

Terms and Conditions

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AGREEMENT TO OUR LEGAL TERMS

We are SemanticMap UG (limited liability) ("Company," "we," "us," or "our"), a company registered in Germany with its registered office at Altendorferstrasse 1, 45127 Essen.

We operate the website semanticmap.com (the "Website") and all other related products and services that refer to these legal terms and conditions (the "Legal Terms and Conditions") (collectively, the "Services").

You can contact us by email at info@semanticmap.com or by mail at Altendorfer Straße 1, 45127 Essen.

These legal terms constitute a legally binding agreement between you, whether personally or on behalf of a legal entity ("you"), and SemanticMap regarding your access to and use of the Services. You agree that by accessing the Services, you have read and understood all of these legal terms and agree to be bound by them. IF YOU DO NOT AGREE TO ALL OF THESE LEGAL TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND MUST IMMEDIATELY DISCONTINUE USE.

Any additional terms and conditions or documents posted on the Services from time to time are hereby expressly incorporated by reference.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these legal terms for your records.

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1. OUR SERVICES

The information and features provided through the Services are not intended for distribution or use in any jurisdiction or country where such distribution or use would be contrary to applicable law or would subject us to registration requirements. Persons accessing the Services from other countries do so on their own initiative and are responsible for compliance with applicable local laws.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or licensee of all intellectual property rights in our Services, including all source code, databases, features, software, website designs, audio data, videos, text, photos, and graphics in the Services (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Trademarks").

Our Content and Trademarks are protected by copyright and trademark laws, as well as other laws protecting intellectual property and unfair competition in

Germany, the European Union, and worldwide.

The Content and Trademarks are provided in or through the Services "as is."

Your Use of Our Services

Subject to your compliance with these legal terms, including the "Prohibited Activities" section, we grant you a non-exclusive, non-transferable, and revocable license:

- to access the Services, and
- to use Content to which you have properly accessed solely for the following purposes:
 1. Businesses, organizations, self-employed individuals (B2B): For internal business purposes or to fulfill customer or project orders, provided that the disclosure is made within the scope of the respective project.
 2. Private individuals (B2C): For private, non-commercial purposes.

Any commercial use, public disclosure, distribution, or other exploitation of the Services or their content beyond this requires our prior written consent.

If you wish to use the services, content, or trademarks in a manner not expressly permitted here, please send your request to info@semanticmap.com. If permission is granted, you must name us as the owner or licensor and retain existing copyright or proprietary notices in a visible manner.

We reserve all rights to the Services, Content, and Trademarks not expressly granted to you. Any violation of these provisions will result in the immediate termination of your right of use.

Your submissions

a) Feedback and suggestions for improvement

By sending us questions, comments, suggestions, ideas, feedback, or other information about the services ("Feedback") directly to us, you grant us a non-exclusive, transferable, sublicensable, and irrevocable right to use, reproduce, distribute, or make publicly available this Feedback for any lawful purpose, without compensation.

b) Uploaded content for analysis

Uploaded audio, video, text, or other files ("analysis data") remain your property or the property of your clients. We do not acquire any ownership

rights to them. However, you grant us the necessary simple right of use for the duration of your user account and exclusively for the purpose of providing the contractually agreed services. It will not be used for any other purpose.

Deletion and recovery logic (30 days)

After a deletion action, only the content affected will be treated as follows:

- Deletion of a user account: All projects, analyses, and files in the account will be stored for up to 30 days solely for the purpose of technical recovery.
- Deletion of a project: All analyses and files belonging to this project are stored for up to 30 days exclusively for the purpose of technical recovery.
- Deletion of a single file: Only the file in question is stored for up to 30 days exclusively for the purpose of technical recovery; associated analysis results are retained.

During this 30-day period, no further processing of the affected content will take place. After this period has expired, it will be irrevocably deleted, unless there are legal retention obligations. All content that has not been deleted remains unaffected by this process.

c) Responsibility for submissions

You are solely responsible for the content you submit and for ensuring that it complies with the Prohibited Activities listed below.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

1. All registration information you provide is true, accurate, current, and complete.
2. You will promptly update this information if it changes.
3. You are at least 18 years of age and legally capable of entering into these legal terms.
4. You will not access the Services in an automated or non-human manner.
5. You will not use the Services for any illegal or unauthorized purpose.
6. Your use of the Services does not violate any applicable law or government regulation.

If you provide false, inaccurate, outdated, or incomplete information, we reserve the right to suspend or terminate your account and refuse future use of the Services.

4. USER REGISTRATION

You may need to register to use the Services. You agree to keep your password confidential and are responsible for the use of your account and password.

5. PURCHASES AND PAYMENT

Payment processing for standard rates is handled by our payment service provider Stripe. Stripe offers various payment options, including credit card (Visa, Mastercard) and, upon request, SEPA direct debit. In the case of individually agreed terms (custom pricing), payment processing may also be carried out by other means.

New users receive a one-time free trial quota of 120 audio minutes and three analyses. Once the quota has been used up, billing is based on the selected pricing model.

In the pay-as-you-go model, billing is based on actual usage. The price is \$0.15 per uploaded audio or video minute, plus applicable sales tax. The billing period is usually one month. The invoice amount is collected seven days after the end of the billing period.

For individually agreed prices (custom pricing), a payment term of 30 days from the invoice date applies, unless otherwise agreed in writing.

All prices are net plus the applicable sales tax. Invoices are provided exclusively by email.

By starting to use the services before the end of the statutory withdrawal period, you expressly agree that we will provide the agreed services immediately. You confirm that you are aware that any existing right of withdrawal for consumers expires upon complete fulfillment of the contract.

6. PAYMENT MODELS AND RIGHT OF WITHDRAWAL

Payment models

By default, billing is based on a pay-as-you-go model. All audio or video minutes used during the billing period are charged at the agreed per-minute rate. Billing takes place at the end of each calendar month, and payment is due within the period specified on the invoice.

Individual price agreements (custom pricing) can be concluded on request. Unless otherwise specified in such an agreement, the provisions of this section shall also apply.

Price changes

We may make changes to prices or fees. Changes will be communicated in a timely manner in accordance with applicable legal requirements.

Cancellation policy for consumers

If you are a consumer within the meaning of § 13 BGB (German Civil Code), you have a statutory right of cancellation when you enter into a contract with us. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement (e.g. by post or email).

Consequences of revocation

If you revoke this contract, we will refund all payments we have received from you without delay and at the latest within fourteen days from the day on which we received notification of your revocation. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise.

Special notes

Your right of withdrawal expires prematurely if we have fully performed the service and only began performing it after you expressly agreed that we may begin performing the service before the expiry of the withdrawal period and you simultaneously confirmed that you lose your right of withdrawal upon full performance of the contract by giving your consent.

If you request that the services begin before the expiry of the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the withdrawal compared to the total scope of the services provided for in the contract.

7. PROHIBITED ACTIVITIES

You may not use the services for purposes or in a manner that violates applicable law, jeopardizes the security of the platform, or infringes the rights of third parties. In particular, it is prohibited to:

1. Illegal content

Uploading, transmitting, or providing content that is illegal, harmful, offensive, discriminatory, defamatory, obscene, harassing, threatening, or otherwise impermissible.

2. Violation of third-party rights

Uploading or distributing content that infringes copyrights, trademark rights, data protection rights, or other proprietary rights of third parties.

3. Processing sensitive data without authorization

Uploading personal or confidential data for which you do not have a legal basis or the necessary consent.

4. Misuse of the services

Using the services in a manner that disrupts or impairs their operation, including the transmission of malware, automated queries (e.g., bots, scrapers), unauthorized access attempts, or circumvention of security mechanisms.

5. Misuse of the platform

Selling, renting, licensing, making publicly available, or otherwise commercially exploiting the services or their content, unless expressly permitted in these legal terms and conditions.

6. Falsification of analysis results

Manipulating the analysis functions of the services with fraudulent intent or deliberately uploading false or misleading content in order to falsify results.

7. Identity and access manipulation

Impersonating another person or organization or gaining unauthorized access to accounts, projects, or files.

Violation of these provisions may result in the immediate suspension or termination of your user account. We reserve the right to remove illegal content and notify the relevant authorities to the extent permitted or required by law.

7.1 FAIR USE POLICY

To ensure stable and consistent use of the services for all users, the following usage limits apply, unless otherwise agreed in writing:

1. No more than 15 files may be uploaded at the same time.
2. The total size of all files in a single upload process may not exceed 5 GB.
3. Uploads that are not used for analysis within the scope of the services offered are not permitted. This includes, in particular, pure data storage without evaluation, uploading content that contains viruses, malware, or other malicious code, and automated upload scripts without prior approval.
4. Violations of these guidelines may result in uploads or the entire account being temporarily blocked, the upload speed being throttled, or the contract being terminated in the event of repeated or intentional violations.

8. UPLOADED FILES AND FEEDBACK

Uploaded files (including audio, video, or text content) will be used exclusively for the purpose of performing the analyses you have requested. The content will not be published or made available to other users. We retain copies of these files and the analyses generated from them only for as long as is necessary for the fulfillment of the contract, legal obligations, or—in the event of accidental deletion—for a limited recovery period (maximum 30 days after deletion). After that, they will be permanently deleted.

By submitting suggestions or other feedback about our services, you agree that we may use and share this feedback to improve our offerings without compensation to you.

9. SERVICE ADMINISTRATION

We reserve the right, but are not obligated, to:

1. monitor the use of the services for violations of these legal terms and conditions,
2. take appropriate legal action against any person who violates applicable law or these legal terms and conditions, including reporting them to law enforcement authorities,
3. block, remove, or restrict access to uploaded files, analyses, projects, or other content if necessary to maintain the security, legal compliance, or stability of the services,

4. delete content that is excessively large or places a disproportionate burden on our systems without notice,
 5. otherwise manage the Services in a manner designed to protect our rights and property and ensure proper operation.
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10. TERM AND TERMINATION

These legal terms remain in effect for as long as you use the Services. We reserve the right, at our sole discretion and without notice or liability, to deny access to the Services, suspend or terminate accounts if there is a material breach of these terms or a violation of applicable law.

Free trial accounts may be terminated at any time without cause.

If we terminate or suspend your account, you may not re-register, either under your own name or under the name of another person or organization.

In the pay-as-you-go model, a final invoice will be issued upon termination based on the services used up to that point.

11. CHANGES AND AVAILABILITY OF SERVICES

We reserve the right to change, expand, or remove content or features of the services at any time if this is necessary for improvement, security, or adaptation to legal requirements.

Our services are generally available at least 97% of the time per year. However, occasional maintenance work, updates, or technical malfunctions may lead to short-term interruptions. In such cases, we will endeavor to keep the disruptions to a minimum.

We are not liable for any loss or damage resulting from the temporary unavailability of the services, unless this is due to intentional or grossly negligent behavior on our part.

12. APPLICABLE LAW

These legal terms and conditions are governed by and construed in accordance with the laws of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If you are a consumer and have your habitual residence in the EU, you also enjoy the protection afforded to you by the mandatory legal provisions of your country of residence.

SemanticMap and you agree to submit to the non-exclusive jurisdiction of the courts of North Rhine-Westphalia, which means that you can assert a claim to defend your consumer protection rights in relation to these legal terms and conditions in Germany or in the EU country in which you reside.

Note on online dispute resolution: The European Commission provides a platform for online dispute resolution (ODR platform), which you can access at the following link: <http://ec.europa.eu/consumers/odr>. We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

13. DISPUTE RESOLUTION

The parties shall endeavor to settle any disputes, controversies, or claims arising out of or in connection with these legal terms and conditions or the use of the services amicably.

The party wishing to assert a dispute shall present the facts to the other party in writing. Both parties shall attempt to reach an agreement within 14 days of receipt of this notification.

If no agreement is reached within this period, both parties shall be entitled to take legal action. The jurisdiction specified in Section 12 shall apply to legal proceedings.

14. CORRECTIONS

The content of the Services may contain typographical errors, inaccuracies, or omissions, including descriptions, prices, availability, or other information. We reserve the right to correct such errors, inaccuracies, or omissions at any time and to change or update information in the Services without prior notice.

15. DISCLAIMER

We undertake to provide the Services with the functions described on our website and an annual availability of 97% (Service Level Agreement). Our warranty refers to the fact that the Services essentially correspond to the functions described.

However, we would like to point out that, given the current state of technology, software cannot be created or operated without errors. Therefore, the following applies:

1. Analysis results: The analyses generated by the services are based on automated, AI-supported processes. Although we strive for the highest possible accuracy and quality, we cannot guarantee that the results generated are 100% correct or complete. The final review and interpretation of the results for the user's intended purpose is the responsibility of the user.
 2. Security: We use appropriate and modern technical and organizational measures to protect the services and user data. However, absolute, 100% protection against unauthorized access, viruses, or other malware cannot be guaranteed.
 3. Third-party influences and force majeure: Our warranty does not extend to disruptions that are beyond our direct control. These include, in particular:
 - Failures or disruptions of public communication networks or the infrastructure of third-party providers (e.g., hosting partners, Internet providers).
 - Events of force majeure (e.g., natural disasters, strikes, armed conflicts).
 - Faulty or incompatible files provided by the user.
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16. LIMITATION OF LIABILITY

We are liable without limitation for intent and gross negligence as well as for injury to life, limb, or health.

In cases of slight negligence, we are only liable if an essential contractual obligation (cardinal obligation) has been breached. In this case, liability is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.

Liability for indirect damage, consequential damage, or lost profits is excluded to the extent permitted by law.

To the extent permitted by law, the total liability arising from the contractual relationship is limited to the amount you paid to us in the last six months prior to the occurrence of the damaging event.

The above limitations of liability also apply in favor of our legal representatives, employees, and vicarious agents.

17. DAMAGES

You agree to indemnify us, our affiliated companies, and our respective employees, representatives, and partners from all claims, demands, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from a culpable breach of these terms and conditions, unlawful use of the services, or infringement of third-party rights by you. This applies in particular to claims in connection with content uploaded or provided by you. We reserve the right to assume sole defense in such cases; you agree to support us in this regard.

18. USER DATA

You are solely responsible for backing up all content uploaded or created by you. We accept no liability for loss, damage, or deletion of data, unless this is due to intent or gross negligence on our part.

19. ELECTRONIC COMMUNICATION AND TRANSACTIONS

Communication between you and us is usually electronic, e.g., by email or via messages in your user account. You agree that such electronic communications have the same legal status as written communications on paper. To the extent permitted by law, the consent, conclusion, or amendment of contracts may also be done electronically.

20. MISCELLANEOUS

These terms and conditions, together with the guidelines published on our website, constitute the entire agreement between you and us. Should any provision of these terms and conditions be invalid, the validity of the remaining provisions shall remain unaffected. We may transfer our rights and obligations under this contract to third parties if this is necessary for the provision of the services. Events beyond our control (force majeure) release us from our obligation to provide services for the duration of the disruption.

21. CONTACT US

To resolve a complaint regarding the services or to obtain further information on the use of the services, please contact us at:

SemanticMap UG (limited liability)

Altendorfer Straße 1

45127 Essen

Germany