

# Terms and conditions of the KI-Denkraum

Version of 9 October 2026 · identifier denkraum-agb-2026-10-09 · kidenkraum.com/en/agb/2026-10-09

English translation for information purposes. Only the German version is authoritative: kidenkraum.com/de/agb/2026-10-09

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The data processing agreement (available at [kidenkraum.com/en/avv](https://kidenkraum.com/en/avv)) is, in the version applicable at the conclusion of the contract, an annex to these Terms and applies in accordance with § 17(2).

## § 1 Provider, scope and customers

(1) The provider of the KI-Denkraum Platform is [lennartgehl.com](https://lennartgehl.com) GmbH, Hans-Henny-Jahnn-Weg 53, 22085 Hamburg, registered in the commercial register of the Local Court (Amtsgericht) Hamburg under HRB 173152, represented by the managing director Lennart Maximilian Gehl, email [hallo@kidenkraum.com](mailto:hallo@kidenkraum.com) (hereinafter “we”).

(2) These terms and conditions (the “Terms”) apply to all contracts for the use of the KI-Denkraum Platform at kidenkraum.com and its subdomains, that is, to the free trial, the subscription and teams, and additionally to individual contracts under paragraph 4.

(3) The Platform is intended exclusively for businesses (entrepreneurs within the meaning of § 14 of the German Civil Code (BGB)), legal persons under public law and special funds under public law; we do not enter into contracts with consumers (§ 13 BGB). Before registration and before every order, the person acting therefore confirms in a separate declaration that is not pre-selected that they act for a business and not as a consumer; we store the confirmation with its time and wording. In case of doubt, we may request evidence, such as the VAT identification number, and refuse the registration or order.

(4) For the Platform, these Terms take precedence over the general terms and conditions of [lennartgehl.com](https://lennartgehl.com) GmbH (version 1.3 of 4 August 2026 and later versions); those do not apply to the Platform. We agree the in-house licence, seats on invoice, pilots and access for shared systems of the Customer (§ 11(9)) in an individual contract; the in-house licence requires at least one seat of the Customer under the subscription or an individual contract. These Terms apply additionally to individual contracts unless the individual contract provides otherwise; the provisions on ordering, payment, term and ordinary cancellation of the subscription (§§ 7 and 8 and § 10(1) to (6)) apply only if it refers to them. Partner and private label licences, training and consulting are governed by the conditions agreed there.

(5) General terms and conditions of the Customer do not apply, even if we do not object to them or provide services without reservation, unless we have expressly consented to their application in text form (Textform, e.g. by email). Individual agreements take precedence over these Terms.

## § 2 Definitions

In these Terms, the following terms have the following meanings:

1. **Platform:** the KI-Denkraum at kidenkraum.com and its subdomains with all pages, functions and content.
2. **Customer:** the business for which the person who registers or orders a subscription acts. For a team, the Customer is the business for which the owner acts and which pays for the team’s subscription or with which we have concluded the individual contract for the team.
3. **User:** a natural person who uses the Platform with their own account under a contract of the Customer. Users are not themselves contracting parties.

4. **Account:** the personal access of a User, protected by login credentials.
5. **Team:** several Users under a shared subscription or individual contract of the Customer, with the roles owner, admin and member.
6. **Seat:** the entitlement of a person to use the Platform with full access, under the subscription or an individual contract. An open invitation also occupies a seat. During the trial, the User's account counts as a seat.
7. **Trial:** the free access under § 6.
8. **Subscription:** the paid contract for the use of the Platform, as a monthly or annual subscription.
9. **Billing period:** the period for which the fee is charged in advance, one month for the monthly subscription and twelve months for the annual subscription.
10. **Content:** all editorial content of the Platform, in particular monthly editions, collections and their versions, insights with quotations, patterns and key findings, the catalogue and downloads.
11. **Downloads:** files that the Platform offers for download, in a simple and in a structured text format.
12. **Customer portal:** the customer portal of our payment service provider, which the Platform opens in the account and in team management.
13. **Text form:** a legible declaration on a durable medium (§ 126b BGB), such as an email.
14. **In-house licence:** the right under an individual contract to pass on Content within the Customer's business to persons without a seat and to make it available to them (§ 11(8)).
15. **Pilot:** a time-limited, usually free access of a team under an individual contract with which the Customer tries out the Platform.
16. **Access channels:** the user interface of the Platform for use by the User in person, and the interfaces we provide for retrieval by tools and systems, each with the access credentials we issue for them.

### § 3 Services of the Platform

(1) The Platform offers curated insights from podcast conversations about AI in companies, in German and English. With full access (trial, subscription or individual contract), it includes:

1. the rooms of the Platform, namely monthly editions and collections on topics, each in versions with the history of changes,
2. for each podcast episode, insights with verbatim quotations, overarching patterns and key findings, and a catalogue with links to the episodes,
3. downloads of the rooms in a simple text format and, in the subscription and under an individual contract, additionally in a structured text format that can be fed into the Customer's AI assistants and knowledge systems,
4. personal functions in the User's account, such as saving and rating Content, and a search. What a User saves in their account is visible only to them; we analyse it only in aggregated form without reference to individual persons.

The website and the guide ([kidenkraum.com/en/anleitung](https://kidenkraum.com/en/anleitung)) describe which functions the Platform contains in detail; for the contract, the state of the guide at the conclusion of the contract is authoritative. Later changes are governed by paragraph 4; the core of the service named there is preserved in any event.

(2) As a rule, a new monthly edition is published every month, and the collections receive new versions. We do not owe a specific publication date, a specific number of episodes, insights or versions, or complete coverage of all relevant conversations.

(3) Without an account and after the end of the trial, subscription or individual contract, only a preview is available, such as an overview of the rooms and a readable sample, without downloads. There is no entitlement to the preview.

(4) We continue to develop the Platform and may change it insofar as this is reasonable for the Customer, in particular if the change serves technical development, security or legal requirements and the core of the service is preserved: access to monthly editions and collections, and downloads in a common text format. We provide extensions and new functions without changing these Terms; these Terms and the privacy policy apply to them. If an essential function is discontinued, we give notice of this at least six weeks in advance in text form; the Customer may then cancel the subscription or the individual contract effective at that time.

(5) We may change, correct or remove individual items of Content for an objective reason, for example to correct errors, because of third-party rights or because of legal requirements. Corrections are usually published as a new version.

(6) We may use service providers, for example for hosting, database, email dispatch and payment processing; those that process personal data in doing so are named in the list of service providers ([kidenkraum.com/en/dienstleister](https://kidenkraum.com/en/dienstleister)).

(7) We answer questions by email via [hallo@kidenkraum.com](mailto:hallo@kidenkraum.com). We do not owe specific response times.

## **§ 4 Editorial team, AI tools and third-party content**

(1) The editorial team selects the episodes, determines the structure and approves the German editions; the English versions are produced as translations of the approved German version. For the preparation, that is, transcription, extraction of insights and translation, we use AI tools. No AI model is called when reading on the Platform. The search may use an AI model that receives only the search term, without reference to the account; the privacy policy sets out the details.

(2) The insights are based on publicly accessible podcast conversations. The statements reproduced come from the guests and hosts of the episodes; we do not adopt them as our own and give no warranty as to their accuracy, completeness or currency.

(3) We prepare the Content with editorial care. Nevertheless, errors in transcription, extraction or translation cannot be ruled out entirely. The original conversation, to which the Platform links where possible, is authoritative.

(4) The Content serves information and orientation purposes and does not constitute legal, tax, financial, data protection or IT security advice. The Customer remains responsible for decisions taken on the basis of it.

(5) Rights in podcasts, cover images and trade marks belong to the respective rights holders. Naming and linking do not establish a partnership with platforms or podcast providers.

## **§ 5 Registration and account**

(1) Every User needs an account for the trial, the subscription and access via a team under an individual contract. The User creates it with their name, a business email address and the name of their business using one of the sign-in methods offered and confirms the address via a time-limited confirmation link, unless the sign-in method already confirms it. We do not accept addresses of general email providers.

(2) The information provided at registration and when ordering must be accurate.

(3) Anyone who registers or orders a subscription acts for the Customer and warrants that they are authorised to do so. If the authorisation is lacking, the person is liable in accordance with the statutory provisions (§ 179 BGB).

(4) Each account belongs to exactly one natural person; several persons may not share an account. Login credentials must be kept secret and may not be passed on. If misuse is suspected, the User secures their access, for example with a new password, and informs us without undue delay.

(5) There is no entitlement to registration.

(6) The User can delete their account themselves as soon as they have no current, uncanceled subscription and are not the sole owner of a team with a current subscription; before doing so, they can download their data. A team under an individual contract does not prevent this, even if the User is its owner; the Customer then names a new owner to us (§ 9(9)). Details are set out in the privacy policy.

## **§ 6 Trial**

(1) Each account can use the Platform once for 14 days free of charge and without payment details. The trial begins with the first sign-in on the Platform, ends automatically and does not convert into a paid subscription. For members of a team under an individual contract, § 9(9) applies.

(2) During the trial, all editions and collections are fully available, with downloads in the simple text format. Downloads in the structured text format are part of the subscription and of the individual contract.

(3) The contract for the trial is concluded when the User completes the registration with the chosen sign-in method and has given the confirmation under § 1(3). For an account created before these Terms came into force, the User gives the confirmation under § 1(3) and their consent to these Terms at the first sign-in on the Platform; no trial begins before that.

(4) In good time before the end of the trial, we send an email reminder.

(5) We may end the trial early if the User breaches these Terms, for example through false information, additional accounts to extend the trial or automated extraction of Content.

(6) The free trial is governed by the statutory rules on gratuitous loan for use (Leihe): we are liable only for intent and gross negligence (§ 599 BGB) and for defects only if we have fraudulently concealed them (§ 600 BGB). Liability under § 16(1) nos. 2 to 4 remains unaffected.

## **§ 7 Conclusion of the subscription**

(1) The plans on the pricing page are not a binding offer but an invitation to order.

(2) The order proceeds as follows: the signed-in User selects the plan on the pricing page, monthly or annual, and confirms that they act for a business. In the checkout of our payment service provider, the User enters the invoicing details (business, address, VAT identification number if applicable) and the payment method, consents to these Terms including the data processing agreement and submits a binding offer with the order button.

(3) Before submitting, the User can check and correct their entries in the checkout or abandon the order and return to the pricing page.

(4) We accept the offer by activating the subscription, usually immediately after the order, or by confirming the order by email, whichever occurs first. We confirm receipt of the order by email without undue delay.

(5) The contract language is German.

(6) We store the plan, the time of the order and the versions of the Terms and the DPA applicable at the conclusion of the contract. The Customer can access these versions at any time under their identifier as a page and save them as a PDF or print them; the Customer receives the order data with the order confirmation and the invoice.

(7) We have not submitted to any code of conduct.

## **§ 8 Prices and payment**

(1) The prices stated on the pricing page and in the checkout at the time of the order apply. They are net prices plus statutory VAT. The pricing page states the price per User; it is charged per seat (§ 9) and billing period.

(2) The fee is due in advance at the beginning of each billing period. We collect it via our payment service provider using the payment method selected in the checkout, as well as the subsequent fees and pro rata amounts for seats; the Customer authorises us to do so with the order.

(3) We issue invoices electronically as PDFs, available in the customer portal; the Customer agrees to electronic invoices. If the law requires a structured electronic format, we use that format.

(4) The Customer enters the business as the invoice recipient in the checkout and keeps the invoicing details up to date in the customer portal. If the Customer is established in another EU member state and provides a valid VAT identification number, the Customer owes the VAT in its own state (reverse charge procedure). If the requirements for this are not met, we may charge the VAT subsequently.

(5) If the Customer orders during the trial, the first billing period begins at the end of the trial; until then the Customer pays nothing, but downloads in the structured text format are available immediately. If fewer than 49 hours of the trial remain at the time of the order, the first billing period begins immediately for technical reasons. The pricing page shows before the order when payment begins.

(6) A promotional code that the checkout accepts applies only to the extent and for the duration stated when it was issued.

(7) We offset credits, for example for removed seats (§ 9(5)), against the next invoices. A credit balance that has not yet been offset at the end of the contract is paid out on request in text form.

(8) In the event of late payment, the Customer owes default interest at the statutory rate and the lump sum under § 288(5) BGB; further damages remain unaffected. The Customer bears the costs of a returned direct debit or chargeback for which the Customer is responsible. § 14(3) applies to the pausing of access.

## **§ 9 Teams and seats**

(1) A User with a paid subscription, including one ordered during the trial, can create a team in team management. The User becomes the owner of the team, and their subscription becomes the team's subscription; the plan, the price per seat and the term remain unchanged. The Customer is the business for which the owner acts; it pays for all seats of the team.

(2) Owners and admins manage the team: they invite, withdraw invitations, remove members and manage the team's subscription in the customer portal. The owner cannot be removed, and admins cannot remove other admins; members have no management rights. Declarations by owners and admins via the Platform or the customer portal, such as invitations, cancellations or requests for a change of plan, are deemed to be declarations of the Customer. The Customer determines who is an admin.

- (3) Seats are intended for employees of the Customer and freelancers working for the Customer. Only a business email address can be invited, and the invited person can register only with that address.
- (4) Each invitation immediately books an additional seat. For the current billing period, it is charged pro rata; the amount appears on the next invoice. An invitation is valid for seven days. An open invitation occupies its seat until it is accepted, withdrawn or has expired. If an expired invitation is sent again, this books the seat again. As long as the subscription is still running during the trial (§ 8(5)), seats are charged only from the end of the trial. Team management shows the maximum number of seats a team can have.
- (5) If an owner or admin withdraws an invitation, if an invitation expires or if an owner or admin removes a member, the number of seats decreases immediately. For the remainder of the current billing period, the Customer receives a pro rata credit, which is offset against the next invoice (§ 8(7)). The owner's seat always remains. A removed member keeps their account but loses full access via the team.
- (6) If the invited person has their own paid subscription, it is cancelled effective at the end of its current term upon acceptance of the invitation; until then it continues alongside the seat in the team and continues to be charged. The Platform points this out before acceptance.
- (7) The number of seats results from the members of the team, including the owner, and the open invitations. It changes only via team management, not in the customer portal.
- (8) We carry out a change of owner on request of the previous owner in text form if the new person is a member of the team and may act for the Customer.
- (9) For a team under an individual contract, such as a pilot or seats on invoice, the individual contract determines the maximum number of seats and the term. Paragraph 4 sentences 1 to 3, 5 and 6, paragraph 5 sentence 2, paragraph 6 and the customer portal do not apply; open invitations count against the agreed number, and team management does not allow more invitations. We create the team and invite the persons whom the Customer names to us; after that, owners and admins also invite. An invitation is valid for 30 days, at most until the end of the term. Anyone who signs in or registers with the invited address thereby becomes a member of the team; a separate acceptance of the invitation is not required. As long as access runs via the team, no trial begins for its members (§ 6(1)), and a subscription of their own continues unchanged. The owner is the contact person whom the Customer names to us. We also carry out a change of owner on request of the Customer in text form, for example if the owner has deleted their account; until then, the admins manage the team.

## **§ 10 Term, change of plan and cancellation**

- (1) The monthly subscription runs for one month and renews each time for a further month. The annual subscription runs for twelve months and renews each time for a further twelve months. The first term begins with the first billing period, that is, for an order during the trial, usually at the end of the trial (§ 8(5)).
- (2) The Customer may cancel the subscription at any time effective at the end of the current term. The cancellation must reach us no later than the last day of the term; if the renewal has already been billed by then, we refund the amount. If the Customer cancels a subscription ordered during the trial before the end of the trial, it ends with the trial without any payment becoming due.
- (3) The Customer can cancel via the customer portal, which opens in the account or in team management, or in text form, for example by email to [hallo@kidenkraum.com](mailto:hallo@kidenkraum.com). A team's subscription can be cancelled by the owner and admins.

- (4) About 30 days before the renewal of an annual subscription, we send an email reminder of the renewal and of the option to cancel. The reminder is a courtesy; the renewal does not depend on it.
- (5) We may cancel the subscription in text form with one month's notice effective at the end of the current term.
- (6) We carry out a change from the monthly to the annual subscription on request in text form; the annual subscription begins with the next billing period. We carry out a change from the annual to the monthly subscription effective at the end of the current term of the annual subscription.
- (7) The right of both parties to extraordinary termination for good cause remains unaffected. Good cause exists for us in particular if the Customer is in default with a substantial part of the fees, if the Customer or its Users materially breach § 11 or § 12 despite a warning, or if the confirmation under § 1(3) proves to be incorrect. In the case of remediable breaches of obligation, we first set a reasonable period for remedy or issue a warning, unless this is dispensable by law.
- (8) At the end of the subscription, an individual contract or the trial, access falls back to the preview (§ 3(3)), for a team for all members; the account remains until it is deleted. § 11(6) applies to downloaded files. If the subscription or an individual contract ends early through extraordinary termination or under § 3(4) or § 18(3), we refund fees paid in advance for the period thereafter on a pro rata basis; claims for damages remain unaffected.

## **§ 11 Rights of use**

- (1) All rights in the Platform and the Content, in particular in texts, selection, arrangement, database, methods and taxonomies, belong to us or our licensors. The Customer receives only the rights that this section expressly grants.
- (2) For the duration of the contract, we grant the Customer the non-exclusive, non-transferable and non-sublicensable right to use the Platform and the Content through its Users for internal purposes. Each User uses the Platform itself only via their own account, in the subscription and under an individual contract with their own seat.
- (3) Users with a seat may store, reproduce and edit Content and downloads for their own work within the Customer's business. They may include individual excerpts in their own work results, for example a presentation, a decision paper or an email, even if these work results reach persons without a seat in the Customer's business; in doing so, they name the KI-Denkraum as the source. Complete downloads remain reserved for Users with a seat. It is expressly permitted to feed Content and downloads into the Customer's AI assistants and knowledge systems, including by retrieval via the access channels and including tools a User uses for their work within the Customer's business, and to use them there for internal queries if
1. only Users with a seat of the Customer can access the Content, and
  2. the service used does not use the Content for training or fine-tuning AI models that are available to third parties.

Query-related processing, indexing and use in an access-restricted system, such as a RAG system, are not deemed training. Paragraph 8 applies to repeated and systematic passing on to persons without a seat.

- (4) Without a separate agreement, it is in particular not permitted
1. to make Content or downloads accessible to third parties, to pass them on, publish, sell, rent or otherwise exploit them; third parties include companies affiliated with the Customer,
  2. to prepare Content for customers, members, event participants or other external audiences,

3. to use Content for training, fine-tuning, testing or validating AI models that are available to third parties,
4. to read out the Platform in an automated manner, for example with scrapers, crawlers or bots, including via the user interface, or to systematically extract or replicate the collection; downloads and retrievals via the access channels remain permitted, retrievals via interfaces only within the scope of the access credentials issued for them,
5. to circumvent technical protection measures or access restrictions,
6. to pass on login credentials or to allow a seat to be used by several persons.

(5) Publicly known facts and the Customer's own knowledge remain freely usable; this includes the fact of what a guest or host said in an episode. The selection, structure and editorial texts of the Content, such as patterns, key findings and use cases, are not such facts (paragraph 8). Statutory permissions of use, such as the right of quotation, remain unaffected.

(6) The right to use the Platform ends with the end of the contract. Files that the Customer downloaded during the term of the contract may continue to be used internally without time limit to the extent of paragraphs 3 to 5, provided the fees for the period in which they were downloaded have been paid. Files from the trial may likewise continue to be used internally. For this purpose, Users who had a seat at the end of the contract count as Users with a seat within the meaning of paragraph 3. After that, the Customer has no entitlement to new editions, updates or the renewed provision of lost files.

(7) The Content contains verbatim quotations from podcast conversations. In third-party content, we grant only the rights that we ourselves hold or that are permitted by law; the rights of authors, speakers and rights holders remain unaffected.

(8) If Content is repeatedly and systematically passed on to persons without a seat in the Customer's business or made available to them, so that it replaces their own use of the Platform, the Customer needs an in-house licence; this also applies if each individual instance contains only excerpts. This is the case in particular for

1. newsletters and briefing series that prepare Content of the Platform,
2. knowledge systems, AI assistants and learning platforms that such persons access,
3. repositories in which complete downloads are kept for them.

A shortened, summarised or reworded version also counts as passing on insofar as it reproduces the selection and structure of an edition or collection or its patterns, key findings and use cases. The in-house licence applies to the Customer as a whole or to a clearly defined area, such as a department or a site (licensed area); its scope and price depend on the number of persons in that area (§ 1(4)). With it, Users with a seat may pass on Content and downloads, including in full, to the persons in the licensed area and make them available to them, including via AI assistants, knowledge systems and learning platforms; the restrictions to Users with a seat in paragraph 3 do not apply to this. The Platform itself continues to be used only by Users with a seat; paragraph 3 no. 2 and paragraph 4 continue to apply unchanged. Any use beyond this, for example by affiliated companies or for external purposes, requires a separate agreement, such as a partner or private label licence.

(9) Access for shared systems of the Customer, through which persons other than the User to whom we issued the access credentials can retrieve Content, such as a knowledge system or an AI assistant within the business, requires an individual contract. It determines to whom we issue the access credentials and who may use them, and to that extent takes precedence over § 5(4), paragraph 2 sentence 2 and paragraph 4 no.

6. Paragraph 3 sentence 4 remains unaffected insofar as a User retrieves and feeds in Content themselves; a shared system may not use access credentials we issued to a User.

## **§ 12 Obligations of the Customer and the Users**

(1) The Customer ensures that its Users comply with these Terms, in particular § 5(4), § 11 and this section. Breaches by its Users are attributed to the Customer.

(2) Users may not disrupt or excessively load the Platform, may neither test nor attack its security mechanisms and may not introduce malware.

(3) The Customer removes Users from the team who no longer work for it and ensures that the email addresses to which we send notices concerning the contract (§ 19(6)) are reachable.

(4) The Customer informs us without undue delay if it becomes aware of unauthorised use of its access or a breach of § 11, and cooperates reasonably in investigating and ending it.

(5) The Customer indemnifies us against justified third-party claims based on the Customer or its Users exceeding the granted rights of use in a manner for which the Customer is responsible, including the reasonable costs of legal defence. We inform the Customer without undue delay of such claims, do not acknowledge them without the Customer's consent and enable the Customer to participate in the defence. Contributory fault on our part is taken into account.

## **§ 13 Availability and maintenance**

(1) We endeavour to keep the Platform available with as few interruptions as possible. We do not guarantee any specific availability.

(2) Maintenance, security updates and further development may temporarily restrict the Platform. We schedule planned maintenance in periods of low usage where possible and announce longer planned interruptions in advance.

(3) We provide the Platform at the handover point from our hosting to the internet. The Customer is responsible for the Users' internet connection, devices and browsers.

(4) In the event of force majeure and comparable events beyond our reasonable control, such as significant failures of communication networks or essential third-party services, official measures or industrial action, the affected performance obligations are suspended for the duration and to the extent of the disruption.

(5) The Customer's rights in the event of defects (§ 15) remain unaffected.

## **§ 14 Suspension**

(1) We may temporarily suspend the access of individual Users or of the Customer if there are concrete indications of a significant breach of § 5(4), § 11 or § 12, if login credentials are being misused or if a suspension is necessary to avert dangers to the security of the Platform or to third parties.

(2) We choose the mildest suitable means. We announce a suspension in advance in text form and give an opportunity to respond, except where a danger or a serious breach requires immediate action; in that case we inform without undue delay afterwards. If the reason ceases to apply, we lift the suspension. A justified suspension leaves the obligation to pay unaffected.

(3) If a payment that is due is not received, full access continues for seven days from the beginning of the unpaid billing period; the Platform indicates the failed payment. After that, access is paused until the payment has been received. Our right of termination under § 10(7) remains unaffected. For an individual

contract, the consequences of late payment are governed by it; if it does not provide for them, the statutory rights apply.

## **§ 15 Defects**

- (1) The provision of the Platform under the subscription and under an individual contract for a fee is governed by the statutory provisions on leases (Mietrecht, §§ 535 et seq. BGB), unless these Terms provide otherwise. § 6(6) applies to the trial and to a free pilot.
- (2) Liability for damages irrespective of fault for defects that already existed at the conclusion of the contract (§ 536a(1) alt. 1 BGB) is excluded.
- (3) The Customer notifies us of defects without undue delay in text form (§ 536c BGB) and describes them in such a way that we can understand them. We remedy defects within a reasonable period, in the case of Content also by means of a corrected version.
- (4) A defect does not exist merely because the Customer assesses an editorial selection or classification differently, because statements by third parties are incorrect, because an external link no longer works at a later date or because a hoped-for business success fails to materialise.
- (5) Damages and reimbursement of futile expenses are governed by § 16.

## **§ 16 Liability**

- (1) We are liable without limitation
  1. in the case of intent and gross negligence,
  2. in the case of culpable injury to life, body or health,
  3. insofar as we have expressly assumed a guarantee, fraudulently concealed a defect or expressly assumed a procurement risk, and
  4. under the German Product Liability Act (Produkthaftungsgesetz) and on the basis of other mandatory statutory liability. Claims of data subjects under Art. 82 GDPR remain unaffected insofar as we are liable under it.
- (2) In the case of simple negligence, we are liable only for the breach of a material contractual obligation. Material contractual obligations are obligations whose fulfilment is what makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely. In that case, liability is limited to the damage that was recognisable at the conclusion of the contract as a typical and foreseeable consequence of the breach of obligation.
- (3) Within the limit of liability under paragraph 2, liability per loss event is limited to the higher of €10,000 and 50% of the reference fee. Total liability for all loss events within a contract year is limited to the higher of €20,000 and 100% of the reference fee.

The reference fee is the net fee payable for twelve months of the affected contract, for the subscription according to the plan and the number of seats, for an individual contract according to its fee, extrapolated to twelve months for a shorter term, in each case as applicable at the time of the causal breach of obligation. VAT is disregarded. A contract year is each period of twelve months from the beginning of the subscription or individual contract. Damage is attributed to the contract year in which the causal breach of obligation occurred. Several instances of damage arising from the same breach of obligation are deemed one loss event. The maximum amounts apply in aggregate to all claims of the Customer and its Users; they are not multiplied by the number of Users.

The maximum amounts apply only insofar as they cover the damage foreseeable at the conclusion of the contract and typical for the contract, or the sum of such damage to be expected on a typified view. Otherwise, the limit of liability under paragraph 2 continues to apply to the amount exceeding them.

(4) If, before the conclusion of the contract, the Customer recognises circumstances from which an unusually high risk of damage may arise for the agreed service, the Customer points this out to us in text form. The parties may then agree a higher limit of liability and a corresponding fee or insurance arrangement. The statutory provisions on contributory fault remain unaffected.

(5) In the event of loss of data caused by simple negligence, the recoverable cost of restoration is limited to the cost that would have been incurred with proper, regular data backups appropriate to the risk. This applies only to data that the Customer itself controls and can reasonably back up, such as downloaded files. Paragraphs 2 and 3 apply to data whose storage, backup or return we have expressly undertaken.

(6) We are not liable for the Customer's own decisions or publications, for edits made by the Customer or for the availability and accuracy of the content of external sources and services, unless there is a culpable breach of obligation on our own part.

(7) The limitations of liability apply to all claims for damages and reimbursement of expenses irrespective of their legal basis. They apply accordingly in favour of our corporate bodies, legal representatives, employees, freelancers and vicarious agents (Erfüllungsgehilfen).

(8) Claims for performance of the service owed or subsequent performance, as well as statutory rights of withdrawal, termination and price reduction, are not restricted by this section.

## **§ 17 Data protection and processing on behalf of the Customer**

(1) Each party processes personal data for its own purposes under its own responsibility. For the trial, the account of the ordering person or of the contact person for an individual contract, and billing, we ourselves are the controller; details are set out in the privacy policy of the KI-Denkraum ([kidenkraum.com/en/datenschutz](https://kidenkraum.com/en/datenschutz)).

(2) Insofar as we process personal data on behalf of the Customer, in particular the accounts of the Users whom the Customer invites to its team or has us invite, and the management of the team, the data processing agreement (DPA) under Art. 28 GDPR applies. The DPA is an annex to these Terms and becomes part of the contract upon conclusion of the subscription or of an individual contract for a team, without any separate declaration being required. Each of its versions is available under its identifier as a page ([kidenkraum.com/en/avv](https://kidenkraum.com/en/avv)) and as a PDF, as is every version of its annexes. Within its scope, the DPA takes precedence over these Terms.

(3) The Platform does not transmit account, team or billing data of the Customer or the Users to any AI model, and we do not use personal data to train AI models. For the search, the Platform transmits only the entered search term to an AI model, without reference to the account (§ 4(1)). For support and operations and for the search, we use an AI model only via a processor with processing in the EU (privacy policy, list of service providers).

## **§ 18 Changes to the Terms and to prices**

(1) We may change these Terms with effect for the future if there is an objective reason for doing so, for example a change in the legal situation or case law, security reasons, a gap in the provisions or a new product line or type of contract. We do not change the scope of services or the term of subscriptions in this

way; that requires the express consent of the Customer. We change prices only in accordance with paragraph 4.

(2) We give notice of changes in text form at least six weeks before they take effect and provide the new version with an overview of the changes. The Customer may object in text form until the changes take effect. If the Customer does not object, the new version applies from the notified date. We expressly point out this consequence, the right to object and the deadline in the notice.

(3) If the Customer objects, the contract continues on the previous conditions. The Customer may also cancel the subscription or the individual contract effective when the change takes effect. Our right of ordinary cancellation under § 10(5) remains unaffected.

(4) Price changes apply only to future billing periods, at the earliest from the first billing period that begins at least six weeks after our notice in text form, that is, for the annual subscription from a renewal. The Customer may cancel the subscription effective when the price change takes effect; we point this out in the notice.

(5) If the statutory VAT rate changes, the new rate applies from the date it comes into force; this is not a price change within the meaning of paragraph 4.

(6) Changes that, viewed objectively, exclusively benefit the Customer, and purely editorial changes without effect on the content of the contract, such as of the address, spelling, references or addresses of pages, we notify in text form; they apply from the notified date, and paragraphs 2 and 3 do not apply to them. In case of doubt, paragraph 2 applies.

## **§ 19 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 place of performance is our registered office, unless the nature of the service dictates otherwise.

(3) If the Customer is a merchant (Kaufmann), a legal person under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from this contract is Hamburg. We may also sue the Customer at its general place of jurisdiction. Mandatory statutory places of jurisdiction remain unaffected.

(4) The German version of these Terms is authoritative. The English version is a translation for information purposes.

(5) The Customer may set off only claims that are undisputed, established by final and binding judgment or ready for decision, or that arise from the same contractual relationship. The Customer may exercise a right of retention only on account of claims arising from the same contractual relationship.

(6) Declarations concerning the contract may be made in text form, in particular by email, unless the law requires a stricter form. We send our notices to the email address of the account with which the contract was concluded, for a team to the owner, for an individual contract to the contact person named in it. The Customer addresses its declarations to [hallo@kidenkraum.com](mailto:hallo@kidenkraum.com).

(7) The Customer may transfer rights and obligations under the contract to third parties only with our consent. § 354a of the German Commercial Code (HGB) remains unaffected.

(8) If a provision of these Terms is wholly or partly invalid, the remainder of the contract remains valid. The statutory provision takes the place of the invalid provision.

Annex: data processing agreement in the version applicable at the conclusion of the contract  
([kidenkraum.com/en/avv](https://kidenkraum.com/en/avv))