General Terms and Conditions (AGB)

Tasker & Fox GmbH · Product “Floriti”

Version 1.3 · As of 17 November 2026

Convenience translation – only the German version is legally binding.

for the provision of the software “Floriti” as Software-as-a-Service (SaaS) by Tasker & Fox GmbH, Hohenlohestraße 17, 80637 Munich, registered in the commercial register of the Local Court (Amtsgericht) of Munich under HRB 315350 (hereinafter “Provider”).

§ 1 Scope

(1) These Terms and Conditions apply to all contracts concerning the provision of the software “Floriti” as SaaS between the Provider and the Customer.

(2) The offer is directed exclusively at businesses (entrepreneurs within the meaning of § 14 BGB (German Civil Code)), legal entities under public law and special funds under public law. The conclusion of contracts with consumers is excluded; by placing its order, the Customer confirms that it is acting as a business.

(3) Conflicting or deviating terms and conditions of the Customer shall not become part of the contract unless the Provider expressly agrees to their application in text form (e.g. e-mail).

§ 2 Subject Matter and Components of the Contract

(1) The Provider makes the software “Floriti” (dynamic form registers with workflows, reports, interfaces and optional AI functions) available to the Customer for use via the internet as a separate, dedicated instance with its own database.

(2) The components of the contract, in the following order of precedence, are: (a) any individual agreement, (b) the Data Processing Agreement (DPA) including the TOMs, (c) the Service Level Agreement (SLA), (d) these Terms and Conditions, (e) the Service Description in the version valid at the time the contract is concluded.

(3) The source code is not provided; installation at the Customer's premises is not owed.

(4) Use requires, on the Customer's side, internet access and an up-to-date web browser customary in the market; no special client software is required. If the Customer connects optional functions to its own systems or to third-party services (e.g. single sign-on via an identity provider, synchronisation with external databases or its own AI provider pursuant to § 8 (5)), the provision, configuration and availability of these systems fall within the Customer's area of responsibility.

§ 3 Conclusion of Contract

(1) The presentation of the plans on the website does not constitute a binding offer but an invitation to place an order.

(2) The Customer's order via the order form only becomes binding once the Customer has verified its e-mail address via the confirmation link sent to it (double opt-in). The contract is concluded upon the Provider's order confirmation in text form or upon provision of the instance, whichever occurs first.

(3) The demo plan is a free-of-charge trial for 30 days; it ends automatically without the need for termination. § 11 (Availability/SLA) does not apply to the demo plan.

§ 4 Services of the Provider

(1) The Provider makes the software available for use from the point of transfer (exit of the data centre). Availability and support are governed by the SLA.

(2) Hosting takes place in data centres in Germany (currently: Hetzner Online GmbH, Falkenstein). Each Customer receives its own application instance and its own database.

(3) The Customer database is backed up daily; details are governed by the SLA.

(4) The Provider continuously develops the software. It may change or extend the range of functions, provided that the contractually agreed core of the services is not impaired and the change is reasonable for the Customer.

§ 5 Rights of Use

(1) For the term of the contract, the Customer receives the simple, non-exclusive, non-sublicensable and non-transferable right to use the software to the contractually agreed extent (plan, number of users) for its own business purposes.

(2) Use for third parties or by third parties (e.g. as a service bureau) requires the prior consent of the Provider in text form. Inviting external users within the scope of the intended functions (e.g. approvers, public forms) is permitted.

(3) In particular, the Customer is not permitted to (a) reverse engineer, decompile or disassemble the software, except where this is mandatorily permitted by §§ 69d, 69e UrhG (German Copyright Act), (b) reproduce the user interface, graphical elements, texts or marks of the software or adopt them for its own products, (c) circumvent protection or quota mechanisms or unlock functions not included in the booked plan, or (d) use the software in violation of third-party rights.

§ 6 Obligations of the Customer

- keep access credentials secret, use secure passwords and inform the Provider without undue delay if misuse is suspected;
- manage its own users and their permissions itself and grant them only to persons with power of representation or otherwise authorised persons;
- not upload or process any content that is unlawful, contains malicious code or infringes third-party rights; the Customer is solely responsible for the content posted by the Customer;
- not misuse the software, in particular not carry out any attacks, load tests without prior coordination or circumventions of quotas and security mechanisms;
- additionally back up data independently on a regular basis using the built-in export functions, insofar as this is of particular importance to the Customer.

§ 7 Content; Handling of Unlawful Content

(1) Content posted or transmitted by the Customer and its users (including comments, support reports and information collected via public forms) is third-party content for the Provider; the Provider does not adopt it as its own and assumes no general monitoring obligation. The storage of third-party content is governed by the provisions on intermediary services (Regulation (EU) 2022/2065 – Digital Services Act (DSA)).

(2) The Customer shall use its best endeavours to ensure that its users do not post unlawful content and shall itself remove, without undue delay, any unlawful content in its instance that comes to its knowledge; the software provides the editing and deletion functions required for this purpose.

(3) Notices of allegedly unlawful content may be sent to support@floriti-register.com. The Provider shall examine sufficiently substantiated notices without undue delay and may block or remove the content concerned if it is unlawful or violates this contract; it shall inform the Customer of the measure and the reason for it. In case of imminent danger (e.g. malicious code or obviously criminal content), blocking may take place without prior notice; such notice shall be given subsequently without undue delay.

(4) Further statutory obligations of the parties, in particular under Regulation (EU) 2022/2065, remain unaffected.

§ 8 AI Functions and Fair Use Policy

(1) The software contains optional AI functions (currently including AI analysis of content and a semantic knowledge base). The AI functions are continuously being developed further; they are additional support tools and not an independent subject matter of the contract.

(2) Quota: The scope of AI usage included in the respective plan (monthly quota in AI points) and the points consumed per function are set out in the Service Description or the individual agreement; the Provider determines the size of the quota and may adjust it per instance. The quota status displayed in the application is authoritative. Unused points expire at the end of the month and are not carried over.

(3) Purpose limitation (fair use): The AI functions are intended exclusively to support the intended use of Floriti, i.e. the analysis, summarisation, translation and searching of the Customer's own register and document content within the application. In particular, the following are not permitted:

- use as a general chat, text or code generation service without reference to the Customer's register content;
- automated, script-controlled or API-controlled mass queries of the AI functions;
- circumvention, manipulation or multiplication of the quota (e.g. by splitting it across several instances for this purpose);
- provision of the AI functions to third parties, whether for consideration or free of charge, outside the contractual use.

(4) In the event of violations of paragraph 3 or of use that places a disproportionate burden on system stability or costs, the Provider may throttle or temporarily block the AI functions after prior notice in text form; in the case of serious or repeated violations, also without notice. The other functions of the software remain unaffected.

(5) If the Customer uses its own API key or its own AI endpoint of an AI provider (Bring Your Own Key/Endpoint), the terms and conditions of that provider apply in addition; to that extent, the costs and compliance with those terms and conditions are the responsibility of the Customer. In this case, the quota pursuant to paragraph 2 does not apply.

(6) AI-generated results are produced by machine and may contain errors. They are support services; the Customer must itself verify them before any use having legal or economic significance. No guarantee of quality (Beschaffenheitsgarantie) is given as to the accuracy of the content of AI outputs.

(7) If the Customer uses the AI functions in relation to its own end users or other third parties, the Customer alone is responsible for complying with the statutory obligations applicable in this respect, in particular the

transparency and information obligations under Regulation (EU) 2024/1689 (AI Act); this may in particular include labelling AI-generated content vis-à-vis end users.

§ 9 Storage and System Resources (Fair Use)

(1) The file storage for attachments included in the plan is set out in the Service Description. When the quota is reached, new file uploads are rejected; existing data remain unaffected. An extension is possible at any time.

(2) In the “Full” plan, a fair-use framework of up to 15 GB per instance applies to register data. If this is foreseeably exceeded, the Provider will contact the Customer to find an individual solution; no blocking will take place without prior coordination.

(3) The public API and the automations must be used to an extent that does not impair system stability. Technical rate limits remain reserved.

§ 10 Fees and Payment

(1) The prices agreed upon conclusion of the contract in accordance with the Service Description or the order apply. All prices are exclusive of statutory VAT.

(2) The fees are invoiced annually in advance, first upon provision of the instance and thereafter in good time before the start of each further contract year. At the Customer's request, the Provider invoices the fees for the entire agreed term in advance. For multi-year terms, the Customer owes the fees for all contract years; annual invoicing is merely a payment facility and does not give rise to any right of early termination. The agreed term discount applies to each annual invoice. Invoices are due without deduction within 14 days of the invoice date; invoices for further contract years, however, are not due before the start of the respective contract year.

(3) Money-back guarantee: For paid plans, the Customer may withdraw from the contract in text form within 30 days of provision of the instance without giving reasons; fees already paid will be refunded in full.

(4) In the event of payment default of more than 30 days, the Provider may block access after giving notice with a grace period of 14 days until the outstanding fees have been settled. The obligation to pay remains unaffected by the blocking.

(5) Price adjustments are possible for the first time after expiry of the initial term and no more than once a year, with a notice period of three months to the renewal date. In the event of an increase, the Customer has a special right of termination effective as of the date on which the increase takes effect.

§ 11 Availability and Support

Availability, service hours, response times, maintenance windows, data backup and service credits are governed by the SLA. For the free-of-charge demo plan, the software is provided without any availability or support commitment (“as is”).

§ 12 Data Protection

(1) Insofar as the Provider processes personal data on behalf of the Customer, the parties shall conclude a Data Processing Agreement (DPA) pursuant to Art. 28 GDPR including the technical and organisational measures (TOMs) – as a rule on the basis of the Provider's template; it forms part of this contract.

(2) The current list of sub-processors (currently: Hetzner Online GmbH – hosting, Germany; Brevo/Sendinblue SAS – transactional e-mails, EU; Anthropic PBC – AI analysis, only if the AI function is activated) is set out in the DPA.

(3) If the Customer is subject to a professional duty of confidentiality under § 203 StGB (German Criminal Code) (e.g. as a lawyer, tax adviser or member of a healthcare profession) and processes protected secrets in the software, it must notify the Provider of this in text form before processing begins. In this case, the Provider undertakes to maintain confidentiality within the meaning of § 203 (4) StGB and will bind all persons who may obtain access to such data to confidentiality accordingly; at the Customer's request, the parties shall conclude a separate agreement to this effect. It is the Customer's responsibility to examine whether engaging the Provider is compatible with the Customer's professional regulations.

§ 13 Confidentiality

The parties shall treat as confidential any confidential information of the respective other party that comes to their knowledge in connection with the contract and shall use it only for the performance of the contract. This obligation continues for three years after the end of the contract. Statutory disclosure obligations remain unaffected.

§ 14 Warranty and Liability

(1) The statutory warranty provisions of tenancy law (Mietrecht) apply, subject to the following: the Provider's no-fault liability for defects already existing at the time the contract is concluded (§ 536a (1), 1st alternative BGB) is excluded.

(2) The Provider is liable without limitation in cases of intent and gross negligence, for injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz) and to the extent of any guarantee assumed.

(3) In the event of a slightly negligent breach of a material contractual obligation (cardinal obligation – i.e. an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the Customer may regularly rely), liability is limited to the foreseeable damage typical for the contract, but in any case to no more than the fees paid by the Customer in the twelve months preceding the event giving rise to the damage. Otherwise, liability for slight negligence is excluded.

(4) Within the scope of paragraphs 2 and 3, the Provider is liable for loss of data only in the amount that would typically have been incurred had data been properly backed up in accordance with the SLA and supplemented by the Customer's own backups (§ 6).

(5) The above limitations also apply in favour of the Provider's corporate bodies, employees and vicarious agents.

§ 15 Term and Termination

(1) The contract for paid plans begins upon provision of the instance and has the ordered initial term of one, two or three years. The agreed term discounts apply to multi-year terms.

(2) The contract is renewed in each case for a further year unless it is terminated in text form with one month's notice to the end of the respective term. Each renewal is for a one-year term at the list price without term discount; term discounts apply only if the parties again agree on a multi-year term in text form before the renewal date.

(3) The right to termination for good cause remains unaffected. Good cause for the Provider exists in particular if the Customer remains in default with the fees despite a reminder and a grace period or seriously violates § 6, § 7 or § 8.

§ 16 Data Export, Switching of Provider and Erasure (Data Act)

(1) The Customer may export its data itself at any time during the term. The exportable data comprise exhaustively: (a) all register entries with all field values, (b) all uploaded file attachments in their original format, (c) the configuration of registers, questionnaires and workflows (structure export), (d) user, group and area assignments, and (e) the activity log to the extent of the configured retention period. Export takes place in structured, commonly used and machine-readable formats (XLSX, CSV, JSON via the application programming interface, ZIP); data under (e) are provided by the Provider on request. Excluded are data relating exclusively to the Provider's internal operations (in particular source code, system configuration, server logs, cryptographic keys and password hashes), insofar as their disclosure would endanger trade secrets or the security of the service.

(2) The Customer may at any time request in text form to switch to another provider or to its own infrastructure, or to export all of its data (switching request). The switching process starts no later than two months after receipt of the switching request, or earlier at the Customer's request.

(3) The subsequent transitional period is no more than 30 calendar days. During this period the Provider continues to provide the instance unchanged, provides reasonable assistance to the Customer and third parties authorised by it in the switching process and in its exit strategy, provides all information required for this purpose, acts with due care to maintain business continuity, informs about known risks to continuity and ensures a high level of security. If the transitional period is technically unfeasible, the Provider shall notify the Customer, stating reasons, within 14 working days of the switching request and specify an alternative transitional period of no more than seven months. The Customer may extend the transitional period once by a period it considers appropriate.

(4) The contract ends upon successful completion of the switching process; the Provider shall notify the Customer thereof without undue delay. The obligation to pay the fees for the agreed term remains unaffected; fees paid in advance are not refunded. § 10 (3) remains unaffected.

(5) The Provider does not charge any fees for data export, switching assistance and erasure under this § 16.

(6) After the end of the contract and after expiry of the transitional period, the Customer may retrieve its data for at least a further 30 calendar days (retrieval period). Thereafter, or earlier at the Customer's request after successful switching, the Provider erases all exportable data and digital assets generated by the Customer completely (instance, database, file attachments) and confirms this in text form; backup copies roll off no later than 14 days thereafter. Statutory retention obligations remain unaffected.

(7) Paragraphs 2 to 6 implement Articles 23 to 31 of Regulation (EU) 2023/2854 (Data Act); in case of doubt, its mandatory provisions prevail. Paragraphs 2 to 5 do not apply to the free-of-charge demo plan as a time-limited trial version (Art. 31(2) Data Act). A description of the export functions, data structures and formats is provided in the online manual. The information pursuant to Art. 28 Data Act (jurisdiction of the infrastructure used and measures against unlawful governmental access from third countries) is published by the Provider at https://floriti-register.com/security#data-act.

§ 17 Amendments to these Terms and Conditions

The Provider may amend these Terms and Conditions with effect for the future, provided that the amendment is reasonable for the Customer, taking into account the interests of the Provider. The Customer

will be notified of amendments in text form at least six weeks before they take effect. If the Customer does not object within four weeks of receipt of the notification, the amendments shall be deemed approved; the Customer will be specifically informed of this consequence in the notification. In the event of an objection, the previous version continues to apply; in this case, both parties may terminate the contract at the next possible date.

§ 18 Final Provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is Munich, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law.

(3) Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.

(4) Amendments and supplements to the contract require text form; this also applies to any amendment of this text form requirement.

(5) Only the German version of these Terms and Conditions and of the other contractual documents is authoritative. Translations into other languages are for information purposes only.