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Learn more about

Terms & Conditions

Updated October 18, 2026

For the purposes of this Agreement, “COMPANY” refers to OtterlyAI GmbH, located at Obere Bahnzeile 13, 3680 Persenbeug, Austria.

COMPANY has revised this Software-as-a-Service (SaaS) Agreement (hereafter “Agreement”), with an effective date of April 24, 2026 (the “Effective Date”).

CUSTOMER refers to the company or business and its end users using the COMPANY’s software and website.

1. INTRODUCTION

This Agreement outlines the fundamental terms under which COMPANY will render, and the CUSTOMER and End Users agree to accept and use the Services. By using or accessing the Services, the CUSTOMER and End Users confirm that they have reviewed, understand, and consent to be bound by both this Agreement and COMPANY’s Privacy Terms. Anyone not accepting these terms must refrain from using the Services, if not mutually accepted terms and conditions between COMPANY and the CUSTOMER were agreed upon. **Acceptance by use applies to Self-Service Customers. Enterprise Customers are bound by their signed Quote and any terms agreed in it, not by click-through acceptance.**

1.1 Authority

The person accepting this Agreement on behalf of CUSTOMER confirms that they hold the necessary authority to legally obligate both CUSTOMER and any related Affiliates to the terms set herein.

1.2 End Users

Access to and utilization of the Services requires each End User to create an End User Account through registration. This process necessitates providing their complete legal name, a valid email address, and any additional information COMPANY deems necessary to finalize registration.

1.3 Relationship Between CUSTOMER and End User

The designated administrator for the CUSTOMER's Account is empowered to adjust or reassign End User roles and exercise the rights granted to CUSTOMER as set forth in this Agreement. Should the CUSTOMER decide to designate a new administrator for its Account, the new administrator must agree to undertake any measures reasonably required by either COMPANY or the CUSTOMER to enable this transition. While using the Services under the CUSTOMER Account, End Users may submit CUSTOMER Data (e.g., messages, conversations, or files), and the CUSTOMER may instruct COMPANY on how to handle such data. For instance, the CUSTOMER's administrator may grant or revoke access to the Services, manage permissions, retention and export settings, and reassign inboxes. Such decisions may lead to disclosure, alteration, deletion, or other Processing of some or all CUSTOMER Data.

1.4 Self-Service and Enterprise Customers (new)

"Enterprise Customer" means a CUSTOMER that has signed a Quote with COMPANY that refers to enterprise terms. All other CUSTOMERS are "Self-Service Customers". Where a Section below applies to Self-Service Customers only, an Enterprise Customer's corresponding terms are set out in its Quote, which prevails under Section 12.13.

2. USE AND ACCESS TO THE SERVICES

2.1 Accessing the Services

The Services may be obtained either by entering into an Order Form (confirmed Quote) between CUSTOMER and COMPANY or directly through COMPANY's application and subscription. A subscription must be purchased for each Account utilizing the Services. **A subscription per Account applies to Self-Service Customers. For Enterprise Customers, the scope of use (accounts, brands, prompts, regions) is defined in the Quote.**

2.2 CUSTOMER's Responsibilities Regarding End Users

CUSTOMER bears full responsibility for the actions of its End Users and must ensure that they adhere to the terms of this Agreement while using the Services. Accordingly, CUSTOMER shall:

- Brief End Users on all relevant COMPANY policies, practices, and settings it chooses to enforce;
- Secure all necessary permissions, consents, or rights from End Users that enable lawful use of the Services and permit COMPANY to Process CUSTOMER Data on CUSTOMER's behalf; and
- Address and settle any disputes arising between CUSTOMER and an End User regarding CUSTOMER Data or its Processing in connection with the Services.

2.3 Login Credentials

Both CUSTOMER and End Users are accountable for safeguarding their login details (including email and potential passwords). COMPANY is not liable for any damages or losses resulting from the failure to protect these credentials. End Users are prohibited from sharing or concurrently using identical login information. COMPANY reserves the right to reject account registrations or cancel credentials if deemed unsuitable. Should CUSTOMER notice any unauthorized access or usage of its Account, it must promptly notify COMPANY at the CUSTOMER SUPPORT EMAIL provided above.

2.4 Acceptable Use

In addition to adhering to all other provisions of this Agreement, CUSTOMER and End Users agree to utilize the Services in compliance with all applicable laws and regulations.

2.5 Export Compliance

Neither CUSTOMER nor End Users may export, re-export, or otherwise distribute the Services, Software, or related materials in breach of any applicable export control laws and regulations - including those of the European Union and Austria. If the Services or Software incorporate U.S. - origin technology or components, then the relevant U.S. export control regulations (administered by the U.S. Department of Commerce and the U.S. Department of the Treasury, Office of Foreign Assets Control) must also be observed.

2.6 Equipment

The CUSTOMER is solely responsible for procuring, maintaining, and securing any equipment used to access the Services.

2.7 Support and Maintenance

Occasionally, the Services might be temporarily inaccessible due to scheduled maintenance, unscheduled emergency repairs (by COMPANY or its third party providers), or other factors beyond COMPANY's reasonable control. COMPANY will strive to provide prior written notice for planned interruptions. COMPANY may also access CUSTOMER or End User Accounts to address support issues. We provide our services and support with the best effort. We can not guarantee any response or resolution times. However, we are always trying to help our users as soon as possible. **This Section describes support and availability for Self-Service Customers. Enterprise Customers can agree support levels and availability commitments in their Quote.**

3. CONFIDENTIALITY

3.1 Protection of Confidential Information

The party receiving Confidential Information ("Receiving Party") agrees to (i) safeguard such information with the same care (or greater) as it would for its own confidential data (but never less than a reasonable standard), and (ii) refrain from disclosing it (except as needed to perform the Services or as otherwise allowed by this Agreement) without the prior written consent of the disclosing party ("Disclosing Party"). Disclosure to Representatives is permitted strictly on a need-to-know basis, provided those Representatives are bound by similar confidentiality obligations.

3.2 Compelled Disclosure

Should the law require disclosure of Confidential Information, the Receiving Party may provide such information after giving advance notice to the Disclosing Party, when legally permissible.

3.3 Equitable Relief

Both Parties acknowledge that any breach of confidentiality could cause harm that is not adequately reparable by monetary damages alone, and that the non-breaching Party may seek equitable relief, in addition to other legal remedies.

4. DATA PROTECTION, USAGE AND FEEDBACK

4.1 Data Protection

COMPANY will maintain appropriate technical, organizational, and physical safeguards to ensure the confidentiality, integrity, and availability of CUSTOMER Data under its control. The Parties further agree to the terms of COMPANY's Data Processing Addendum, which is incorporated into this Agreement.

4.2 Usage Data

Notwithstanding any other provision herein, COMPANY has the right (when legally permissible) to collect, aggregate, and analyze anonymized or de-identified information regarding the CUSTOMER's and End Users' activities (collectively "Usage Data"). This data may include, for example, information about CUSTOMER Data or its derivative data. COMPANY can use this Usage Data during and after the Subscription Term for purposes such as analysis, support, enhancement, operation, and marketing of its Services, as well as for generating industry benchmarks or best practices. **Enterprise Customers can agree different Usage Data terms in their Quote.**

4.3 Feedback

Any feedback or suggestions provided by the CUSTOMER or shared with any COMPANY Representative grants COMPANY an irrevocable, perpetual, sub-licensable, transferable, royalty-free, and worldwide license to use such information for any purpose without any obligation or compensation, unless otherwise expressly stated herein.

4.4 Adult content

It is not allowed for CUSTOMER to use the Services of COMPANY for any processing of adult content or sexually explicit content or any content that consists of violent, racist, sexist or any kind of infringing content.

5. FEES

5.1 Subscription Charges Calculation

The CUSTOMER may subscribe to the Services via COMPANY's application or through an executed Order Form (confirmed quote). Payment will be made as per the terms detailed in the Order Form. Subscription Charges are billed in advance and, unless stated otherwise, are nonrefundable. Should usage exceed the number of paid Account's limits as per an Order Form or require additional charges, the CUSTOMER will be invoiced for such excess usage from the first instance of use by an unpaid subscription usage. Renewal Subscription Charges or additional subscriptions will be subject to the prices listed on COMPANY's website at the time of renewal, unless an alternative written agreement is reached. We reserve the right, in case our subordinate services are increasing prices by more than 10%, to increase our prices accordingly. This is applying to monthly and annual prices (Self-Service and Enterprise). Customers will be informed upfront in writing of these increases. Customers have a special cancellation option from the time of notification for 30 days. **This Section applies to Self-Service Customers. For Enterprise Customers, prices, overage rates and renewal prices are set in the Quote and do not follow website prices.**

5.2 Payment and Billing

Unless explicitly stated in this Agreement or an Order Form, all Subscription Charges are due in full at the commencement of the Subscription Term. In the absence of an alternative agreed payment method, a valid credit card is mandatory for subscribing to the Services. The CUSTOMER authorizes COMPANY to automatically charge the selected payment method for Subscription Charges on or after the start of each renewal term, subject to termination as outlined in Section 6.2. Should COMPANY elect to invoice instead, full payment must be received within thirty (30) days of the invoice mailing date if not otherwise agreed in writing. If payment is not received within five (5) days following a delinquency notice from COMPANY or the payment information is not updated as requested, COMPANY may suspend access to the Services. It is the CUSTOMER's responsibility to promptly update any changes to its Account information, including billing address or credit card details. **Credit card payment, automatic charging and the suspension timing in this Section apply to Self-Service Customers. Enterprise Customers can agree invoicing, payment terms and suspension conditions in their Quote.**

5.3 Taxes

Unless specifically included in an Order Form, the charges by COMPANY exclude any Taxes. The CUSTOMER is responsible for all applicable Taxes arising from its subscription, except for those measured against COMPANY's net income. COMPANY will bill Taxes if it is legally obligated to do so, and the CUSTOMER agrees to pay such Charges. Tax exemptions will be applied only if the CUSTOMER provides valid certification, and such exemption may be revoked if a proper authority later determines that the CUSTOMER does not qualify.

5.4 Billing Disputes

Any discrepancies or errors on a billing statement must be reported to COMPANY within thirty (30) days from the date of the affected bill to be eligible for an adjustment or credit. Inquiries should be directed to COMPANY's billing team at the designated Billing Email.

5.5 Upgrades

If the CUSTOMER upgrades its Subscription Plan or increases the number of limits during a Subscription Term, any additional charges will be based on the rates in effect during that term. Any upgrades affecting the number of limits will align with the current Subscription Term and the subsequent term's Subscription Charges will reflect such changes. Any initial discount offered applies only to the first Subscription Term specified and will not carry over to renewal terms. **This Section applies to Self-Service Customers. For Enterprise Customers, upgrade terms and discounts are set in the Quote.**

5.6 Downgrades

The CUSTOMER is not permitted to decrease its Subscription Plan level or reduce the number of limits of their subscription during an active Subscription Term. For any planned downgrade in a subsequent term, the CUSTOMER must downgrade in the application or must notify COMPANY in writing at least thirty (30) days prior to the current term's end if not agreed otherwise in writing. Please note that downgrading may result in reduced content, features, or capacity, and COMPANY will not be liable for any losses incurred. No credits or refunds will be issued for underused subscriptions or any remaining portion of the Subscription Term. **This Section applies to Self-Service Customers. For Enterprise Customers, downgrade and notice terms are set in the Quote.**

5.7 Payment Portals

Should the CUSTOMER require COMPANY to use a vendor payment or compliance portal that imposes an additional fee or percentage charge per invoice, such costs will be passed on to the CUSTOMER via a separate invoice. **For Enterprise Customers, the handling of vendor portal fees is agreed in the Quote.**

6. TERM AND TERMINATION

6.1 Term

Subject to the termination rights outlined herein, COMPANY will provide the Services for the initial Subscription Term, which will automatically renew for an identical period. Either Party may seek to terminate this Agreement by providing notice until the next renewal period before the current term's end. In case of monthly subscriptions, CUSTOMER can terminate on a monthly basis. In case of annual subscriptions, CUSTOMER can terminate before the renewal period. **The monthly and annual renewal and cancellation rules in this Section apply to Self-Service Customers. For Enterprise Customers, the term, renewal and notice periods are set in the Quote.**

6.2 Termination

Either COMPANY or CUSTOMER can terminate this Agreement if the other Party fails to remedy a material breach within thirty (30) days of receiving written notice. Additionally, CUSTOMER may terminate its subscription if it ceases operations or enters insolvency proceedings that are not resolved within sixty (60) days. Upon termination, COMPANY may deactivate the CUSTOMER Account and any associated End User Accounts immediately. However, such deactivation does not relieve the CUSTOMER of obligations to pay any accrued or outstanding Fees or any liabilities incurred up to the termination date. Termination for cause does not exempt the CUSTOMER from payments due for usage prior to termination.

6.3 Data Export

Following termination, COMPANY will render CUSTOMER Data available for download for a period of thirty (30) days. Once this period lapses, COMPANY will delete the CUSTOMER Data in line with its data deletion policy. **This export period applies to Self-Service Customers. Enterprise Customers can agree a different export and deletion period in their Quote or DPA.**

6.4 Suspension and Other Remedies

COMPANY reserves the right to suspend or terminate any CUSTOMER Account or End User Account upon notice if there is a breach of these terms and condition agreement. Where possible, COMPANY will provide advance notice of such action; however, in cases deemed as posing imminent threat or serious disruption, COMPANY may act immediately. COMPANY also reserves the right to inform the CUSTOMER or designated administrator of any End User's failure to comply with these terms. **Enterprise Customers can agree specific suspension conditions and notice periods in their Quote.**

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Rights of COMPANY

The Services are provided on a limited access basis. No ownership rights in the Services are transferred to the CUSTOMER or End Users. COMPANY retains exclusive ownership of all intellectual property rights related to (i) the Services (except for CUSTOMER Data) and all corresponding trademarks, logos, and service marks; (ii) all updates, enhancements, or modifications thereto; and (iii) any software, applications, inventions, or technologies developed to support the Services.

7.2 Rights of the CUSTOMER

CUSTOMER retains all intellectual property rights in its CUSTOMER Data. Furthermore, CUSTOMER grants COMPANY (on behalf of itself and its End Users) a worldwide, non-transferable, non-sublicensable, non-exclusive, and limited license to access, use, copy, reproduce, Process, adapt, distribute, publish, and display CUSTOMER Data as is reasonably necessary to (i) provide, maintain, and enhance the Services; (ii) address service, security, or technical issues; and (iii) perform any action expressly permitted under this Agreement or by written instruction from CUSTOMER.

8. WARRANTY AND DISCLAIMER

8.1 COMPANY's Warranty

During any Subscription Term, COMPANY warrants that the Services will substantially conform to the Documentation. Should there be a breach of this warranty, COMPANY's sole obligation - and the CUSTOMER's sole remedy - will be to use commercially

reasonable efforts to correct the issue at no extra charge, or if correction is impractical, either Party may terminate the Agreement for a pro-rata refund of any prepaid, unused Fees for the remaining term. This warranty does not apply if the issue results from misuse or unauthorized modification by the CUSTOMER or End Users with respect to (i) the Services or (ii) Third Party Services.

8.2 CUSTOMER's Warranty

CUSTOMER warrants that it has the legal authority to supply CUSTOMER Data to COMPANY, enabling COMPANY and its authorized service providers to lawfully Process and transfer the data on CUSTOMER's behalf in accordance with this Agreement. CUSTOMER further agrees to abide by all relevant laws when using the Services.

8.3 Mutual Warranties

Each Party represents and warrants that:

(a) This Agreement has been duly executed and constitutes a valid, binding agreement enforceable as written;

(b) No third-party consent is required for executing or performing under this Agreement; and

(c) The execution, delivery, and performance of this Agreement does not conflict with any other contractual obligations.

8.4 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES AND ALL ASSOCIATED COMPONENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT GUARANTEE UNINTERRUPTED, SECURE, ERROR-FREE, OR VIRUS-FREE SERVICE, NOR DOES IT PROMISE CORRECT OR ACCURATE DATA HANDLING. COMPANY IS NOT RESPONSIBLE FOR INTERNET OR THIRD PARTY FAILURES, OR FOR REVIEWing or sustaining the accuracy of CUSTOMER Data.

9. INDEMNIFICATION

9.1 COMPANY's Indemnity

COMPANY agrees to defend and indemnify the CUSTOMER Parties against any third party claims alleging that the CUSTOMER's use of the Services (in the manner contemplated by this Agreement) infringes on a third party's intellectual property rights. This includes covering any damages, settlements, or legal fees arising from such claims, provided that the allegation does not result from:

(i) misuse of the Services by CUSTOMER or any End User;

(ii) modifications made by anyone other than COMPANY or its Representatives without COMPANY's approval;

(iii) using the Services in combination with non-COMPANY software without approval; or

(iv) issues caused by CUSTOMER Data.

9.2 CUSTOMER's Indemnity

CUSTOMER shall defend and hold harmless COMPANY Parties from any claims, actions, or demands arising out of (i) any breach of applicable law by CUSTOMER or its End Users during the use of the Services, or (ii) any claims related to CUSTOMER Data. This includes any resulting damages, settlements, or legal costs, to which CUSTOMER will be responsible.

9.3 Infringement Claims

If a court or COMPANY reasonably believes that the Services infringe on a third party's intellectual property, COMPANY may:

(i) modify or replace the Services with non-infringing versions that provide substantially the same functionality;

(ii) secure a license allowing continued use of the Services, at COMPANY's expense; or

(iii) if neither option is viable, terminate this Agreement. In the latter case, COMPANY's liability is limited to a pro-rated refund of any pre-paid but unused Subscription Charges. The remedies in this chapter represent the exclusive rights available to the CUSTOMER Parties regarding any infringement claim.

9.4 Indemnification Procedures

Should an indemnification issue arise, the party seeking indemnification must:

(i) promptly notify the other party of the claim;

(ii) provide all requested information and assistance; and

(iii) cooperate in the defense of the claim. Delays in notification may limit the indemnifying party's obligations only to the extent that such delay materially prejudices their ability to defend the claim. The indemnifying party retains full control over the defense, provided that any settlement requiring the indemnified party to admit liability or make payment must receive their prior written consent, which cannot be unreasonably withheld.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Certain Damages

NEITHER PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST SALES, BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSSES) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

10.2 Liability Cap

NOTWITHSTANDING ANY OTHER PROVISION, COMPANY'S TOTAL LIABILITY (AGGREGATED OVER ALL CLAIMS) ARISING FROM THIS AGREEMENT, THE SERVICES, OR PROFESSIONAL SERVICES SHALL NOT EXCEED THE AMOUNT OF SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY THE CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE INITIAL INCIDENT. This limitation reflects the risk allocation agreed upon by the Parties and shall not apply to claims arising from (1) indemnification obligations set forth herein, or (2) CUSTOMER's failure to pay undisputed Fees.

10.3 Cumulative Liability

The liability limits set forth in this Section apply on an aggregate basis and are not cumulative for multiple claims.

10.4 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for incidental or consequential damages, or for fraud, willful misconduct, or statutory violations; in those jurisdictions, the limitations stated here will be applied to the fullest extent permitted by local law.

10.5 Enforceability

Any claim or damage award by the CUSTOMER against COMPANY shall be pursued only against COMPANY and not against any individual officers, directors, Representatives, or other affiliated entities of COMPANY.

10.6 Risk Allocation

The provisions in this Section are essential in determining the pricing and terms under this Agreement, reflecting the mutual risk allocation agreed upon by the Parties.

11. USE OF THIRD PARTY SERVICES

The Services integrate various Third Party Services. Any interaction or data exchange between the CUSTOMER and a third party's service is solely between those parties. COMPANY does not endorse or guarantee any non-COMPANY products or services - even if labeled as "certified" or "compatible" with the Services. CUSTOMER acknowledges that third party providers might access CUSTOMER Data as necessary to support their services, and CUSTOMER is solely responsible for complying with the terms and policies of such third party providers. COMPANY shall not be responsible for any modifications, losses, or other issues arising from a third party's handling of CUSTOMER Data.

Find all third party service providers on our security page.

12. MISCELLANEOUS

12.1 Governing Law and Venue

This Agreement and all related disputes shall be governed by the laws of Austria/Europe, irrespective of any conflict of law principles. The Parties consent to the exclusive jurisdiction of the federal or state courts located in Vienna, Austria. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

12.2 Arbitration

Any disputes in connection with this Agreement shall be resolved in accordance with Austrian law through arbitration or other agreed dispute resolution procedures.

12.3 Legal Notices

COMPANY may issue general notices regarding the Services via email or through in-service notifications, which shall satisfy any written notice requirements. All legal notices (including those from the CUSTOMER) must be sent by email, first-class mail, airmail, or overnight courier to the CUSTOMER's address as provided in an Order Form. Notices are deemed effective upon:

- Personal delivery;
- Electronic confirmation if transmitted via email;
- The following day if dispatched using a next-day delivery service; or
- Receipt if sent by certified or registered mail with return receipt requested.

Legal correspondence for COMPANY should be addressed to:

OtterlyAI GmbH · Attn: Thomas Peham · Obere Bahnzeile 13 · A-3680 Persenbeug · Austria/Europe · Email: hello@otterly.ai

For Enterprise Customers, notice contacts are named in the Quote.

12.4 Publicity and Use of CUSTOMER Marks

COMPANY is permitted to mention CUSTOMER's name and logo factually in marketing materials or communications with current or potential CUSTOMERs. We will give you notice of usage wherever possible. **This permission applies to Self-Service Customers. For Enterprise Customers, the use of name and logo is agreed in the Quote.**

12.5 Severability and No Waiver

If any provision of this Agreement is declared invalid or unenforceable, that provision shall be limited or omitted only to the minimum extent necessary so that the remaining provisions continue in effect. A failure by either Party to enforce any provision shall not be considered a waiver of that provision in the future.

12.6 Assignment

Neither Party may assign or transfer any rights or obligations under this Agreement without obtaining the other Party's written consent - which shall not be unreasonably withheld - except that either Party may assign this Agreement (with notice) to an Affiliate or successor resulting from a merger, acquisition, or sale of substantially all assets. However, if CUSTOMER assigns the Agreement to a direct competitor of COMPANY, COMPANY reserves the right to terminate the Agreement and suspend access to the Services. Any attempt at unauthorized assignment will be null and void. This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

12.7 Force Majeure

Neither Party shall be held responsible for delays or incomplete performance of its obligations due to events beyond its reasonable control ("Force Majeure Event"), such as natural disasters, civil unrest, epidemics, quarantine measures, acts of terrorism or war, labor disputes, governmental actions, internet or utility service interruptions, third party hosting failures, or denial-of-service attacks. The affected Party shall notify the other promptly and take reasonable steps to mitigate the impact.

12.8 Relationship of the Parties

The Parties are independent contractors. This Agreement does not establish a partnership, joint venture, franchise, agency, fiduciary, or employer-employee relationship. The CUSTOMER is not authorized to act on behalf of COMPANY in any manner. There are no third-party beneficiaries under this Agreement; in particular, CUSTOMER's End Users are not beneficiaries.

12.9 Use by Affiliates

CUSTOMER may extend the rights, benefits, and protections provided in this Agreement to its Affiliates, provided that CUSTOMER remains fully responsible for such Affiliates' compliance with the Agreement.

12.10 Trial Subscriptions

COMPANY may, at its discretion, offer a limited free trial to new CUSTOMERs, subject to the terms of this Agreement. COMPANY reserves the right to terminate any free trial at any time and for any reason. **Free trials are offered to Self-Service Customers. Enterprise pilots are agreed in a Quote.**

12.11 Beta Access

Selected CUSTOMERs might be invited to test pre-release versions of new features or enhancements (labeled “beta,” “early access,” “evaluation,” “preview,” “test,” “pre-release,” or similar). Participation is voluntary and at the CUSTOMER’s risk, provided “as is” and possibly subject to additional terms. COMPANY will not be liable for any issues stemming from the use of beta versions.

12.12 Language

Any non-English versions of this Agreement are provided solely for convenience. In the event of a discrepancy or ambiguity, the English version shall prevail.

12.13 Entire Agreement

This Agreement - including all attachments, policies, exhibits, addenda, and any related Order Form(s) - constitutes the full agreement between the Parties regarding its subject matter and supersedes any previous agreements or representations, whether written or oral. In case of any conflict between this Agreement and an Order Form, the Order Form shall control. Terms imposed in any CUSTOMER purchase order or similar document are void and not part of this Agreement.

12.14 Amendments

COMPANY reserves the right to modify this Agreement periodically to reflect its evolving business practices by posting an updated version on its website. If COMPANY determines that such changes are material, it will notify the CUSTOMER and End Users prior to implementation. Continued use of the Services after any changes become effective signifies acceptance of the new terms. **This right to amend by posting applies to Self-Service Customers. For Enterprise Customers, changes during a Subscription Term follow the Quote and are not made by posting.**

13. DEFINITIONS

13.1 “Account”

A term referring to either a Subscription / CUSTOMER Account or an End User Account.

13.2 “Affiliate”

Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means the power to direct management or policies, whether by ownership of voting securities, contract, or otherwise.

13.3 “Agreement”

This Software-as-a-Service (SaaS) Agreement, including the terms contained herein along with all Order Forms, policies, addenda, exhibits, attachments, and amendments.

13.4 “Confidential Information”

Any non-public information provided by one Party to the other, which is identified as confidential or reasonably should be understood as confidential. This includes details regarding service features, performance, CUSTOMER Data, business strategies, forecasts, financial data, processes, models, and technical Documentation - but excludes information that (i) was public at the time of disclosure, (ii) was known without restriction prior to the disclosure, (iii) was rightfully received from a third party, or (iv) was independently developed without use of the confidential data.

13.5 “CUSTOMER”

The individual or organization entering into this Agreement with COMPANY, including its Affiliates.

13.6 “CUSTOMER Account”

An account set up on behalf of the CUSTOMER within the Services, providing administrative rights to manage and alter settings on behalf of the CUSTOMER.

13.7 “CUSTOMER Data”

Any data submitted to or generated within the Services by the CUSTOMER or End Users. It does not include Usage Data or information related to COMPANY's internal contacts or marketing activities.

13.8 "CUSTOMER Parties"

A collective term for the CUSTOMER and its affiliates, subsidiaries, and officers.

13.9 "CUSTOMER Settings"

The segment of the Services accessible via a CUSTOMER Account, where administrative functions such as user management are performed.

13.10 "Data Processing Addendum"

COMPANY's addendum governing data processing terms, available on its website (linked with the Privacy Policy), and incorporated herein.

13.11 "Disclosing Party"

The Party that shares Confidential Information under this Agreement.

13.12 "Documentation"

The current, generally available information outlining the functionality of the Services and details about Subscription Plans, as provided in COMPANY's help center at https://otterly.ai/helpcenter.

13.13 "End User"

An individual who accesses the Services through the permissions granted under a CUSTOMER Account.

13.14 "End User Account"

An account created by an End User upon completing registration, which requires their legal name, a valid email address, and any additional information requested.

13.15 "XX"

[Reserved for future definition.]

13.16 “Equipment”

Any hardware, software, or related ancillary services needed to connect to or use the Services (including modems, servers, operating systems, and networking components).

13.17 “Fees”

The dollar amounts due to COMPANY for the use of the Services, including both Subscription Charges and fees for Professional Services.

13.18 “Force Majeure Event”

An event beyond a Party’s control - such as natural disasters, civil disturbances, epidemics, war, acts of terrorism, labor disputes, governmental actions, or utility/internet interruptions - that prevents a Party from fulfilling its obligations under this Agreement.

13.19 “COMPANY”

OtterlyAI GmbH.

13.20 “COMPANY Parties”

A term covering COMPANY and its affiliates, subsidiaries, officers, employees, and agents.

13.21 “Including”

Used herein as “including, without limitation.”

13.22 “Law Enforcement Data Request Guidelines”

COMPANY’s guidelines pertaining to data requests by law enforcement.

13.23 “Order Form”

A written document signed by both Parties outlining the Fees associated with the CUSTOMER’s subscription to the Services and specifying the Subscription Term.

13.24 “Parties”

Refers collectively to CUSTOMER and COMPANY.

13.25 “Privacy Notice”

COMPANY’s privacy policy located at https://otterly.ai/privacy.

13.26 “Process” (and variations)

Refers to any operation performed on CUSTOMER Data - be it collection, recording, organization, storage, alteration, retrieval, or deletion - whether done manually or automatically.

13.27 “Professional Services”

Consulting, training, implementation, or other professional services offered by COMPANY (alternatively referenced as consulting services in Documentation or any statement of work).

13.28 “Receiving Party”

The Party that receives Confidential Information under this Agreement.

13.29 “Representatives”

Employees, Affiliates, consultants, contractors, subcontractors, agents, or advisors of a Party.

13.30 “Services”

The software-as-a-service platform and any technical support provided by COMPANY, including mobile applications, websites, or other associated properties (excluding Third Party Services).

13.31 “Subscription Charges”

Amounts due to COMPANY by CUSTOMER for using the Services under this Agreement.

13.32 “Subscription Plan”

The specific bundled service offering and associated functionalities as detailed on COMPANY’s website and within the Documentation.

13.33 “Subscription Term”

The period during which the CUSTOMER purchases and COMPANY provides access to the Services, as defined in an Order Form or agreed upon via COMPANY’s website or CUSTOMER Settings.

13.34 “Taxes”

Any applicable taxes, levies, duties, or similar charges (including, but not limited to, sales, use, value-added, or withholding taxes) imposed by any authority.

13.35 “Third Party Services”

Other applications or services offered by third parties that are integrated with or accessible via the Services.

13.36 “Usage Data”

Data collected as described in Section 4.2 concerning how the Services are used by CUSTOMER and End Users.

EU-dispute settlement

Information for online-dispute settlement: Consumers have the opportunity to file complaints with the EU's online dispute resolution platform: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN. You can send complaints also to the above mentioned email.