

Terms and Conditions for “Ariadne’s Advanced Agents” (Version 07/2025)

1. General Provisions

1.1 Scope and User Base

These Terms and Conditions (“T&Cs”) govern the contractual relationship between Ariadne Industries GmbH (hereinafter “Provider,” “we,” or “us”) and the user (hereinafter “Customer” or “you”) of the AI application “Ariadne’s Advanced Agents” (available as a web app on <https://ai.ariadneanyverse.de/> as well as natively on desktop and mobile devices) and its associated website (<https://www.ariadneanyverse.de/>) (collectively, the “Services”). Our Services are primarily intended for users with residence or business headquarters in the European Union (EU) or the European Economic Area (EEA). Users from other countries expressly acknowledge, by registering, that German law shall exclusively apply to all claims and legal disputes (see also Section 9.2).

1.2 Conclusion of Contract

By using our Services, you agree to these T&Cs. If you disagree with any specific provisions, you must not use our Services.

1.3 Scope of Application for On-Premise Software / Supplementary License Terms

If the Customer acquires or uses an on-premise version of the software, the current version of the Annex “*On-Premise License Terms*” as well as any applicable special license or contractual terms (e.g., individual offer, project agreement, license agreement) shall apply in addition to these Terms and Conditions. In the event of any discrepancies, the following order of precedence shall apply:

1. Special license or contractual terms (e.g., individual offer, project agreement, license agreement),
2. Annex “*On-Premise License Terms*”,
3. these Terms and Conditions.

The supplementary license terms and any deviating individual provisions are available on the provider’s website or in the respective contractual documents and will be provided to the customer at the time of conclusion of the contract.

2. Subject Matter and Scope of Services

2.1 Service Description

We offer an AI-based application for intensive and automated work with your own and external data, either under a subscription model or in a limited free version. The so-called “agents” within the application enable deep data integration and a high level of automation. You can analyze and organize data, and configure AI agents that automatically perform tasks using your data. Our focus is on maximizing your data sovereignty and privacy; accordingly, we provide features to ensure data protection and data sovereignty.

2.2 Scope of Services

The exact range of features, any limitations (e.g. usage volume, functionalities in various pricing tiers), and potential add-on options are detailed in the respective service descriptions on our website or in separate agreements.

3. Registration, Access, and Customer Obligations

3.1 Registration

Registration is required to use our Services. You agree to provide complete and truthful information about yourself or your company and to keep this information up to date at all times.

3.2 User Account and Login Credentials

Your user account is personal and non-transferable. You are responsible for keeping your login credentials confidential and must promptly inform us of any unauthorized use.

3.3 Code of Conduct and Commercial Use

- You agree to use the Services solely for lawful purposes and to refrain from any actions that may impair the operation of the application or violate the rights of third parties.
 - The transfer or provision of the Service itself to third parties is not permitted. In particular, it is prohibited to resell or market the functionalities included in your subscription for commercial purposes to third parties.
 - **Commercial Use:** It is expressly permitted to use the Services in a business context, provided that you (or your company) are the contracting party and such use does not conflict with any other provisions of these T&Cs (especially Section 5.2). For example, a company can purchase a subscription and allow its employees to use it for data analysis or other commercial purposes, as long as this takes place within its internal business operations.
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4. Payment Terms and Subscription

4.1 Prices and Payment Methods

All fees listed in our price schedule are exclusive of any applicable statutory VAT. For subscriptions, billing recurs at the agreed interval (e.g. monthly or annually).

4.2 Payment Processing

Payment is made through the payment methods we offer. If payments are not made on time due to technical or other reasons, we reserve the right to temporarily suspend access to the Services or terminate the contractual relationship.

4.3 Cancellation

You may cancel your subscription at any time via your user account. The contractual relationship then ends at the next possible billing date. Unless otherwise required by law, there will be no refund of payments already made.

5. Usage Rights and Content

5.1 Rights of Use to the Software

We grant you a simple, non-transferable, and non-exclusive right to use the application during the term of the contract, within the agreed scope of services.

5.2 Ownership and Copyright

All rights to the software and the underlying technologies remain with us or our licensors. The reproduction, distribution, or disclosure of the software is not permitted without our explicit consent.

5.3 Your Own Content

All data (e.g. texts, images) that you upload to the application remains your property. You are responsible for ensuring that you hold all necessary rights to this content.

6. Liability and Warranty

6.1 Disclaimer of Liability

Use of the application is provided “as is.” We shall not be liable for damages caused by errors, interruptions, or delays in its use unless they result from willful misconduct or gross negligence.

6.2 Warranty

We endeavor to provide continuous and fault-free Services. However, there is no entitlement to error-free performance. We reserve the right, at our sole discretion, to modify and improve the application at any time.

7. Data Protection and Data Security

7.1 No Use of User Data for Training or Advertising

Any data you upload to the application (e.g. datasets, texts, documents) will **not** be used by us for training our AI models or for advertising purposes. We do not conduct substantive analysis or profiling. Each user has an isolated data area (“own database”) strictly separated from other users’ data.

7.2 Logging of Technical Metadata

We only collect and log the following technical data to the extent necessary for the secure and efficient operation of the application:

- **Login and session information** (e.g. login/logout timestamps, session IDs),
- **Request frequency** (e.g. number of requests made),
- **Error messages** or similar system events for error analysis.

We use these log data solely to ensure system operations and for internal load analyses (e.g. how many user requests per day). No further personal data analysis is performed.

7.3 Data Protection

Protecting your personal data is our highest priority. Furthermore, we process your data in accordance with our separate Privacy Policy, which is part of this contract. There, you can find

additional details, particularly regarding the technical and organizational measures we implement to protect your data.

7.4 Data Security

We take appropriate technical and organizational measures to safeguard your data against loss, misuse, or unauthorized access.

8. Term of the Contract and Termination

8.1 Contract Duration

The contract becomes effective upon registration or when you first begin using the Services, and remains in force for an indefinite period unless a specific subscription term has been agreed.

8.2 Termination Right

- For subscriptions: You may cancel at any time via your user account, with the cancellation taking effect at the end of the current billing period.
 - Both parties may terminate the contract without notice for good cause (e.g. material breach of contract) at any time.
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9. Final Provisions

9.1 Changes to these T&Cs

We reserve the right to modify these T&Cs. We will inform you of any significant changes in a timely manner. The updated terms are deemed accepted if you do not object to them in writing within 14 days of receiving notice of the changes. If you timely object, we reserve the right to terminate the contract extraordinarily.

9.2 Applicable Law and Jurisdiction

The law of the Federal Republic of Germany shall apply, excluding the conflict-of-law rules under private international law. Where legally permissible, the exclusive place of jurisdiction is the registered office of our company ([Location]). This also applies to users outside the EU/EEA, who expressly acknowledge by using our Services that German law and the specified jurisdiction shall govern any legal disputes.

9.3 Severability Clause

Should individual provisions of these T&Cs be or become invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a regulation shall apply that comes as close as possible to the economic purpose of the invalid provision.
