarding the use of the Oshu service (oshu.eu).

(2) Deviating terms of the Customer do not become part of the contract unless the Provider has expressly agreed to them in text form.

### § 2 SUBJECT OF THE CONTRACT

The Provider makes an online service available with which the Customer can configure AI-powered chat agents and embed them into their own web properties. Inference is provided via the API of Mistral AI SAS on servers in the European Union. The scope of functionality follows from the chosen plan (§ 4) and the service description on the website at the time of booking.

### § 3 CONCLUSION OF CONTRACT; INFORMATION ON THE ELECTRONIC CONCLUSION OF CONTRACT

(1) The presentation of plans on the website is an invitation to the Customer to submit an offer.

(2) By clicking the button identified as a paid order ("Order with obligation to pay" or equivalent) during registration, the Customer submits a binding offer to conclude a contract for the chosen plan. For free use ("Hobby" plan), the offer is submitted with completion of the registration.

(3) The Provider accepts the offer by activating the workspace and confirms this by email. The contract is concluded with this confirmation.

(4) The contract language is German. The contract text is not stored by the Provider beyond the confirmation email; you are free to archive the applicable T&Cs and withdrawal instructions yourself.

(5) Input errors during the order process can be corrected at any time before clicking the order button via the browser's "Back" function and the correction features of the input fields.

### § 4 PLANS, FEES, HARD CAPS

(1) The same six tiers apply as in the B2B T&Cs:

Plan	Monthly price	Bots	Messages/month	Library
Hobby	EUR 0.00	1	250	50 pages
Solo	EUR 19.00	3	2,500	500 pages
Studio	EUR 49.00	10	10,000	2,000 pages
Scale	EUR 199.00	50	50,000	10,000 pages
BYOK	EUR 39.00 flat	50	unlimited	unlimited
Custom	from EUR 299.00	negotiated	negotiated	negotiated

(2) The prices shown on the website are net prices. The applicable statutory VAT (currently 19%) is shown separately during the order process before the paid order is placed and added to the net price; the resulting total is the final price at which the contract with you is concluded. For customers with habitual residence outside Germany, the applicable tax rate is determined automatically by our payment service provider according to the destination-country rules and displayed during the order process.

(3) The contingents are hard caps: on reaching them, further requests will not be answered until the start of the next billing cycle. There is no automatic overage charge.

(4) On the "BYOK" plan, the Customer uses their own Mistral API key; inference is then billed by Mistral directly to the Customer.

(5) The billing cycle begins with the first activation of the plan and ends one month later (monthly anniversary). The fee is due at the start of each cycle.

(6) Verified educational institutions receive a 20% discount on the list price of each paid plan.

(7) **Payment processing.** Payments are processed by Mollie B.V. (Keizersgracht 313, 1016 EE Amsterdam, Netherlands) as the payment service provider. The following payment methods are available during the order process, where applicable: SEPA Direct Debit, credit card (Visa, Mastercard), Apple Pay, Google Pay, iDEAL, Bancontact, SOFORT bank transfer and PayPal. The methods offered in any given case depend on your region and are shown to you before you complete the order. Card and IBAN data are processed exclusively by Mollie; the Provider does not receive or store card data.

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

## § 5 RIGHT OF WITHDRAWAL FOR CONSUMERS

(1) You have the right to withdraw from this contract within fourteen days without giving any reason. Details follow from the separate withdrawal instructions (</legal/withdrawal>) and the model withdrawal form (</legal/withdrawal-form>), which form part of this contract and which we provide to you in text form before contract conclusion.

(2) **Early expiry of the right of withdrawal (digital service, § 356 (4) BGB):** The Provider begins performance of the contract before the withdrawal period expires only if (a) you have expressly consented in the order process by submitting the corresponding declaration, and (b) you have at the same time acknowledged that you lose your right of withdrawal by giving this consent once performance of the contract begins. If you do not provide this double declaration, the Provider only starts provision after the withdrawal period has expired.

## § 6 CUSTOMER OBLIGATIONS

(1) The Customer undertakes not to misuse the Service. Prohibited in particular is any use for unlawful purposes, the uploading of unlawful content, and any attempt to circumvent the technical integrity of the Service.

(2) When embedding the widget into their own properties, the Customer ensures that they provide the information required under Art. 13/14 GDPR and inform end users that they are interacting with an AI system (cf. Art. 50 EU AI Act, where applicable).

(3) The Customer is responsible for the access security of their workspace.

## § 7 RIGHTS OF USE

For the term of the contract, the Customer receives a non-exclusive, non-sublicensable right to use the Service. Content the Customer stores in the Service remains entirely the Customer's property; the Provider receives only a processing right limited to providing the Service.

## § 8 DATA PROTECTION

The Provider processes personal data in accordance with the applicable privacy policy (</legal/privacy>).

## § 9 CONTRACT TERM; TERMINATION

(1) The contract is concluded for an indefinite period. You may terminate it at any time with effect from the end of the current billing cycle.

(2) **Cancellation button (§ 312k BGB):** You may terminate the contract at any time via the button provided for this purpose on the website. No reason needs to be given. The Provider confirms receipt of the cancellation without undue delay in text form, stating the content and the date and time of receipt.

(3) The right to extraordinary termination for cause remains unaffected for both parties.

(4) After a reasonable data-take-out period of 30 days following termination, the Provider may permanently delete the workspace.

#### **§ 10 WARRANTY**

The statutory provisions apply to defects of the Service, in particular §§ 327 ff. BGB for contracts on digital products.

#### **§ 11 LIABILITY**

(1) The Provider has unlimited liability for intent and gross negligence, for injury to life, body or health, for breach of material contractual obligations (cardinal obligations) and under the Product Liability Act.

(2) For slightly negligent breach of material contractual obligations, liability is limited to the foreseeable, contract-typical damage.

(3) Any further liability is excluded.

#### **§ 12 AMENDMENTS TO THESE T&CS**

(1) The Provider may amend these T&Cs with effect for the future when the amendment becomes necessary to react to a change in the legal situation or in the functioning of the Service that was not foreseeable at the time the contract was concluded, and the amendment does not shift the ratio of performance and counter-performance to the Customer's detriment.

(2) Amendments are communicated to the Customer in text form at least six weeks before they take effect. The Customer may object to the amendment in text form within six weeks of receipt. In the case of an objection, the previous version continues to apply; the Provider may, however, ordinarily terminate the contract on the intended date of the amendment with one month's notice. The Customer will be specifically informed of these consequences in the notification.

#### **§ 13 DISPUTE RESOLUTION**

(1) In accordance with Art. 14 (1) of Regulation (EU) No 524/2013 (ODR Regulation), we inform you that the European Commission provides a platform for online dispute resolution (ODR) which can be accessed at: <https://ec.europa.eu/consumers/odr/>

(2) The Provider is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

#### **§ 14 FINAL PROVISIONS**

(1) The law of the Federal Republic of Germany applies. This choice of law applies to consumers only insofar as it does not deprive them of the protection of mandatory provisions of the law of the state in which the consumer has their habitual residence (Art. 6 (2) Rome I Regulation).

(2) No explicit place-of-jurisdiction agreement is concluded with consumers; the statutory provisions apply.

(3) Should individual provisions of these T&Cs be or become invalid, the validity of the remaining provisions remains unaffected.