General Terms and Conditions Omnora Business

For orders of the Business plan via the online ordering process | Omnora GmbH | Version: November 2026

Section 1 Scope of Application

These General Terms and Conditions Omnora Business (hereinafter “Business GTC”) apply to contracts for the Business plan of the SOFTWARE concluded via the provider's online ordering process. Separate contractual terms apply to individually agreed contracts, in particular for the Enterprise plan.

The software “Omnora” is a web-based solution (hereinafter referred to as “SOFTWARE”) from Omnora GmbH (hereinafter referred to as the provider). It is exclusively aimed at commercial or self-employed customers who are not consumers within the meaning of Section 13 of the German Civil Code (hereinafter “Customer”).

The present general terms and conditions apply exclusively; differing, conflicting, or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that the provider has expressly agreed to their validity in writing. This requirement for consent also applies if the customer accepts the provider's services without reservation, even with knowledge of the provider's general terms and conditions.

The provider is entitled to make changes to the service description, the general terms and conditions, and other terms. The provider will only implement these changes for valid reasons, particularly due to new technical developments, changes in case law, or other equivalent reasons. The provider will inform the customer of any changes in text form in a timely manner. If the change significantly disrupts the contractual balance between the parties, the change will not be made, or it will require the customer's consent.

This English translation of the Business GTC is provided for convenience only. In the event of any discrepancies or contradictions, the German version shall prevail and be legally binding.

Section 2 Subject Matter of the Contract

The subject of the contract is the

- provision of the provider's SOFTWARE for use via the internet and
- provision of storage space on the provider's servers.

The provider is permitted to involve subcontractors in the provision of storage space, ensuring the functionality of the SOFTWARE, and providing support. The use of subcontractors does not release the provider from its sole obligation to the customer for complete contract fulfillment.

Section 3 Test Access, Conclusion of Contract and Software Provision

The provider generally provides the customer with a test access for an individually determined period. After the test phase expires, this access will be restricted. No termination is required.

If a contract is concluded between the provider and the customer, the provider will make the SOFTWARE available to the customer in its current version via the internet for a fee for the duration of this contract. For this purpose, the provider will set up the SOFTWARE on a server that is accessible to the customer via the internet.

The customer can select products from the provider's online offering and collect them in a virtual shopping cart using a corresponding function. Before placing a binding order, the customer has the opportunity to review and correct their entries. An order can only be placed if the customer confirms acceptance of the General Terms and Conditions through a corresponding action. By submitting the order, the customer makes a binding offer to conclude the contract.

The provider accepts the offer by means of an automated order confirmation sent by email, which at the same time confirms receipt of the order. The contract is concluded upon receipt of the order confirmation. The order confirmation contains a sign-up link; upon registration with the email address stated in the order, access to the SOFTWARE is activated in the ordered scope.

The provider is entitled to withdraw from the contract if there are reasonable doubts as to the customer's status as a business or the accuracy of the customer's information. In this case, the provider will refund any payments already made without undue delay. The contract text will be provided to the customer in text form and stored in compliance with data protection regulations.

The agreed scope of functions for the SOFTWARE is derived from the concluded contract. If the contract was concluded via the provider's online ordering process, the service description valid at the time of the order will be transmitted to the

customer with the order confirmation in text form (e.g., as an attachment or via an individual link) and thus becomes part of the contract.

The provider will promptly rectify all software errors to the extent technically feasible. An error exists if the SOFTWARE does not fulfill the functions specified in the service description agreed upon in the contract, delivers incorrect results, or otherwise does not operate correctly, making the use of the SOFTWARE impossible or restricted.

The provider will continuously develop the SOFTWARE and improve it through updates and enhancements.

Section 4 Usage Rights for the SOFTWARE

The provider grants the customer the non-exclusive and non-transferable right to use the SOFTWARE specified in this contract for its intended purpose within the scope of the SaaS services for the duration of the contract.

The customer may only modify the SOFTWARE to the extent covered by the intended use of the SOFTWARE according to the current service description.

The customer may only reproduce the SOFTWARE to the extent covered by the intended use of the SOFTWARE according to the current service description. Necessary reproduction includes loading the SOFTWARE into the main memory on the provider's server, but not even temporary installation or storage of the SOFTWARE on data carriers (such as hard drives or similar) of the hardware used by the customer.

The customer is not permitted to make the SOFTWARE available to third parties for use, whether for a fee or free of charge. Reselling the SOFTWARE is therefore expressly not permitted to the customer.

Section 5 Provision of Storage Space

The provider grants the customer storage space on a server for storing their data. Should the storage space for data no longer be sufficient, the provider will inform the customer. The customer can order additional quotas, subject to availability from the provider.

The provider ensures that the stored data is accessible via the internet.

The customer is not permitted to make this storage space available to a third party, either partially or entirely, for a fee or free of charge.

The customer undertakes not to store any content on the storage space whose provision, publication, or use violates applicable law or agreements with third parties.

The provider is obliged to take appropriate precautions against data loss and to prevent unauthorized third-party access to the customer's data. For this purpose, the provider will perform daily backups, check the customer's data for viruses, and install state-of-the-art firewalls.

The customer remains the sole owner of the data in all cases and can therefore request the release of individual or all data at any time.

Upon termination of the contractual relationship, the provider will release to the customer all data stored on the allocated storage space.

The data will be released upon request by the customer by transmission over a data network. The customer's data will in any case be irrevocably deleted 90 days after contract termination. The customer has no right to receive the SOFTWARE suitable for using the data.

The provider has neither a right of retention nor the statutory landlord's lien (Section 562 of the German Civil Code) with regard to the customer's data.

Section 6 Application Support

The customer has free access to the Online Help Center (https://help.omnora.com) for self-support via the tutorial videos provided there.

Depending on the agreed license package, the customer also receives various services and service levels.

Section 7 Interruption/Impairment of Accessibility

Adaptations, changes, and additions to the contractual SaaS services, as well as measures serving to identify and rectify functional disruptions, will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.

The basic functions of the SaaS services are monitored daily using monitoring tools. Maintenance of the SOFTWARE is generally guaranteed from Monday to Friday, 09:00 to 17:00. In the event of severe errors (rendering the SOFTWARE unusable), maintenance will be carried out within the provider's business hours within 8 hours of notification or information by the customer. The provider will notify the customer of maintenance work and carry it out as quickly as possible in accordance with technical requirements. If error resolution is not possible within 16 hours during business hours, the provider will notify the customer by email within 24 hours, stating the reasons and the estimated time required for error resolution.

The availability of the respective agreed services according to Section 2 (1) of this contract is 98% on an annual average, including maintenance work; however, availability must not be impaired or interrupted for more than two consecutive calendar days.

Section 8 Customer Obligations

The customer undertakes not to store any content on the provided storage space that is illegal, violates laws, official regulations, or third-party rights.

The customer is obliged to prevent unauthorized third-party access to the protected areas of the SOFTWARE through appropriate measures. For this purpose, the customer will, if necessary, inform their employees about copyright compliance.

Notwithstanding the provider's data backup obligations, the customer is solely responsible for entering and maintaining their data and information required for using the SaaS services.

The customer is obliged to check their data and information for viruses or other harmful components before inputting it and to use state-of-the-art antivirus programs for this purpose.

Access to the SaaS services is provided via an email address specified by the customer and a password chosen by the customer. The customer is obliged to treat their access data confidentially, protect it from third-party access, and change it immediately if misuse is suspected.

The content stored by the customer on the dedicated storage space may be protected by copyright and data protection law. The customer hereby grants the provider the right to make the content stored on the server accessible to the customer upon their requests via the internet and, in particular, to reproduce and transmit it for this purpose, as well as to reproduce it for data backup purposes.

The customer may not use the SOFTWARE

a) to develop or distribute a product that competes with the SOFTWARE, or to analyze or compare the SOFTWARE for competitive purposes (benchmarking), unless the provider has given its prior consent in text form;

b) by decompiling or reverse engineering the SOFTWARE, or by extracting or attempting to extract prompts, models and system logic, unless this is mandatorily permitted by law;

c) by automated access outside the interfaces provided by the provider, in particular by scraping, bots or mass queries;

d) to provide the services of the SOFTWARE as its own service to third parties or to resell them, unless the provider has given its prior consent in text form;

e) by circumventing agreed quotas or technical limits, in particular through multiple registrations or the shared use of one access by several persons.

Section 8a Fair Use

Where services are described in the service description as “unlimited” or with the addition “fair use” or “fair usage”, they are available to the customer within the scope of reasonable use.

The provider determines at its reasonable discretion (Section 315 of the German Civil Code) what scope of use is reasonable. In doing so, it takes into account in particular the purpose of the Business plan, the number of the customer's licenses, the average use by comparable customers and the effects of the use on the stability, security and costs of the SOFTWARE.

If the provider determines that use is no longer reasonable, it will notify the customer in text form and request the customer to reduce the use within a reasonable period. The provider may instead submit an offer to the customer for an extended scope of services.

If the customer does not comply with the request, the provider is entitled to limit the affected service to a reasonable scope. If the customer continues the unreasonable use despite the request, this is deemed a violation of the contractual provisions regarding the use of the SaaS services within the meaning of Section 11.

If the use endangers the stability or security of the SOFTWARE, the provider may temporarily limit the affected service without prior request. It will inform the customer of this without delay.

Section 9 Remuneration

The customer undertakes to pay the provider the contractually agreed fee plus statutory VAT for the provision of the SOFTWARE and the granting of storage space. Unless otherwise agreed, the remuneration shall be based on the package price agreed at the time of contract conclusion.

Fees are invoiced in advance for the respective billing period (monthly or yearly, depending on the selected billing option). Invoices are payable by bank transfer without deduction within 14 days of receipt.

If the customer is in default of payment, the provider is entitled, after an unsuccessful reminder with a reasonable deadline, to block access to the SOFTWARE until full payment has been received. The customer's obligation to pay the agreed remuneration remains unaffected by the blocking. The right to extraordinary termination under Section 11 remains unaffected.

If the provider terminates the contract without notice for good cause for which the customer is responsible, it is entitled to offset the customer's claims for reimbursement of fees paid in advance against its own claims for damages.

The customer must raise objections to the billing of services rendered by the provider in writing with the entity specified on the invoice within a period of eight weeks after receipt of the invoice. After the expiry of the aforementioned period, the billing shall be deemed approved by the customer. The provider will specifically draw the customer's attention to the significance of their conduct when sending the invoice.

The provider is entitled to adjust the contractually agreed fee once per year to changing market conditions, in the event of significant changes in procurement costs or procurement prices. In the event of price increases that significantly exceed the regular increase in living costs, the customer has a right of termination. The provider will inform the customer of this in text form in such cases.

Section 10 Liability for Defects/Liability

The provider guarantees the functionality and operational readiness of the SaaS services in accordance with the provisions of this contract.

In the event that the provider's services are used by unauthorized third parties using the customer's access data, the customer is liable for the resulting fees within the scope of civil liability until the customer's order to change the access data or the report of loss or theft is received, provided that the customer is at fault for the unauthorized third party's access.

The provider is entitled to immediately block the storage space if there is a reasonable suspicion that the stored data is unlawful and/or infringes upon the rights of third parties. A reasonable suspicion of unlawfulness and/or infringement exists in particular if courts, authorities, and/or other third parties inform the provider thereof. The provider must immediately inform the customer of the blocking and the reason for it. The block must be lifted as soon as the suspicion is disproven.

In addition, the provider is entitled to temporarily block access to the SOFTWARE in whole or in part if there is a reasonable suspicion that the customer is in breach of Section 4, Section 5, Section 8 or Section 8a. The provider will inform the customer of the blocking and the reason for it without delay and give the customer the opportunity to comment. The block must be lifted as soon as the suspicion is disproven or the breach has been remedied. The customer's obligation to pay the agreed remuneration remains unaffected by the blocking.

Claims for damages against the provider are excluded regardless of the legal basis, unless the provider, its legal representatives, or vicarious agents have acted intentionally or with gross negligence. For slight negligence, the provider is only liable if one of the essential contractual obligations has been violated by the provider, its legal representatives, or executive employees or vicarious agents. In such cases, the provider is only liable for foreseeable damages that typically must be expected to occur. Essential contractual obligations are those obligations that form the basis of the contract, were crucial for its conclusion, and on whose fulfillment the customer may rely.

The provider takes appropriate precautions to secure the data stored by the customer in the system. Liability for data loss is excluded, unless the loss is due to intentional or grossly negligent conduct on the part of the provider.

The provider is liable without limitation for damages caused intentionally or negligently resulting from injury to life, body, or health by the provider, its legal representatives, or vicarious agents.

Section 11 Term and Termination

The contract is concluded for the agreed minimum term. It commences upon conclusion of the contract (Section 3), unless otherwise agreed. If the contract is not terminated by either party in text form at least one month before the end of the respective contract term, it will automatically be extended by the duration of the originally agreed minimum contract term, unless different notice periods have been agreed upon in the contract.

In addition, the provider is entitled to terminate the contract at any time in text form with a notice period of 30 days. In this case, the provider will refund fees paid in advance to the customer pro rata for the period after the termination takes effect. The customer has no further claims on account of the termination.

The right of each contracting party to terminate the contract without notice for good cause remains unaffected. Good cause for the provider exists in particular if the customer

a) fails to make due payments despite reminders and the setting of a grace period;

b) is in breach of Section 4, Section 5, Section 8 or Section 8a;

c) has provided incorrect information when ordering, in particular regarding its status as a business;

d) uses the SOFTWARE for competitive purposes.

Termination without notice requires that the other party be given a warning in text form and requested to remedy the reason for termination without notice within a reasonable period. A warning is not required if the breach is so serious that the terminating party cannot reasonably be expected to continue the contract even until the expiry of a period for remedy, or if the other party seriously and definitively refuses to remedy the breach.

Section 12 Data Protection/Confidentiality

The customer is solely responsible for obtaining the consent declarations required from its customers and contractual partners under the provisions of the Federal Data Protection Act.

The provider undertakes to maintain strict confidentiality regarding all confidential matters, in particular business or trade secrets of the customer, that come to its knowledge in the course of the preparation, execution, and fulfillment of this contract, and not to disclose or otherwise exploit them. This applies to any unauthorized third parties, including unauthorized employees of both the provider and the customer, unless the disclosure of information is necessary for the proper fulfillment of the provider's contractual obligations. In cases of doubt, the provider shall obtain the customer's consent before any such disclosure.

The provider undertakes to agree with all employees and subcontractors engaged by it in connection with the preparation, execution, and fulfillment of this contract on a provision identical in content to the preceding paragraph 2.

Section 13 Applicable Law, Place of Jurisdiction

This contract shall be governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for disputes arising from this contract is Frankfurt am Main/Germany.

Section 14 Miscellaneous

Individual provisions in the contract (in particular in the offer, order or order confirmation) take precedence over these General Terms and Conditions. No oral collateral agreements have been made. Amendments, supplements, and additions to this contract require text form (e.g. email or confirmation in the online ordering process). This also applies to any waiver of this text form requirement.

Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions of the contract. The invalid provision shall be deemed replaced by a valid provision that comes closest to the economic purpose of the invalid provision. The same applies in the event of a contractual gap.

Omnora GmbH, Gutleutstraße 163-167, 60327 Frankfurt am Main, Germany

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