



GENERAL TERMS AND CONDITIONS – INSPACE DE GmbH

Version: August 2026

Article 1 – Definitions and Scope of Application

1. InSpace: InSpace DE GmbH, with its registered office in Eindhoven and registered in the Commercial Register of the Chamber of Commerce under number: 96420197.
2. Client: the client, acting in the exercise of a profession or business, who has entered into an agreement with InSpace.
3. Agreement: the agreement between InSpace and the Client, pursuant to which InSpace undertakes to provide services to the Client. The services may in particular consist of onboarding, technical analysis, intake, scan, strategy preparation, content planning, the creation, optimization and provision of SEO/GEO content, as well as related services, as further described in the agreement, offer or assignment.
4. Services: the digital services offered and provided by InSpace in the field of SEO/GEO, in particular onboarding, technical analysis, strategy and content planning, creation, optimization, provision and – insofar as technically possible and agreed – publication or publication support of SEO/GEO content. InSpace may use artificial intelligence (AI) systems in the performance of the services.
5. Entrepreneur: if the Client is a natural person or enters into an agreement on behalf of a legal entity or a partnership with legal capacity that, at the time of concluding the agreement with InSpace, acts in the exercise of its commercial, freelance, self-employed, public-law or non-profit professional activity. These Terms and Conditions are aimed at companies / entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), but not at consumers within the meaning of Section 13 BGB or end consumers within the meaning of the German Price Indication Ordinance (PAngV).
6. Platforms: platforms are all sales and operational channels and services used by InSpace. In particular, these include websites or apps and profiles on websites or apps of its partners. These Terms and Conditions apply on all platforms of InSpace.
7. The version of the Terms and Conditions valid at the time the agreement is concluded shall be decisive. Deviating terms and conditions are not accepted. This also applies if InSpace has not expressly objected to their inclusion. Something else may apply insofar as otherwise provided in individual cases in these Terms and Conditions. Where legal texts or documents translated into a language other than German exist, the German legal texts or documents are legally binding and therefore applicable – the translated legal texts or documents serve only for better understanding.
8. All agreements made between the Client and InSpace in connection with a service arise in particular from an order or assignment, the corresponding annexes, our confirmation, our acceptance and additionally, insofar as not regulated therein, from these Terms and Conditions. These Terms and Conditions also apply to later orders or assignments placed by the Client during or after the expiry of the contractual term, unless other Terms and Conditions have been incorporated at that time.
9. With the exception of written amendments and additions to these Terms and Conditions, electronically or digitally created documents or records shall be deemed equivalent to written documents or records.
10. These Terms and Conditions also apply to other agreements concluded between the Client and InSpace, insofar as no specific Terms and Conditions relating to the other type of agreement exist and clauses of these Terms and Conditions can be applied in terms of content.

Article 2 – Scope of Services and Performance

1. InSpace provides digital services in the field of automated SEO for companies.
2. InSpace offers various service packages. These include in particular:
 - a. Stratosphere Plan
 - i. A service package for companies that are beginning to build initial thematic content and cover long-tail search queries.
 - b. Milky Way Plan
 - i. A service package for companies that want to expand their content across multiple subject areas and build stronger topical authority.
 - c. Universe Access
 - i. A service package for companies that want to comprehensively scale their content production as well as their visibility in search engines and AI systems.

The specific scope of services is determined by the respective offer or agreement. Insofar as a specific content output is agreed in the offer or agreement, this shall additionally be governed by Article 13 of these General Terms and Conditions.

3. To use the services, the Client receives access to software, online databases, functions, operating systems, documentation and all other components of the services provided by InSpace. The use of the services takes place via the platforms provided by InSpace.

The scope of the service in each individual case is determined by the Client's order or assignment, regardless of the communication channel through which it is placed. Any assignment exceeding the agreed scope of services or time quota, as well as requests for changes, requires a separate agreement and shall be remunerated separately.

Article 3 – Offers

1. The presentation of services on InSpace's platforms does not constitute a binding offer, but rather a non-binding presentation. An agreement is concluded exclusively with entrepreneurs. Offers and cost estimates are non-binding.
2. Unless expressly agreed otherwise in writing, all offers and other statements by InSpace, in whatever form, are entirely non-binding. InSpace reserves the right to revoke an offer until the time it is accepted by the Client. An offer is valid for the period expressly stated in that offer. If no validity period is included in that offer, this period shall be deemed to be a maximum of 30 days from the date of the offer.
3. Offers are based on the situation, technologies and circumstances that apply at the time the offer is made. If these underlying assumptions change, InSpace reserves the right to adjust the offer or to treat additional work as extra work.
4. All information provided with an offer, such as illustrations and descriptions, serves exclusively for information purposes and is stated as accurately as possible. Obvious mistakes or obvious errors in the offer do not bind InSpace.
5. The Client is responsible for the accuracy and completeness of the data transmitted to InSpace by or on behalf of the Client, on which InSpace based its offer.



Article 4 – Conclusion of the Agreement

1. A legally binding order or assignment may be placed in any manner offered by InSpace's platforms or proposed by InSpace in an individual case. In particular, the order or assignment may be placed as follows:
 - By the Client clicking an order or assignment button on InSpace's platforms, in particular on InSpace's websites and apps as well as on InSpace's profiles on third-party websites and apps.
 - By the Client submitting completed order or contractual documents through any common communication channel, such as email, post or via InSpace's social media profiles, or by replying with acceptance to an offer to conclude an agreement sent by InSpace through such a communication channel.
 - By the Client handing over completed order or contractual documents, for example at InSpace's premises or the Client's premises, at trade fairs, information or promotional events, or on any other occasion.
 1. The Client is bound by the assignment or order for a period of two weeks after it has been submitted.
 2. By placing the assignment or order, the Client bindingly agrees to these General Terms and Conditions as well as to data processing in accordance with InSpace's privacy policy.
 3. InSpace may confirm receipt of the submitted order or assignment:
 - by email to the email address provided or used by the Client, or by message within InSpace's platforms, in particular within InSpace's websites and apps as well as InSpace's profiles on third-party websites and apps,
 - or by confirmation letter sent by post or handed over in person.
 4. The confirmation does not constitute binding acceptance of the order or assignment unless, in addition to confirming receipt, acceptance is also declared therein. InSpace generally confirms the order or assignment itself. However, a third party may also issue a confirmation on behalf of InSpace if the Client has ordered or assigned InSpace's service on third-party platforms, in particular on a third party's website or app.
 5. An agreement between the Client and InSpace is only concluded when InSpace:
 - expressly accepts the Client's order or assignment,
 - begins providing the service,
 - issues an invoice,
 - provides the service, in whole or in part,
 - or the Client sets up an account on InSpace's platforms, whether by registration, by transfer of the Client's data from a third-party provider, or in another manner.
 6. Acceptance may take place at the same time as the confirmation.
 2. If there are multiple contractual partners, in particular if the order or assignment is placed jointly by several persons, or if the contractual partner is a partnership, the contractual partners or the partners of the partnership shall be jointly and severally liable for InSpace's claims.
 3. InSpace is entitled, in performing the agreement, to rely on the instructions and information of a single contractual partner or partner of a partnership, in particular without coordinating this with the other contractual partners or partners, unless another party objects in writing.
- An objection entitles InSpace to terminate the agreement on the basis and with the consequences of a lack of cooperation.

Article 5 – Scope of Services and Performance

1. If a service provided by InSpace requires the creation of an account on InSpace's platforms, the Client shall receive this account by registering.
2. Providing the data requested during registration is mandatory. The Client assures that such data is complete and accurate. Registration may take place by entering the data on InSpace's platforms.
3. The following requirements apply to registration:
 - Entrepreneurs who are natural persons must be natural persons with full legal capacity and over the age of 18.
 - Entrepreneurs who are partnerships or corporations, as well as other bodies, associations or communities, must have legal capacity.
4. There is no entitlement to registration. InSpace is entitled to reject a registration. Upon completion of the registration, a contractual relationship is established between the Client and InSpace.
5. Upon registration, the Client receives an account containing all data necessary for use. The account may only be used by the Client itself. In particular, the Client is prohibited from allowing third parties to use the account or from transferring the account to third parties (account sharing). The password may be changed at any time. Multiple accounts for one person are not permitted. The account shall continue to exist until termination takes effect.
6. The Client is responsible for the content and quality of all information provided and assures that it is accurate and complete.
7. The Client must not endanger the secure operation of InSpace's platforms. The Client must refrain from anything that could harass other users of the platforms or that goes beyond the intended use. In particular, the Client is obliged to refrain from the following:
 - uploading or sending files that contain a virus or other malware, or carrying out any other interference that could impair the functionality or availability of the platforms or alter or delete content,
 - uploading or sending any form of advertising, in particular email advertising, SMS advertising, chain letters or other harassing content,
 - subjecting the platforms to excessive load or otherwise disrupting or endangering their functioning,
 - using crawlers, spiders, scrapers or other automated mechanisms to access the platforms and collect content without InSpace's written consent,
 - collecting or using information such as email addresses or telephone numbers of other users without prior consent,
 - reproducing, making publicly accessible, distributing, editing or otherwise using content from the platforms or from third parties without the prior consent of InSpace or the respective third parties in a manner that goes beyond the intended use.
8. InSpace is entitled to take measures with regard to the Client's account without stating reasons. In particular, InSpace is entitled to request a statement from the Client, temporarily suspend the account, issue a warning, or permanently block or delete the account. In addition, InSpace reserves the right to assert civil and criminal law claims. These measures do not affect the obligation to pay under service relationships that have already been established, in particular if the service has already been provided in whole or in part.
9. If services on InSpace's platforms can also be used without an account, the Client, by using the platforms, already submits an offer to conclude an agreement for the duration of use in accordance with these Terms and Conditions, which InSpace accepts by providing the service.

Article 6 – Onboarding, Technical Analysis and Preparation of the Services

1. After the agreement has been concluded, InSpace may, within the scope of the subscription, carry out onboarding, a technical analysis, an intake, a scan, a strategy proposal, content planning or comparable preparatory measures. These measures serve to prepare the services, the technical integration, the content strategy and further performance.
2. The preparatory measures referred to in paragraph 1 do not constitute a separate start-up phase, the completion of which would be a prerequisite for the start of the subscription, the due date of the subscription fee or the creation and provision of content, unless expressly agreed otherwise in writing.
3. InSpace is entitled, already during or independently of the performance of the preparatory measures, to create and optimize SEO/GEO content and make it available to the Client via the software, application, client environment, an online archive or in any other manner chosen by InSpace.
4. The Client shall ensure that it provides all information, access credentials, technical details, specifications and cooperation reasonably required by InSpace in a timely manner. This includes in particular access to the website, CMS, hosting environment, relevant accounts and other information required for analysis, strategy, content planning, creation, provision, publication or publication support.
5. If the Client does not provide required information, access credentials or cooperation, or does not provide them in a timely or complete manner, or if technical requirements on the Client's side are lacking, this shall not affect the start of the subscription or the Client's payment obligations. InSpace is entitled in such case to suspend or adjust the services or to make content available in another manner, in particular via the software, application, client environment, an online archive or a comparable environment. The consequences of a failure to cooperate, or of cooperation that is late or incomplete, shall be borne by and at the risk of the Client and shall neither constitute a breach of performance by InSpace nor give the Client a right to suspend payment, reduce fees, obtain a refund, claim damages or extend the agreement.
6. Insofar as InSpace makes or supports technical adjustments to the Client's website, CMS, hosting environment or other systems, InSpace shall exercise reasonable care in doing so. InSpace shall not be liable for temporary or permanent website outages, disruptions, data loss, reduced availability or incompatibility with existing systems, plugins or software, unless this is based on mandatory statutory liability of InSpace. The Client remains responsible at all times for creating up-to-date backups of the website and related data.

Article 7 – Obligations of the Client

1. In order to enable proper performance of the agreement, the Client is obliged to always provide, in a timely manner, all technical details, specifications, drafts, information and explanations reasonably requested by InSpace. The Client is responsible for this and warrants the legality, accuracy and completeness thereof.
2. The Client shall always provide all cooperation reasonably requested by InSpace in a timely manner, in particular in order to obtain access to systems, accounts, websites, CMS and hosting environments and to enable intake, technical analysis, onboarding, strategy preparation, content planning, creation, provision, publication or publication support of the content.
3. Insofar as the Client provides InSpace with devices, items, goods and/or other resources in the context of the performance of the subscription, the Client warrants the accuracy and completeness of these resources and their timely provision to InSpace. InSpace shall store the aforementioned resources with the care of a prudent custodian. InSpace shall not be liable for damage to, loss of or destruction of the resources provided, unless there is intent and/or deliberate recklessness on the part of InSpace.
4. InSpace is entitled to suspend its obligations under the agreement until the time at which the Client has fulfilled its obligations. If, after written notice, the Client has nevertheless not fulfilled its obligations, or has not fulfilled them completely, InSpace has the right to terminate the agreement. In such case, the Client shall be liable to InSpace for all damages and/or costs resulting from the non-performance, late performance and/or incomplete performance of its obligations.
5. If certain work must be performed at the Client's location, the Client shall provide the necessary facilities and access to the location in a timely manner and free of charge.
6. The Client guarantees that the information and content on its website, as well as all other materials provided by it, do not contain any misleading, harmful or unlawful content, or content that violates applicable laws and regulations.
7. If, during the term of the agreement, the Client makes changes to the website, content management system (CMS), hosting environment, domain structure, technical infrastructure or other relevant digital systems that may affect the performance or effectiveness of the services, the Client must inform InSpace of this in writing in advance.

Article 8 – Start and Duration of the Subscription

1. The subscription begins on the date on which the Client has accepted the offer in writing or electronically, unless the parties have agreed on a different start date in writing. From this date, the Client owes the agreed subscription fee, regardless of whether onboarding, technical analysis, website connection, implementation of recommendations or publication of content have already been completed.
2. The subscription is concluded for an initial term of twelve (12) months, unless a different term has been agreed in writing.
3. After expiry of the initial term, the agreement shall be tacitly renewed each time for twelve (12) months, unless otherwise agreed in writing.
4. Either party may terminate the agreement in writing by observing a notice period of one (1) month to the end of the initial term or to the end of the then-current renewed contractual period.
5. If, during the term of the subscription, a material change is made to the Client's website, CMS, technical infrastructure or other systems that may affect the performance of the services, InSpace is entitled to carry out a new technical analysis, a new scan or other additional work as extra work and to invoice this separately, insofar as this has been agreed in writing or, according to the circumstances, is to be regarded as an additional service outside the agreed subscription.

Article 9 – Prices

1. For the performance of the services, the Client owes the remuneration agreed in the offer or agreement. This may in particular consist of:
 - a. a fixed periodic subscription fee for the subscription services described in the offer;
 - b. any one-off work, insofar as this is listed separately in the offer or agreement;
 - c. any extra work or additional services, insofar as these have been agreed or are to be remunerated separately under these General Terms and Conditions.
2. Unless expressly agreed otherwise in writing, all prices are based on the prices and rates applied by InSpace at the time of the offer or conclusion of the agreement, plus VAT and other taxes, duties and public charges.
3. All work falling outside the subscription ("one-off work") shall be listed separately in the offer. The Client is obliged to pay the remuneration stated in the offer for such one-off work in accordance with the agreed payment terms.

4. InSpace is entitled to unilaterally modify the agreed rates, subscription fees, and other charges during the term of the Agreement. InSpace shall notify the Client of such changes in writing or electronically at least 30 days prior to the effective date. If the price change is not communicated at least one (1) month before the end of the current contract period, the Client has the option to terminate the Agreement at any time prior to the renewal of the subscription, effective at the end of the then-current period.
5. Price changes may result from, among other things, changes in market conditions, cost fluctuations, the expansion or modification of functionalities, technological developments, changes in service provision, changes in laws and regulations, indexation, or other business-economic or strategic reasons.
6. Regardless of whether any price increases were foreseeable at the time of an offer and/or conclusion of the agreement, InSpace is entitled at any time to implement price changes as a result of changes in VAT rates or tax rates.

Article 10 – Payment

7. The prices stated by InSpace are, unless presented or agreed otherwise in an individual case, net prices excluding VAT.
8. The subscription fee is owed from the start of the subscription in accordance with Article 8. Unless otherwise agreed between the Client and InSpace, the fee becomes due after conclusion of the agreement and before or at the start of the respective service period. The payment obligation exists regardless of whether onboarding, technical analysis, website connection, implementation of recommendations or publication of content have already been completed. If payment is not made, default in payment occurs. In the event of default in payment, InSpace is entitled to claim default interest and further damages in accordance with the statutory provisions. The default interest rate for entrepreneurs is governed by Section 288 of the German Civil Code (BGB).
9. Unless expressly agreed otherwise in writing, payment of fixed periodic subscription fees shall be made in advance by direct debit. The Client grants InSpace authorization to collect payment from the specified IBAN account number. Any changes to the IBAN account number must be communicated by the Client to InSpace in writing as soon as possible.
10. Subscription fees shall be collected on the calendar day on which the subscription began. If a month does not have this day, collection shall take place on the last calendar day of that month.
11. If no automatic direct debit procedure is applied, invoices shall be issued monthly in advance. Payment must be made within 14 days of the invoice date, unless expressly agreed otherwise in writing.
12. For one-off work, extra work and other separately agreed costs, a payment term of 14 days from the invoice date applies, unless otherwise agreed in writing.
13. Payments made by the Client shall always first be applied to settle all interest and costs owed and subsequently to reduce due invoices that have been outstanding the longest, even if the Client states that the payment relates to another invoice.
14. InSpace may at any time, regardless of the agreed payment terms, require the Client to pay in advance; in the absence thereof, InSpace is entitled to suspend the provision of services or terminate the agreement, without prejudice to InSpace's right to compensation for all damages and/or other statutory and contractual rights.
15. If the Client is in default with payment of any invoice, InSpace is entitled to hand over its claim(s) for collection to a third party, including a debt collection agency or bailiff, or to assign its claim(s), in whole or in part, to a third party. All associated costs shall be borne entirely by the Client.
16. The Client's default in payment does not affect the term of the subscription. The agreed subscription fees remain fully owed during the period of default in payment, even if InSpace suspends the performance of the services. Suspension of the services due to default in payment shall never result in suspension of the payment obligation or extension of the contractual term.
17. The Client is not entitled to set off claims against claims of InSpace, unless the counterclaims have been legally established by a final judgment or are undisputed.
18. A right of retention may only be exercised if the counterclaim arises from the same contractual relationship and has been legally established by a final judgment or is undisputed.
19. Payment claims of third parties are not part of the remuneration and must be paid separately by the Client. Billing of an hourly fee shall take place in 15-minute increments. Unused hours may expire, unless otherwise agreed.

Article 11 – Communication

1. To ensure fast and simple communication, communication shall generally take place by email and via the account on InSpace's platforms. The Client agrees that information may be sent to it by these means.
2. Dispatch and communication take place at the Client's risk. InSpace accepts no liability for disruptions in line networks, server problems or problems with delivery services.

Article 12 – Performance of the Services

1. Within the scope of the agreement, InSpace shall prepare, create, optimize and provide SEO/GEO content to the Client. Insofar as technically possible and agreed, InSpace shall place or publish this content directly on the Client's website. For direct placement, the Client must have a website, a content management system (CMS), a hosting environment and a technical setup that are compatible with InSpace's software and systems. The Client must provide InSpace with all access credentials, information and cooperation required for this in a timely manner.
2. If a direct connection to the Client's website or publication on the Client's website is not yet possible, InSpace remains entitled and obliged to create the agreed SEO/GEO content and to make it available via the software, application, client environment, an online archive or in any other manner chosen by InSpace. The content shall be deemed delivered as soon as it has been made visible or available to the Client, regardless of whether it has already been published on the Client's website.
3. As soon as publication on the Client's website is technically possible and the Client has provided all required access credentials, information and cooperation, InSpace shall make efforts to subsequently publish the content already provided or to support its publication. The later publication of previously provided content does not give the Client any right to suspend payment, reduce fees, obtain a refund, claim damages or extend the agreement.
4. InSpace shall use its best efforts to perform the services carefully and in accordance with the arrangements and procedures agreed between the parties, as well as the strategy and content funnel method applied by InSpace. Insofar as a number of SEO/GEO pages is included in the agreement or offer, this obligation relates exclusively to the creation and provision of the agreed content output, subject to circumstances attributable to the Client or third parties. InSpace never guarantees specific rankings, indexing, visibility, mentions in AI systems, visitor numbers, leads, revenue, conversions or any other commercial consequences or results.
5. InSpace is entitled to use third parties, in particular subcontractors, for the performance of the service.

6. The Client acknowledges that it is itself responsible for checking, validating, using and applying the content placed/provided by InSpace. InSpace does not guarantee that the content placed/provided by it is factually correct, up to date, complete or suitable for a specific purpose. InSpace shall not be liable for damages resulting from reliance on or use of content placed/provided by InSpace.
7. InSpace is entitled to have the services performed in whole or in part by third parties or artificial intelligence (AI) systems. The Client acknowledges that AI-generated outputs may be statistical and probabilistic in nature and may contain inaccuracies, incompleteness or interpretation errors. InSpace does not guarantee that the AI-generated output is factually correct, up to date, complete or suitable for a specific purpose. The Client remains responsible at all times for checking, validating, using and applying the output. InSpace shall not be liable for damages resulting from reliance on or use of AI-generated outputs.
8. In performing the services, InSpace is entitled to use program software, materials, software, products, etc. of third parties. InSpace shall never be liable for the consequences of the termination of support, production and/or delivery of the aforementioned resources by third parties. InSpace shall make efforts to inform the Client of such termination as soon as possible.
9. InSpace's services are aimed exclusively at optimizing content for discoverability within AI systems, related generative search and information systems, as well as traditional search engines. The services expressly do not include:
 - any guarantee of placement, visibility, ranking or mention within specific AI systems or platforms;
 - any guarantee that content will be included, cited or used by AI systems;
 - any guarantee of commercial, strategic or financial results;
 - monitoring, enforcement or correction of the output of AI systems after publication;
 - legal review of content, including review for intellectual property rights, consumer rights, advertising law or sector-specific regulations.
10. The Client acknowledges that AI systems, search platforms and generative models at which the services are also aimed are the property of third parties and independently determine their functionality, algorithms, data sets, accessibility and output. InSpace is merely a user thereof and not a provider.
11. InSpace has no influence over:
 - changes in algorithms, data or output mechanisms of search engines and/or AI systems;
 - changes in search intent and user behavior;
 - the way in which content is interpreted, summarized, displayed or omitted;
 - technical problems on the Client's website;
 - competitive activities;
 - actions of third parties.
12. Changes to AI systems, search platforms and generative models, as well as their rules and policies, may result in previously achieved visibility, output or effects being lost in whole or in part. This does not constitute a breach of performance by InSpace.
13. InSpace is not obliged to provide services for the benefit of the Client whose activities may directly or indirectly lead to misleading users of generative AI systems.
14. If services are provided free of charge, no liability is assumed for their accuracy and completeness to the extent permitted by law.

Article 13 – Content Output

1. InSpace shall make efforts to create and provide the agreed amount of SEO/GEO content for the Client within the agreed subscription period. Unless otherwise agreed in writing, the content output per period of twelve (12) months shall be:
 - a. Package 1 / Stratosphere Plan: one hundred and twenty (120) SEO/GEO pages;
 - b. Package 2 / Milky Way Plan: two hundred and forty (240) SEO/GEO pages;
 - c. Package 3 / Universe Access: four hundred and eighty (480) SEO/GEO pages.

In the case of an agreed term of more than twelve (12) months, the total content output shall be calculated proportionally according to the agreed term, unless otherwise agreed in writing.

2. The SEO/GEO pages shall be created according to the strategy, content funnel method, search intent analysis, clustering and optimization method applied by InSpace. Content shall be deemed provided as soon as it has been made visible to the Client in the software, application, client environment, an online archive or in any other manner chosen by InSpace.
3. The content output referred to in this article does not constitute any guarantee of ranking, indexing, publication, traffic, leads, revenue, conversions, visibility in AI systems or any other commercial result.

Article 14 – Contract Amendments and Extra Work

1. The schedule and the agreed remuneration in the agreement may be affected if the agreement is expanded and/or amended in the meantime. If InSpace has performed work or other services at the request of or with the prior consent of the Client that fall outside the agreement, such work or services shall be remunerated by the Client at the agreed rates and, in the absence thereof, at InSpace's usual rates. In this case, InSpace shall no longer be bound by any final date, delivery date or delivery deadline. In the event of an expansion/amendment of the agreement, InSpace shall inform the Client in writing of the financial consequences thereof as well as any consequences for deadlines, arrangements and procedures under the agreement.

Article 15 – Intellectual Property Rights

- All intellectual property rights, including copyrights, database rights, design rights and other intellectual or industrial property rights, in generic methods, workflows, algorithms, AI models, prompts, templates, tools, software and other know-how that InSpace uses or develops in the performance of the agreement shall remain fully and exclusively with InSpace.
- All intellectual property rights in specific content, analyses, reports, optimizations and other outputs developed exclusively for the Client shall become the property of the Client after full payment of all amounts owed, including subscription fees and any one-off work or extra work.
- InSpace retains a non-exclusive, non-transferable and non-sublicensable right of use in the Client's specific content, exclusively for its own marketing, reference, demonstration or internal purposes, without restricting the Client's right to use the content for its original purpose.

The Client guarantees that all content, data, materials and instructions provided by it or on its behalf do not infringe any third-party rights, including intellectual property rights. The Client shall indemnify InSpace, both out of court and in court, against all third-party claims resulting from the use of such materials provided by the Client.

- If third parties assert claims due to an alleged or actual infringement of intellectual property rights in connection with the performance of the agreement, InSpace is entitled to suspend performance of the agreement until it has been established with final legal effect that no

infringement exists. If it is established that an infringement exists, InSpace is entitled to terminate the agreement without judicial intervention, without being obliged to pay any damages.

- Insofar as artificial intelligence (AI) systems are used in the performance of the services, the Client acknowledges that the generated output is statistical and probabilistic in nature. InSpace gives no guarantee whatsoever that AI-generated outputs are free from infringements of third-party intellectual property rights. The Client is responsible for the use, publication and further distribution of such outputs and shall indemnify InSpace against third-party claims in this respect.
- InSpace is entitled to use the Client's name, figurative mark and logo for its own marketing, reference and communication purposes.
- InSpace is never obliged to perform data conversion, migration or transfer of data, content or settings, unless expressly agreed otherwise in writing.
- The Client acknowledges and accepts that the AI models used by the Contractor may use the data provided by the Client for training purposes, analyses, scraping or other automated processing.
- InSpace shall never be obliged to share or disclose underlying methods, workflows, prompts, scripts, algorithms or data sources used for the performance of its services.

Article 16 – Technical Availability, Data, Functionality and Content

1. The platforms are generally available continuously, subject to maintenance work and events outside InSpace's sphere of influence.
2. InSpace shall not be liable for data loss insofar as such loss could have been prevented by backup measures taken by the Client.
3. InSpace is entitled to change the functions, structure or content of the platforms.
4. InSpace is entitled to block or modify content.

Article 17 – InSpace's Rights to the Platforms

1. The Client agrees that the platforms and all applications connected with them are database works and databases within the meaning of Sections 4(2) and 87a(1) of the German Copyright Act (UrhG), of which InSpace is the legal owner. All related applications are protected under Sections 69a et seq. UrhG and are protected by copyright.
2. The rights to all other elements of the platforms, in particular the usage rights and ancillary copyrights to the content and documents posted by InSpace or acquired by way of rights granting, also belong exclusively to InSpace. In particular, trademarks, other marks, company logos, protective notices, copyright notices or other features serving to identify the platforms may not be removed or changed. This also applies to printouts.

Article 18 – Changes to the Services

1. InSpace reserves the right to discontinue, change or restrict, in whole or in part, at any time, temporarily or permanently, the access required to use the services to software, online databases, functions, operating systems, documentation and all other components of the software, as well as their functionality, to the extent legally permissible even without prior notice.
2. In particular, InSpace reserves the right to change or deactivate features of the services, such as design, layout, categories, structure or availability, to convert free components into paid components, to cease supporting certain functions or to suspend compatibility, for example with certain device types or operating systems.

Article 19 – End User License Agreement (EULA)

1. InSpace grants the Client a personal, non-exclusive, revocable, non-transferable and worldwide right to use the platforms, in particular any software functions on the websites or apps, their content, services, other functions and all updates. This is granted exclusively for the Client's own needs and within the scope of using the platforms and their services, and to the exclusion of any other purposes.
2. InSpace's digital products, in particular apps and software, are licensed to the Client and not sold.
3. The license does not grant the Client any right to use the content. In particular, it is prohibited to:
 - adapt, modify, translate, edit, reverse, disassemble, transcode or reproduce by reverse engineering the platforms, their content, services, other functions or updates, or parts thereof;
 - export the platforms, their content, services, other functions or updates, or connect them in whole or in part with other software programs, or reproduce them in whole or in part, permanently or temporarily, by any means and in any form;
 - extract or reuse content from the databases created from the platforms;
 - create works derived from the licensed platforms;
 - use processes or software intended to copy the platforms, their content, services, other functions or updates without InSpace's consent;
 - set up systems capable of hacking the platforms;
 - offer or provide InSpace's services to third parties without InSpace's consent.

Article 20 – Deadlines

1. Any interim delivery deadlines and/or delivery dates agreed for InSpace shall at all times be regarded as target deadlines, shall not bind InSpace and shall always be indicative in nature. They do not constitute a guarantee of results.
2. If there is a risk that a deadline will be exceeded, the parties shall enter into discussions in order to discuss the consequences of such exceedance.
3. If the parties have agreed that the performance of the agreed work will take place in phases, InSpace is entitled to postpone the start of the work of the next phase until the Client has approved the results of the previous phase in writing.
4. If no time has been agreed for the start of the services, InSpace is entitled to determine the start time at its own discretion.

Article 21 – Force Majeure

1. Force majeure within the meaning of these General Terms and Conditions shall mean, in addition to what is understood in this respect under the law and case law, all external causes, whether direct or indirect, foreseeable or unforeseeable, as a result of which InSpace is unable to fulfil its obligations under the concluded agreement. Force majeure within the meaning of these General Terms and Conditions shall in any case include: epidemics, pandemics, natural disasters, fires, strikes in the transport sector, energy and internet disruptions, labour strikes, illness of personnel, government measures, including in any case changes to laws and administrative regulations, import and export bans, quotas and operational disruptions at InSpace or its suppliers, as well as non-performance by its suppliers, as a result of which InSpace can no longer, or can no longer fully, fulfil its obligations towards the Client.

2. If the force majeure is temporary in nature, meaning shorter than two months, InSpace has the right to suspend performance of the agreement for as long as the force majeure continues.
3. If the force majeure is permanent in nature or lasts longer than two months, InSpace has the right to terminate the agreement.
4. InSpace also has the right to invoke force majeure if the force majeure occurs after InSpace's services should have been provided.
5. If, at the time the force majeure occurs, InSpace has already partially fulfilled its obligations or can only partially fulfil its obligations, it is entitled to invoice the work or services already performed, or the performable part thereof, separately in accordance with Article 9 and Article 10, and the Client is obliged to pay these invoice amounts as if they concerned a separate agreement.
6. In the event of force majeure, the Client cannot claim compensation from InSpace for damages suffered by it.

Article 22 – Complaints

1. A complaint regarding the services provided and the resulting works must be notified to InSpace in writing within ten (10) days after the services have been provided or after delivery of the work, or within ten (10) days after discovery of the defect if the Client proves that it could not reasonably have discovered the defect earlier, stating the nature and reason of the complaint.
2. A complaint regarding an invoice received must be notified to InSpace in writing within seven (7) days after the invoice date, stating the nature and reason of the complaint.
3. A complaint does not suspend the Client's payment obligation.
4. If the complaint is not made in a timely manner, all rights of the Client in connection with the complaint shall lapse.

Article 23 – Termination of the Agreement and Early Termination

1. If the Client fails to fulfil an obligation arising from this agreement or from another agreement concluded with InSpace, or fails to fulfil it properly or on time, InSpace has the right to suspend performance of the agreement or, after proper notice of default, to terminate the agreement in whole or in part, without InSpace being obliged to pay any damages, without prejudice to the rights that continue to accrue to InSpace.
2. In the event of termination of the agreement, services already provided and the related payment obligations shall remain fully owed and shall not be reversed. In the event of termination of the agreement, the Client owes InSpace the full amount of the subscription fees for the remaining term of the agreement.
3. InSpace is entitled to terminate the agreement(s) with the Client early, immediately and without judicial intervention, and without any further notice of default being required, in the following cases:
 - a. if the Client's insolvency or provisional suspension of payments has been applied for or declared;
 - b. if the Client transfers, liquidates, dissolves or ceases all or part of its business or the control thereof;
 - c. if enforcement is levied against all or part of the Client's assets;
 - d. if the Client places statements, information or content on its website, social media channels or other communications that are unlawful, misleading, harmful, discriminatory or otherwise contrary to applicable laws and regulations;
 - e. if the Client performs acts or gives instructions whereby the services may possibly be used for illegal, misleading or otherwise harmful purposes.
4. The Client is obliged to inform InSpace immediately of the circumstances referred to in paragraph 3 of this article.
5. InSpace shall never be liable for damages and/or consequences resulting from or related to the termination or cancellation of the agreement.
6. In the event of termination or cancellation of the agreement, all payment obligations, including subscription fees for the remaining term, shall remain fully owed and due, without prejudice to InSpace's right to full compensation for damages and any other rights to which it is entitled.

Article 24 – Liability

1. All agreements are performed by InSpace on the basis of an obligation to perform services. InSpace can never be held liable for results not achieved.
2. The Client is responsible for complying with applicable laws and regulations regarding the use of AI-generated or AI-optimized content, including advertising regulations, sector-specific regulations and future AI regulations. InSpace shall not be liable for the consequences of non-compliance therewith.
3. InSpace shall be liable to the Client in all cases of contractual and non-contractual liability in cases of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of wasted expenses.
4. In all other cases, InSpace shall be liable, unless otherwise provided in the following paragraph, only in the event of a breach of a contractual obligation whose fulfilment is essential for the proper performance of the agreement and on whose compliance the Client may regularly rely, known as a cardinal obligation, and limited to compensation for foreseeable and typical damage. In all other cases, InSpace's liability is excluded, subject to the provisions of the following paragraph.
5. InSpace's liability for damages arising from injury to life, body or health, as well as under the German Product Liability Act, remains unaffected by the foregoing and all other limitations and exclusions of liability, warranty or responsibility set out in these Terms and Conditions and agreed between InSpace and the Client.
6. The Client shall indemnify InSpace upon first request against any third-party claims asserted against InSpace and/or its vicarious agents due to culpable breaches of the Client's obligations, in particular under these Terms and Conditions. The Client shall compensate InSpace for any damage incurred as a result of claims by third parties, including court and attorney's fees required for legal defence. In all other respects, the statutory provisions apply.

InSpace is entitled to reimbursement of expenses that InSpace could reasonably consider necessary under the circumstances and for which it was not responsible, in particular expenses for the protection of the contractual item, as well as to customary and reasonable remuneration.

Article 25 – Confidentiality

1. The Client shall ensure that all information received from InSpace which it knows or should reasonably know to be confidential in nature remains confidential. This prohibition does not apply if and insofar as the provision of the relevant information to a third party is required on the basis of a court judgment, a statutory provision, an order lawfully issued by an authority, or for the proper performance of the agreement.
2. The Client acknowledges and accepts that when AI systems are used by InSpace, including AI-generated outputs, there is a risk that confidential or sensitive information may be processed, stored or reused within these systems. InSpace shall take reasonable measures to ensure confidentiality, but cannot guarantee that AI systems will completely prevent information, including the Client's confidential data,



from being used outside the intended context. The Client remains responsible for assessing the nature of the shared data and for limiting confidential information in inputs to AI systems.

Article 26 – GDPR

1. Insofar as InSpace processes personal data in the performance of the agreement, the Client shall act as controller and InSpace as processor within the meaning of the GDPR, unless expressly agreed otherwise.
2. In such case, the parties shall conclude a separate data processing agreement.
3. InSpace shall take appropriate technical and organizational measures to secure personal data.
4. InSpace is not responsible for personal data that is unlawfully provided by the Client.

Article 27 – Miscellaneous

1. Any reliance by the Client on suspension and/or set-off is expressly excluded. InSpace is entitled to suspend the fulfilment of its obligations towards the Client for as long as the Client has not fulfilled all of its obligations under any legal relationship existing with InSpace. This suspension shall apply until the time at which the Client has nevertheless fully fulfilled its obligations towards InSpace.
2. If any provision of these General Terms and Conditions should be void, this shall leave the remaining provisions of these Terms and Conditions fully intact. The parties shall then agree on a provision to replace the void or annulled provision that comes as close as possible to the original intention of the parties.
3. InSpace is entitled to amend these General Terms and Conditions unilaterally. In such case, InSpace shall inform the Client of the changes in a timely manner. There shall be at least 30 days between this notification and the entry into force of the amended terms. If the amendment results in the Client being required to accept a service that differs materially from the original service, the Client shall have the right to terminate the agreement by the date on which the amended terms enter into force, unless InSpace wishes to perform the agreement under the original terms.
4. In the event that InSpace transfers its rights and obligations under the agreement to a third party, InSpace shall notify the Client thereof in a timely manner. The Client hereby already gives its consent to such transfer and undertakes to provide all cooperation required for a transfer.
5. InSpace is entitled, during and after expiry of the agreement, to provide similar services to other clients, including clients operating in the same industry, market, sector or geographical region as the Client.

Article 28 – Choice of Law, Place of Jurisdiction and Contract Language

1. All offers, agreements and other legal relationships between InSpace and the Client shall be governed exclusively by the law of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.
2. If the Client is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with offers, agreements, these General Terms and Conditions and their interpretation, performance or termination shall be the registered office of InSpace. However, InSpace is also entitled to sue the Client at the Client's general place of jurisdiction.
3. These General Terms and Conditions are addressed exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). Agreements with consumers within the meaning of Section 13 BGB shall not be concluded.

Article 29 – Final Provisions

1. The contract language is German. Insofar as these General Terms and Conditions or other contractual documents are translated into other languages, only the German version shall be legally authoritative. Translations are provided for information purposes only and do not create any rights or obligations of their own.
2. Amendments and additions to these Terms and Conditions shall be made in writing. InSpace reserves the right to amend these Terms and Conditions, provided that the Client is not thereby unreasonably disadvantaged and the amendment does not violate the principle of good faith. In the event of an amendment, InSpace shall inform the Client via a communication channel, in particular by email, no later than two months before the amendment takes effect. The amendment shall take effect unless the Client objects within this period.
3. Assignment of this agreement to another company remains reserved. It shall take effect one month after notification. In this case, the Client has a right of termination, which may be exercised within one month after receipt of the notification. All rights shall also apply in favour of legal successors.
4. Should individual provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. To the extent permitted by law, the invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.