Terms of Service

These Terms of Service are a translation of the German original ("Allgemeine Geschäftsbedingungen"). In the event of any discrepancy or contradiction between the German and English versions, the German version shall prevail.

§ 1 Scope, Contracting Parties

(1) These Terms of Service (hereinafter "Terms") govern the use of the software "fetchtax" (hereinafter the "Software") between HeyPragmatic GmbH, Kolonnenstr. 8, 10827 Berlin (hereinafter the "Provider") and the respective contracting party (hereinafter the "Licensee").

(2) The Software is directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law. Contracts with consumers within the meaning of Section 13 BGB are excluded. By entering into this contract, the Licensee warrants that they are acting as an entrepreneur.

(3) Any deviating, conflicting, or supplementary terms and conditions of the Licensee shall not become part of the contract unless the Provider has expressly consented to their application in writing. This shall also apply if the Provider performs services without reservation while being aware of the Licensee's conflicting terms.

(4) The current version of these Terms is available on the Provider's website.

§ 2 Subject Matter of the Contract, Description of Services

(1) The Software supports the efficient management of commercial business transactions. In particular, it enables the import of business transaction data from third-party systems, the processing and preparation of such data within the Software, and the provision of data to third-party systems. The permanent storage of business transactions is not part of the Software's scope of services.

(2) The Provider makes the Software available for use as Software-as-a-Service (SaaS) over the internet. The scope of services is determined by the pricing plan selected by the Licensee in accordance with the current description of services on the Provider's website.

(3) The Software is not delivered to the Licensee or installed locally. The Licensee accesses the Software via the internet using a suitable browser or interfaces provided by the Provider.

(4) The Provider is entitled to further develop, adapt, and update the Software, provided that the contractually agreed scope of services is not materially impaired. The Licensee will be informed of material changes in an appropriate manner.

(5) The Software does not constitute tax or legal advice. It does not replace examination by qualified professionals. The Licensee is solely responsible for the accuracy and completeness of the data entered, imported, and processed by them.

§ 3 Conclusion of Contract, Registration

(1) The Licensee registers via the Provider's website or application. In doing so, the Licensee must provide truthful and complete information and promptly update such information in the event of changes.

(2) By completing registration and confirming acceptance of these Terms, the Licensee submits an offer to conclude a usage contract. The contract is concluded upon confirmation of registration by the Provider or upon activation of access to the Software.

(3) The Licensee is obliged to keep their access credentials confidential and to protect them against unauthorized access by third parties. If there are indications of misuse, the Provider must be informed without delay.

§ 4 Workspaces, Companies, Users

(1) Data within the Software is managed in "Workspaces". Each Workspace is assigned to one Licensee.

(2) Within a Workspace, data of multiple companies may be managed (e.g., by tax advisors for multiple clients).

(3) The Licensee may invite additional users to their Workspace. The invitation, management, and removal of such users is the sole responsibility of the Licensee. The Licensee is responsible for all actions of users they have invited to the Workspace as if they were their own. In particular, the Licensee must ensure that such users comply with these Terms.

§ 5 Subscriptions and Licenses

(1) For each subscription, a pricing plan, a billing period (e.g., monthly or annually), and the number of licenses are agreed upon.

(2) Each subscription applies to one Workspace of the Licensee. The selected pricing plan and billing period apply uniformly to the entire Workspace. The features available within the Workspace are determined by the description of services of the pricing plan.

(3) In order to export data of a company within the Workspace or to make such data available to third-party systems (hereinafter jointly referred to as "License-Dependent Services"), a separate license is required for each company. The license entitles the Licensee to any number of License-Dependent Services for the respective company.

(4) The assignment of a license to a company occurs automatically when a License-Dependent Service is requested for the respective company. The assignment applies until the end of the billing period and cannot be revoked during the billing period.

(5) If all licenses of a Workspace are assigned to companies, the remaining companies are unlicensed. No License-Dependent Services are provided for unlicensed companies.

§ 6 Prices, Billing, Payment

(1) The remuneration for the use of the Software is determined by the pricing plan selected by the Licensee and the number of licenses according to the current price list on the Provider's website.

(2) Billing takes place at the beginning of each billing period, e.g., monthly or annually.

(3) All prices are quoted in Euro plus the applicable statutory value-added tax.

(4) Payment is processed via the payment service provider Stripe Payments Europe, Ltd. (hereinafter "Stripe"). Stripe's terms of use and privacy policy additionally apply to the use of Stripe. Upon conclusion of the contract, the Licensee must provide a payment method accepted by Stripe and keep it valid and up to date for the entire term of the contract.

(5) The Provider is entitled to collect the remuneration due for the respective billing period via Stripe. The Licensee receives a proper invoice in electronic form.

(6) If the Licensee is in default of payment for more than 14 days, the Provider is entitled to suspend access to the Workspace after prior notice until the outstanding amount has been settled. Further rights of the Provider, in particular the right to extraordinary termination pursuant to § 8 paragraph 4, remain unaffected.

(7) If the number of licenses required increases during a billing period, or if the Licensee switches to a higher-tier pricing plan, a pro-rata calculation is made for the remainder of the billing period. A switch to a lower-tier pricing plan or a reduction in the number of licenses takes effect at the end of the respective billing period; no refund of remuneration already paid will be made.

§ 7 Free Trial Period

(1) The Provider may offer a free trial period. The features of the trial period correspond to the features of the paid pricing plan selected by the Licensee.

(2) To register for the trial period, complete payment information must be provided. Upon expiry, the trial period automatically converts to a paid subscription of the selected pricing plan, unless the Licensee terminates the contract by the end of the trial period at the latest or switches to a free pricing plan, if available. The Licensee will be informed of this and of the duration of the free trial period during registration.

(3) Where the Provider offers a free trial period, such free trial period serves exclusively to enable the Licensee to assess whether the Software meets their needs. During the free trial period, both parties may terminate the contract at any time without notice.

§ 8 Contract Term, Termination

(1) The contract is concluded for an indefinite period.

(2) The Licensee may terminate the contract at any time without notice with effect from the end of the respective current billing period. The Provider may terminate the contract with a notice period of four weeks to the end of a billing period. If the notice period is not observed with regard to the current billing period, the termination will take effect at the end of the following billing period.

(3) Termination by the Licensee generally takes place via the termination functionality provided in the Software. Termination may also be declared in text form (e.g., by email).

(4) The right of both parties to extraordinary termination for good cause remains unaffected. Good cause exists for the Provider in particular if the Licensee

a) is in default of payment of due remuneration despite a reminder and a reasonable period being set,

b) materially or repeatedly breaches their obligations under this contract, or

c) uses the Software abusively, in particular to commit unlawful acts.

(5) Any termination must be made in text form.

§ 9 Availability of the Software

(1) The Provider guarantees an average annual availability of the Software of 99 % at the handover point (router output of the data center).

(2) The following are not included in the availability calculation:

a) scheduled maintenance work, of which the Licensee is informed with reasonable advance notice and which is carried out outside normal business hours where possible,

b) downtime due to force majeure, third-party attacks (e.g., DDoS attacks), or disruptions beyond the Provider's control (e.g., outages of internet providers, hosting providers, or other upstream services), and

c) downtime attributable to causes outside the Provider's responsibility, in particular misconduct of the Licensee or third parties engaged by them.

§ 10 Obligations and Responsibility of the Licensee

(1) The Licensee is responsible for setting up and operating the technical requirements necessary to use the Software (in particular internet access and a suitable browser).

(2) The Licensee is solely responsible for data entered, imported, or transmitted into the Software by them or their users (hereinafter "Customer Data"). In particular, the Licensee ensures that

a) they are authorized to process the Customer Data,

b) the Customer Data does not infringe any third-party rights and does not violate applicable law, and

c) they have obtained the consents required for the processing of the Customer Data and have fulfilled data protection obligations.

(3) The Licensee is obliged not to use the Software in an abusive manner. In particular, it is prohibited to

a) circumvent or manipulate the security mechanisms of the Software,

b) place a burden on the Software through automated access in a way that impairs its proper operation,

c) distribute content that violates applicable law, or

d) make the Software available to third parties outside the Workspace.

(4) The Licensee is obliged to back up their data at reasonable intervals on their own responsibility. The Provider recommends regular exports of data from the Software, in particular before significant changes.

(5) The Licensee shall verify, on their own responsibility, the substantive correctness and error-free processing of the Software for every use of significant economic importance (hereinafter "Duty to Verify"). The Duty to Verify includes, in particular, the review of all accounting data generated with the assistance of the Software. Responsibility for proper bookkeeping and compliance with the German "Principles for Properly Maintaining and Retaining Books, Records and Documents in Electronic Form and for Data Access" (GoBD) as well as with tax regulations lies exclusively with the Licensee.

(6) The Licensee shall indemnify the Provider against all third-party claims arising from a breach of their obligations under these Terms, in particular under paragraph 2. This also includes reasonable costs of necessary legal defense.

(7) Services provided by the Provider may be rendered using "artificial intelligence" methods. Such methods produce results based on probabilities. Erroneous results are to be expected, so manual review and correction by the user are required.

§ 11 Rights of Use

(1) The Provider grants the Licensee a non-exclusive, non-transferable, and non-sublicensable right to use the Software in accordance with the contract for the duration of the contract.

(2) The right of use is limited to the number of Workspaces, licenses, and invited users ordered in accordance with the selected pricing plan.

(3) Making the Software or access credentials available to third parties outside the Workspace is not permitted. The invitation of additional users to the Workspace pursuant to § 4 remains unaffected.

(4) The Provider does not acquire any rights to the Customer Data uploaded by the Licensee. The Provider is, however, entitled to process such data to the extent necessary for the performance of the services under this contract.

§ 12 Warranty

(1) The Provider warrants that the Software will have the contractually agreed quality during the term of the contract and will be fit for the contractually intended use. No warranty of condition or durability beyond this is assumed unless expressly agreed in writing.

(2) The Provider's strict liability pursuant to Section 536a paragraph 1 BGB for defects existing at the time of conclusion of the contract is excluded.

(3) The Licensee must notify the Provider of any defects that occur without delay in text form and provide reasonable information enabling the defects to be reproduced.

§ 13 Liability

(1) The Provider has unlimited liability for intent and gross negligence, for injury to life, body, or health, under the provisions of the Product Liability Act (Produkthaftungsgesetz), and to the extent of any warranty assumed by the Provider.

(2) In cases of slight negligence of a material contractual obligation (cardinal obligation), the Provider's liability is limited to the foreseeable damage typical for the contract. Cardinal obligations are those obligations whose performance is essential for the proper execution of the contract and on whose observance the Licensee may regularly rely.

(3) Liability for slight negligence of non-material contractual obligations is excluded.

(4) The Provider's liability under paragraph 2 is limited in amount to the sum of the remuneration paid by the Licensee in the twelve months preceding the damaging event.

(5) For damages arising from unauthorized access by third parties to the Licensee's data, the Provider is only liable to the extent that such access is based on a culpable breach of the technical and organizational security measures owed by the Provider under this contract or by law. Liability is in particular excluded to the extent the access is attributable to

a) the disclosure or inadequate protection of access credentials by the Licensee or users invited by the Licensee,

b) the use of insecure or compromised end devices by the Licensee or their users,

c) attacks on systems outside the Provider's area of responsibility (e.g., on systems of the Licensee, their internet access, or their access devices), or

d) attack methods that could not have been prevented even when observing the industry-standard security level at the time of the attack.

Liability under paragraphs 1 to 4 and liability under Art. 82 GDPR otherwise remain unaffected.

(6) For the loss of data, the Provider is liable in accordance with the preceding paragraphs, but in any event only up to the amount that would have been incurred for the restoration of the data if the Licensee had performed proper and regular data backups.

(7) The above limitations of liability also apply in favor of the Provider's legal representatives, employees, and vicarious agents.

§ 14 Data Protection, Data Processing

(1) The parties comply with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

(2) Insofar as the Provider processes personal data on behalf of the Licensee in the course of providing services, this is done on the basis of a data processing agreement pursuant to Art. 28 GDPR (hereinafter "DPA").

(3) The DPA is made available by the Provider as a separate document at https://fetch.tax/legal. Upon conclusion of this contract, the DPA in its respective current version automatically becomes part of the contract without requiring separate acceptance by the Licensee.

(4) The Provider informs the Licensee of material changes to the DPA in an appropriate manner.

(5) Information on the processing of personal data of the Licensee themselves (e.g., contact data, payment data) can be found in the Provider's Privacy Policy.

§ 15 Confidentiality

(1) The parties undertake to keep confidential all confidential information of the other party that becomes known to them in the course of performing the contract, not to use it, and not to pass it on to third parties, unless this is necessary for the performance of this contract.

(2) Confidential information includes in particular information that is marked as confidential or whose confidentiality arises from the circumstances.

(3) Excluded is information that

a) is publicly known or becomes publicly known without breach of this contract,

b) was already demonstrably known to the receiving party before disclosure,

c) was lawfully made available to the receiving party by third parties without an obligation of confidentiality, or

d) must be disclosed on the basis of a legal obligation or an official or judicial order.

(4) The confidentiality obligation continues for a period of three years after termination of this contract.

§ 16 Data Export and Data Deletion upon Contract Termination

(1) The Licensee is responsible for exporting their data from the Software before the termination takes effect. The Software provides suitable export features for this purpose.

(2) Upon the termination taking effect, the access of the Licensee and of users invited by them to the Workspace is blocked immediately. An export of data is no longer possible from this point onward.

(3) The Provider deletes the Customer Data completely from the production systems within 100 days after the end of the contract. Statutory retention obligations of the Provider remain unaffected.

§ 17 Amendments to the Terms

(1) The Provider reserves the right to amend these Terms with effect for the future, provided this is necessary due to changed legal, technical, or economic circumstances or for the further development of the Software, and the amendment does not unreasonably disadvantage the Licensee.

(2) The Provider will inform the Licensee of amendments at least six weeks before the planned effective date in text form (e.g., by email). The amendments are deemed approved if the Licensee does not object to them in text form within six weeks of receipt of the notice of amendment. The Provider will expressly point out this legal consequence to the Licensee in the notice of amendment.

(3) If the Licensee objects to the amendments within the deadline, both parties are entitled to terminate the contract extraordinarily with one month's notice to the end of the current billing period. Until the termination takes effect, the previous Terms continue to apply.

§ 18 Final Provisions

(1) The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Berlin, provided the Licensee is a merchant, a legal entity under public law, or a special fund under public law. The Provider is additionally entitled to sue the Licensee at their general place of jurisdiction.

(3) These Terms are provided in German and English. In the event of contradictions or deviations between the German and English versions, the German version shall prevail.

(4) Amendments and additions to this contract require text form. This also applies to the waiver of this text-form requirement.

(5) hould individual provisions of this contract be or become invalid or unenforceable, the validity of the remainder of the contract shall not be affected thereby. The parties undertake to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic intent. The same applies to any gaps in the provisions.