Terms and Conditions of fynk GmbH

Version 2.3, Last Update: 27.08.2026

I. Preamble

fynk GmbH, Heinrichsgasse 2/1/8, 1010 Vienna (hereinafter: “fynk”), offers a web-based software solution for creating, signing and managing contracts (hereinafter: “Software”) via the URL https://www.fynk.com/ (hereinafter: “Website”) under the fynk brand. Customers of fynk are businesses within the meaning of Section 1 (2) KSchG.

These contractual terms and conditions become part of the contract upon acceptance of an offer (see Section III “Technical registration, conclusion of the contractual terms and conditions”). The contract between fynk and the Customer (hereinafter: individually “Party” and jointly “Parties”) is concluded either by:

1. the acceptance of a written offer (hereinafter referred to as “Offer Letter”), which together with these contractual terms and conditions including annexes forms the contract, or
2. the acceptance of an offer via the website (hereinafter: “Website Offer”; to be found at https://fynk.com/de/preise/ or https://app.fynk.com/account-settings/billing), which together with these contractual terms and conditions including annexes forms the contract.

In the event of contradictions between the provisions of the Offer Letter and these contractual terms and conditions, the provisions of the Offer Letter shall take precedence. In the event of contradictions between the Website Offer and these contractual terms and conditions, the provisions of the Website Offer shall take precedence.

These terms and conditions apply exclusively to the paid use of fynk. For free use of the software (‘free package’), the *terms and conditions of fynk GmbH for the free use of fynk*, available at https://fynk.com/en/legal/terms/terms-free/, apply instead.

II. Subject Matter of the Contractual Conditions

1. These contractual terms and conditions apply to the use of the software as presented on the Website (whereby the website only provides a summarized presentation of the service owed; see Section IV “Type and scope of the service”) by the customer. Insofar as third-party offers are included, this is recognizable to the customer on the website. The source code on which the

software is based, including the algorithms used, are not the subject matter of the contract.

2. The software is provided by fynk as a web-based cloud solution. The Customer is enabled to use the software stored and running on the servers of fynk or a service provider commissioned by fynk via a Internet connection for its own purposes during the term of this contract and to store and process its data with its help. In addition, AI-supported analysis of company-related documents is offered as an option. Some AI functionalities are based on fynk's own developments, others are made possible by the integration of third-party tools.
3. These contractual terms are only applicable to commercial transactions with customers who are businesses ("business-to-business"). The offer is not aimed at consumers.
4. These contractual terms and conditions apply exclusively with the exception of the contractual components mentioned herein. The customer's contractual terms and conditions shall not apply. Counter-confirmations by the Customer with reference to its own terms and conditions are hereby expressly rejected, which is why no further objection by fynk is required after receipt of such a counter-confirmation by the Customer.

III. Technical Registration, Conclusion of the Contract

1. Technical registration to use the trial version: To use the trial version of the software, the customer must register at https://www.fynk.com/ and open a company account (hereinafter: "account"). Customers can be natural persons and legal entities. In the case of legal entities, an account may only be opened by an authorized representative or authorized employee of the customer; this person must be specified accordingly. The required data must be provided truthfully and updated immediately in the event of changes, in particular upon conclusion of the contract, in order to ensure smooth use. We confirm receipt of the data to the customer by sending an automatically generated email to the email address provided ("Verify your email address").
2. After verification of the e-mail address, the customer receives another e-mail confirming the registration. The customer can then access fynk with the access data previously selected during registration.
3. To conclude a contract, the customer either receives an Offer Letter from fynk, or the customer can alternatively conclude the contract directly via the Website Offer. In both cases, the terms and conditions become an integral part of the contract.

4. The contract is concluded when the Customer signs the Offer Letter. If the Customer enters his data via the Website Offer and places his wish to conclude a contract there, the contract is concluded upon confirmation by fynk.
5. If a contract is concluded via the Website Offer, the customer selects one of the packages available at that tim and, if applicable, the number of users. The authorization of the users is carried out by entering them in an input mask in fynk. The Customer designates one or more users as administrator(s) of the account, who have full access to all setting options and administration areas. The exact scope of the possible uses of fynk can be found in the Service Description, which is included in the appendix to these contractual conditions (see Section IV. “Type and scope of service”). The Pro package can only be concluded by offer letter and is put together individually by fynk.
6. The Customer has the right to revoke the authorization of a user or to nominate another person as a replacement for the user. The authorization of the replacement person is again carried out by entering it in an input mask in fynk.
7. If the scope of services is not used during the contract period, there is no entitlement to a refund, reduction in price or free extension of access beyond the respective contract period. This also applies in particular to the non-use of booked user accounts.
8. The Customer has the option of switching to more extensive packages within the contract term (see Section VIII “Contract Term & Extension, Termination and Price Adjustment”). Additional user accounts can also be added to the extent permitted by the respective package.
9. Upon conclusion of a contract for a paid package, the Customer also receives access to fynk’s AI functionalities. Their use requires the Customer to have so-called “AI Credits” available. AI Credits are virtual accounting units for the use of fynk’s AI functionalities that are not redeemable for money. They can only be used within fynk and do not represent a monetary amount. AI Credits are consumed to the extent that the Customer makes use of the AI functionalities. Upon conclusion of a contract for a paid package, the Customer therefore also receives a certain quantity of AI Credits. The detailed provisions on this, as well as on AI Credits in general — in particular regarding their acquisition, validity and consumption — can be found in a separate section of these Terms and Conditions.

IV. Type and Scope of Service

1. fynk shall provide the Customer with the software in its current version to the extent provided for the respective package at the router exit of the data center

in which the server with the software is located (“transfer point”) for use of the functions within the scope of the Customer’s business activities.

2. The scope of the software is only shown on the website on an examplary basis. The Customer receives access to the individual functions offered in the respective package to the extent described and for the number of user accounts booked. The functions offered are i) Document Management, ii) Document Drafting, iii) Digital Signatures, iv) Collaboration, v) Workflow & Automation, vi) Analytics & Reporting, vii) Integrations & API and viii) Security & Compliance. The detailed Service Description including an overview of the available packages is contained in the Annex to these Terms and Conditions, which can be found at https://fynk.com/en/legal/service-description/.
3. The software, the computing power required for use, and the required storage and data processing space to the extent specified in the Service Description under the selected package shall be provided by fynk. The latter can be used for storage and processing of data that is fed or imported into the software by the Customer and/or that was generated by using the software (hereinafter: “Customer Data”). However, fynk shall not be responsible for establishing and maintaining the data connection between the Customer’s IT systems and the transfer point described.
4. fynk grants the Customer a simple, non-sublicensable, non-transferable and non-exclusive right to use the software, limited in time to the duration of this contract, but unlimited in territory. This right of use applies exclusively to the use described in paragraphs 1 to 3 and in the documents referred to therein. The customer is not entitled to reproduce, analyze, decompile, translate back into the source code or process the software in any other way.
5. The provisions of paragraph 4 shall apply mutatis mutandis to the AI models that enable the AI functionalities and their results, provided that they are protected by copyright law. If these elements are not protected by copyright law, fynk shall grant the Customer an actual right of use to the same extent and for the same purpose, which establishes a preferential economic position for the Customer.
6. The Customer acknowledges that the results of the AI functionalities are merely assumptions based on probabilities, the quality of which depends in particular on the quality of the data fed in or imported by the customer, the customer’s usage behavior (e.g. “prompts”) and the third-party tools integrated into the software (e.g. ChatGPT). The accuracy, completeness and suitability of the results of the AI functionalities for a specific customer purpose are therefore expressly not part of the contractual services. The Customer bears full responsibility for verifying that the results of the AI functionalities

meet its requirements and for any use of or reliance on those results. This responsibility includes ensuring that persons working for the Customer (e.g. employees) and other persons in the Customer's sphere (e.g. third parties to whom the Customer grants access to the software) are sufficiently informed about the AI functionalities and their results.

7. fynk offers its software in various expansion stages, which can be continuously updated or further developed by fynk. An obligation to update, further develop or adapt to the individual needs or the IT environment of the Customer is not owed. As the software is constantly being further developed and transferred to new versions, this may result in individual points in the service description changing, provided that the agreed scope of services is not significantly impaired as a result.
8. AI functionalities: fynk's AI functionalities are based on AI models that generate their results on the basis of statistical probabilities rather than by querying verified facts. The results and outputs achieved through the use of the AI functionalities may therefore be incorrect, incomplete, outdated or substantively inaccurate. The Customer should therefore not use fynk's AI-generated results without review, but should verify them independently. The Customer acknowledges that the AI functionalities merely serve to support the Customer, that fynk does not owe absolute faultlessness of the results and outputs achieved through the use of the AI functionalities, and that fynk does not warrant the accuracy, completeness or suitability of the results/outputs for any particular purpose. Given this nature of the AI functionalities, deviations, inaccuracies or incompleteness in their results/outputs — including so-called "hallucinations" — do not constitute a defect or a breach of contract. The Customer is aware that fynk's results and output do not constitute legal advice. The Customer bears sole responsibility for all results and outputs generated with the assistance of the AI functionalities.

V. Availability of the Software

1. The software is generally available 24 hours a day, 7 days a week. fynk guarantees an annual average availability time of 99.5% (hereinafter: "Overall Availability"). The Overall Availability shall not be affected by maintenance in accordance with paragraph 2 or non-availability in accordance with paragraph 3.
2. fynk shall be entitled to carry out maintenance work on weekdays in the period from 20:00 to 06:00 CET/CEST and on public holidays and weekends from 00:00 to 24:00 (hereinafter: "maintenance window") for a total of ten (10) hours per calendar month. fynk shall be entitled to postpone or extend

the maintenance window in exceptional cases to eliminate or prevent serious malfunctions, in which case the Customer shall be notified of this postponement or extension. The Customer is aware that activities during the (postponed or extended) maintenance window may result in the software not being available or only being available to a limited extent during the maintenance work. Maintenance work during the maintenance window or during a - previously announced - postponed or extended maintenance window therefore has no effect on the overall availability as long as it does not exceed ten (10) hours per calendar month.

3. fynk points out to the Customer that restrictions or impairments in the use of the software may arise that are beyond fynk's control. This includes, in particular, non-availability and malfunctions of third-party tools integrated into the software, actions of third parties not acting on behalf of fynk, technical conditions of the Internet beyond fynk's control and force majeure. The hardware, software and technical infrastructure used by the Customer may also have an influence on the usability of the software. Insofar as such circumstances have an influence on the availability or functionality of the software, this shall not constitute a breach of contract by fynk and shall not affect the overall availability.
4. In order to enable the most efficient troubleshooting possible, the customer must report functional failures, malfunctions or impairments of the software immediately and as precisely as possible by e-mail to support@fynk.com.
5. fynk processes customer reports from Monday to Friday between 9.00 and 17.00, except on public holidays.

VI. AI Credits

1. In order for the Customer to use fynk's AI functionalities, the Customer requires AI Credits. There are various ways for the Customer to obtain AI Credits. Depending on the method of acquisition, the following categories of AI Credits can be distinguished:
    i. *Subscription Credits* are included in the paid packages that Customers can book from fynk. Upon conclusion of a contract for a paid package, the Customer automatically receives a certain quantity of Subscription Credits. The specific number of Subscription Credits the Customer receives depends on the package booked and is set out in the offer or the package description provided by fynk.
    ii. *Onboarding Credits* may be granted to the Customer by fynk on a one-off basis upon the Customer's first conclusion of a contract for a paid

package. The number of Onboarding Credits is set out in the offer or the Service Description. Onboarding Credits are credited independently of, and in addition to, the Subscription Credits the Customer receives with the package it has booked. There is no entitlement to the granting of Onboarding Credits at any time. No further Onboarding Credits are granted even where the Customer concludes a new contract following prior use.

iii. *Top-up Credits* can be purchased by Customers with a paid package in addition to Subscription Credits (and any Onboarding Credits granted) for a separate fee.

iv. *Gifted Credits* may be granted by fynk voluntarily and without the Customer having any legal entitlement to them.

2. Acquisition of AI Credits: Depending on the credit category, AI Credits are credited to the Customer by fynk at the following points in time:

   i. Subscription Credits are credited for the first time at the start of the contract term and, thereafter, for as long as the contractual relationship continues, at the end of each subsequent month; this applies irrespective of whether the contract term is one month or one year. Even in the case of a one-year contract term, Subscription Credits are therefore credited on a monthly basis.

      An illustrative example: If the contract begins on 10 March 2026, the Customer's monthly quantity of Subscription Credits is credited on 10 March 2026. The quantity for the following month is credited on 10 April 2026, the quantity for the month after that on 10 May 2026, and so on.

   ii. Onboarding Credits are credited once, at the start of the contract term, following the first conclusion of a paid contract.

   iii. The Customer may book additional Top-up Credits at any time during the contract term in order to increase its quantity of AI Credits. For this purpose, fynk offers certain packages for sale to the Customer, each comprising a fixed quantity of AI Credits (Credit Bundle S with 50 AI Credits, M with 500 AI Credits and L with 2,000 AI Credits). Top-up Credits are booked by placing an order via the Customer's account or the Website Offer, or by agreement reached with an fynk employee. In any case, the contract for the purchase of Top-up Credits is concluded upon confirmation by fynk. Additional Top-up Credits that are booked are added to the Customer's existing quantity of AI Credits. The booking of Top-up Credits is a one-off purchase and does not renew automatically. It becomes part of the existing contract without affecting its term or termination or renewal periods.

iv. Gifted Credits are credited upon being voluntarily granted by fynk.

3. Autorecharge (automatic top-up of Subscription Credits):

   i. fynk provides the Customer with the "Autorecharge" feature. Under this feature, when the Customer's available quantity of AI Credits is exhausted, an automatic, chargeable top-up with Top-up Credits ("Autorecharge") is triggered. This feature is activated upon the Customer's first purchase of Top-up Credits. It thereafter remains activated by default. The Customer may deactivate it in its user account. Where Autorecharge is activated, the Customer automatically purchases a Top-up Credit package of its choice as soon as its available quantity of AI Credits is exhausted. The Customer can make this selection in its user account. If the Customer makes no other selection, an automatic top-up is carried out in the amount of the "S" Credit Bundle, comprising 50 Credits. Each automatic top-up constitutes a purchase of Top-up Credits within the meaning of Section VI.(2)iii of these Terms ("AI Credits") and is carried out for the fee specified for this purpose in the Service Description or in the account. The Customer authorizes fynk to collect the fee payable for the respective top-up via the payment method on file. fynk shall confirm each top-up to the Customer.

   ii. The Customer may deactivate Autorecharge at any time with effect for the future in its account. Where the feature is deactivated, no automatic top-up takes place; if the Customer then has no AI Credits available, the provisions below on exceeding the quota apply, meaning that AI-Credit-based functionalities will only be available to the Customer again once its quantity of AI Credits has been replenished.

   iii. Top-up Credits purchased through Autorecharge are otherwise subject to the same provisions as Top-up Credits purchased without Autorecharge.

4. Expiry of AI Credits: AI Credits expire through consumption or through lapse:

   i. Consumption: AI Credits are used up through the use of the AI functionalities. What is decisive for credit consumption is the customer's use of an AI feature that is designated as subject to a credit charge.

   ii. Lapse: AI Credits lapse
   - upon termination of the contract: if the contract between fynk and the Customer ends — for whatever legal reason — AI Credits may be used or otherwise applied by the Customer up to the point in time the contract ends; they shall, however, in any case be deemed to have lapsed upon termination of the contract at the latest. There is no entitlement to payment, reimbursement or exchange;

- through the passage of time: AI Credits can be used up within certain periods of time. These periods vary depending on the credit category. If AI Credits are not used up by the Customer within the period applicable to the respective credit category, they lapse upon expiry of that period. There is no roll-over, i.e. no carrying forward of unused AI Credits into a subsequent period.

5. Unless a shorter period is specified in the offer or in the user interface, the following periods shall apply to lapse through the passage of time:

   i. Subscription Credits are available to the Customer for a period of one month from the time they are provided, irrespective of whether the contract term is one month or one year. Even in the case of a one-year contract term, a quantity of Subscription Credits credited to the Customer is therefore available for one month (calculated from the time of crediting);

   An illustrative example: The Customer is credited with 200 Subscription Credits on 10 March 2026. Within one month, i.e. by 10 April 2026, the Customer uses only 100 of these Credits. The remaining 100 Credits lapse when the new quantity of Subscription Credits is provided on 10 April 2026. As of 10 April 2026, the Customer once again has 200 Credits available.

   ii. Onboarding Credits are available to the Customer for one month from the date they are credited; this applies both to monthly and to annual billing;

   iii. Top-up Credits and Gifted Credits are available to the Customer for one year from the date they are credited.

   Upon expiry of these periods, unused AI Credits are deemed to have lapsed. A quantity of AI Credits credited to the Customer can therefore only be used within the periods stated, and not after their expiry.

6. Where the Customer holds AI Credits from different categories, the AI Credits whose validity ends soonest (i.e. those most at risk of lapsing) are always used first. Where the expiry date is the same, the AI Credits provided first are used first.

7. AI Credit consumption:
   What is generally decisive for the consumption of AI Credits is not the Customer's individual prompt or action, but rather the use of an AI functionality by the Customer that is designated as chargeable in the Service Description (in each case an "AI Action"). Whether, at what point in time, and to what extent an AI Action consumes AI Credits is determined exclusively by the Service Description. The Service Description states, for each AI Action,

whether AI Credits are consumed for it and, if so, how many AI Credits are consumed in each case. Insofar as an AI Action is stated in the Service Description as costing "0" AI Credits, no AI Credits are consumed for it.

Credit consumption is recorded by the system, whereby fynk's records in this respect shall be authoritative. Credits are deducted at the time the respective AI Action is completed. If an AI function initiated by the Customer is not completed (i.e. it is cancelled before the work result is delivered), no AI Credits are deducted for it. Credit consumption does not depend on whether the Customer considers the result to be accurate, complete, useful or satisfactory.

Which of fynk's functionalities may consume AI Credits, and the criteria according to which the respective credit consumption is measured (e.g. how many AI Credits are consumed for carrying out a particular AI Action), are set out in the Service Description. fynk is entitled to adjust these consumption criteria for objective reasons (in particular where the costs borne by fynk for the underlying AI models, inference capacity or integrated third-party tools change), with effect for the future. fynk will inform the Customer of any such adjustment to the AI Credit consumption criteria at least thirty (30) days before it takes effect. The adjustment shall take effect at the beginning of the first calendar month following the expiry of this period. It shall apply exclusively to the use of AI functionalities that are started from that point onward.

8. Exceeding the quota (overage):
   The Customer has a certain quantity of AI Credits available for the use of the AI functionalities. Where this quantity is nearly exhausted, the Customer will be notified by a warning banner upon reaching 85% and 100% of the quota. These notices are provided for informational purposes. Any failure to provide them does not give rise to any claims by the Customer and does not affect consumption or the legal consequences under this Section.

   Once 100% of the available quantity of AI Credits has been reached (i.e. full consumption), the use of AI-Credit-based functionalities (without the purchase of Top-up Credits) is no longer possible. However, a work step already begun by the Customer at that point in time will generally still be able to be completed up to the conclusion of the respective AI Action, although the Customer has no legal entitlement to this.

   The Customer has no entitlement to use the AI functionalities beyond the quantity of AI Credits available to it. If the Customer's available quantity of AI Credits is exhausted, the Customer may purchase Top-up Credits at any time in order to continue using the AI functionalities. Otherwise, the AI functional-

ities will not be available to the Customer until its quota is replenished, for example through the start of a new billing cycle.

9. AI Credits are available to the Customer's entire team. AI Credits allocated to an individual user flow into a shared, account-wide pool.
10. Changes to the contract or package made by the Customer affect AI Credits as follows:
    i. Where the Customer switches to a higher-value package (upgrade), the Customer is immediately provided with the full quantity of AI Credits under the new package, while any as-yet-unused quantity of AI Credits from the previous package is fully retained. AI Credits already consumed are deducted in accordance with the provisions set out in these Terms.
    ii. Where the Customer switches to a lower-value package (downgrade), the quantity of AI Credits already obtained by the Customer is retained until the end of the current period and thereafter lapses in accordance with the provisions set out in these Terms.
    iii. Where the Customer switches from monthly to annual billing, the monthly crediting cycle for Subscription Credits continues to apply; only the billing cycle changes.

VII. Rights to Data Processing, Data Backup, Processing

1. fynk complies with the statutory data protection regulations.
2. The Customer grants fynk the non-exclusive right, unlimited in time, to reproduce and otherwise process the Customer Data for the purpose of executing the contract. In order to provide certain AI functionalities, it may be necessary to transfer this data to third-party providers whose tools are integrated into the software. fynk is also entitled to store this data in a failure system or a separate failure data center in order to ensure the availability and continuity of the contractual services. Furthermore, fynk is entitled to make changes to the structure of the data or the data format to eliminate faults.
3. The Customer grants fynk the non-exclusive right, unlimited in time, to reproduce and otherwise process the Customer Data for the purpose of improving the user experience, providing feedback on AI functionalities, performing statistical evaluations of use and publishing anonymized industry statistics. fynk is also entitled to incorporate this data into other data collections and databases, to link it, to process it, in particular to make changes to the structure of the data or the data format, and/or to use it in any other way in the context of updating and further developing the software. Customer data may not be

passed on to third parties for these purposes or used to train AI models unless the data has been anonymized beforehand.

4. The Customer grants fynk the right to name the Customer as a reference customer using its company logo within the scope of fynk's commercial activities. Consent may be revoked at any time. The revocation must be made in writing. Should it not be possible to reverse any publications already made for technical and/or practical reasons (e.g. publication already made in print media etc.) after receipt of the revocation declaration, no claims of the Customer can be derived from this.
5. fynk sends newsletters to existing customers at irregular intervals. In addition to information about the product and how it can be used better, these newsletters will also contain information about new products and changes. Occasionally, new partners, industry information and other news will also be presented. If the Customer does not wish to receive this fynk newsletter at all or no longer wishes to receive it, the customer must inform fynk accordingly.
6. fynk is constantly developing its product. When introducing new components, in some cases fynk uses its business model and the behavior of its customers to analyze for whom product innovations are particularly beneficial and targets these customers accordingly.
7. If and to the extent that the customer processes or has personal data processed on IT systems for which fynk is technically responsible, it must inform its users accordingly. fynk provides all information on the collection, processing and storage of personal data by its systems in the data protection declaration: https://fynk.com/de/datenschutzerklaerung/.
8. If fynk acts for the Customer as a processor within the meaning of Art. 28 GDPR, the provisions on commissioned data processing of fynk shall apply: https://fynk.com/en/legal/dpa/. The provisions shall apply, in deviation from section 14 (1) of the provisions on commissioned data processing, without these being signed separately by both parties, solely through the conclusion of a contract in accordance with Section I. "Preamble" or Section III. "Technical registration, conclusion of the contract" of these contractual conditions.
9. In particular, but not exclusively, in connection with the use of the AI functionalities, the Customer is solely responsible for ensuring that its input into fynk does not violate any confidentiality or non-disclosure obligations binding upon it, including attorney-client confidentiality obligations and comparable statutory requirements. fynk shall not be liable for any breach of such obligations.

VIII. Remuneration

1. The remuneration of fynk consists of a monthly or annual basic fee. In the case of the Offer Letter, the basic fees agreed there shall apply; otherwise the basic fees set out in the Service Description shall apply (see Section IV . “Type and Scope of Service”). In the case of the Website Offer, the basic fees listed there apply for the selected package.
2. Any agreed test phase ends automatically after 14 days; there is no automatic extension of this test phase. However, it is also possible to switch to a paid package before the 14 days have expired. If the test phase expires without a change (to a paid package), the customer’s test account will then be converted into a Free Account with a very limited range of functions. However, there is no entitlement to this; in particular, fynk is entitled to deactivate and delete the account in accordance with Section VIII.5. The use of a Free Account is not based on a contractual relationship. When using the Free Account, the customer acknowledges that no properties are deemed to be guaranteed or agreed and that liability for any properties usually assumed is excluded in full. The general exclusion of liability for the Free Account is supplemented mutatis mutandis by the limitations of liability in Section IX “Liability”. A contract is only concluded if a paid package is booked.
3. Additional fees may be incurred for third-party services used by the Customer, which may be billed directly by the respective provider. This may, for example, relate to fees for online payment services or tools that are integrated into the software.
4. Remuneration for AI Credits: The quantity of Subscription Credits included in the respective package booked by the Customer is covered by the basic fee; no separate charge applies for this. The purchase of additional Top-up Credits is subject to a separate fee (one-off charge). The price specified for the respective Top-up package at the time of ordering in the offer, on the website or in the Service Description shall apply. The purchase is a one-off purchase. Price changes only affect future purchases. The fee for Top-up Credits becomes due for payment upon confirmation of the purchase by fynk and is billed in accordance with the payment terms agreed for the contract. Gifted Credits are granted free of charge. No refund is given for AI Credits that are not used, or not used in full.

IX. Contract Term & Extension, Termination and Price Adjustment

1. Term and extension: Contracts can generally be concluded for a term of one month or one year.

a) Contracts with a term of one month are extended by one month at the end of each month (the same day on which the contract is concluded is one month later; if this day does not exist in the following month, the contract is extended one day later; for example, contract conclusion on October 31, then extension on December 1

b) Contracts with a term of one year are extended by one year at the end of each year (the same day on which the contract was concluded one year later).

2. Termination of the contract: Contracts can be terminated by either party by means of a declaration of termination.

   a) For contracts with a term of one month, notice of termination must be given 14 days before the end of the month.

   b) For contracts with a term of one year, notice of termination must be given 3 months before the end of the year.

   The right of both parties to extraordinary termination, including termination without notice, for good cause shall remain unaffected. fynk shall be entitled to terminate for good cause in particular if: (i) the use of the services by the Customer violates the law and/or the rights of third parties; or (ii) the Customer violates other essential contractual provisions (e.g. default of payment).

3. Form of the notice of termination: The notice of termination must always be made in writing. If such function is provided, the termination can also be carried out via the Customer's account in fynk.

4. In the event of termination, the Customer may, within a period of three months after expiry of the term, export its contracts imported and created in fynk as well as other files, metadata and other data that have been fed or imported by the Customer into the software and/or that have been generated by using the software, in an electronic and machine-readable format itself.

5. In the event of termination, fynk shall be entitled to deactivate the Customer's account and profile, the Customer's users and the Customer's fynk access after expiry of the period defined in paragraph 4. Existing files and data in fynk shall also be deleted as a result.

6. If, as a result of the termination of the contract (regardless of the legal grounds for termination), the user continues to use the software free of charge, the *terms and conditions of fynk GmbH for the free use of fynk* in their latest version, available at https://fynk.com/en/legal/terms/terms-free/, shall be deemed to have been concluded.

7. In the event of a contract extension, the price that is displayed for the respective package on the Website Offer at the time of the extension shall apply, subject to the announcement stipulated in the next paragraph. There is no entitlement to an extension of any previously granted quantity or other discount simply because the contract is automatically extended.
8. fynk reserves the right to change list prices and the resulting fee with effect from the next renewal period. In the case of a monthly contract, fynk shall inform the Customer of a price increase by e-mail 14 days before the renewal date. In this case, the Customer may object to the price increase and terminate the contract - without notice - by the renewal date. In the case of an annual contract, fynk shall inform the customer of a price increase by e-mail at least 3 months before the renewal date. In this case, the Customer may object to the price increase and terminate the contract - with one month's notice - by the renewal date. The discontinuation of discounts granted at the time of contract renewal does not constitute a price increase and does not grant a special right of termination.
9. The Customer may switch from a previously selected package to a more powerful and more expensive package (e.g. upgrade from Essential to Growth) at any time. User accounts can also be added to the extent permitted by the respective package (see point 1 "Packages" of the service description). In these cases, the contract shall only change to the effect that a different remuneration is owed by the Customer and fynk activates the functions inherent in the package or the additional user accounts for use. All other Terms and Conditions of the contract (in particular the Term, Termination and Extension Periods) shall remain unchanged. Switching to the Pro package requires an individual agreement.
10. If individual features are booked in addition to a package, the respective rules for monthly or annual contracts apply accordingly, particularly with regard to termination and renewal.

X. Liability

1. fynk shall be liable without limitation for personal injury, under the Product Liability Act (Produkthaftungsgesetz - PHG) and for damage caused by intentional or grossly negligent acts.
2. fynk shall be liable for damages resulting from slightly negligent breaches of essential contractual obligations, but limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Essential contractual obligations are those obligations whose fulfillment is essential for

the proper execution of the contract and on whose compliance the Customer may regularly rely.

3. fynk shall not be liable for slightly negligent breach of insignificant contractual obligations.
4. fynk assumes no liability for consequential damages (in particular for loss of profit and loss of content, data and programs), indirect and consequential damages as well as for pure financial losses of any kind.
5. The above limitations of liability shall also apply to breaches of duty by fynk's legal representatives, employees or vicarious agents.
6. The provider's maximum liability under this contract is limited per calendar year (regardless of whether the contract commences during the year) to three times the total remuneration that the Customer owes or would owe.
7. Also for damages resulting from the use of AI functionalities, fynk shall be liable - regardless of the legal basis - exclusively in accordance with paragraphs 1 to 6, 8 and 9 and taking into account the following provisions:

   fynk is not liable for damages resulting from the use of AI-based functions and AI functionalities, in particular those with machine learning components, if such damages could not be ruled out according to the state of the art. Liability is also excluded for damages resulting from incorrect outputs or incomplete results due to technical, data-based or other systemic limitations. The customer is therefore obliged to check the outputs and results independently and to provide suitable backup mechanisms for critical applications.
8. fynk selects the third-party providers (these are never vicarious agents) and their tools (e.g. ChatGPT), which are integrated into the software, with due care. Only suitable third-party providers are used and tools are integrated into the software that correspond to the state of the art. However, fynk assumes neither warranty nor liability for the availability, functionality or error-free performance of tools or services provided by third-party providers and integrated into the software. fynk also assumes no liability going beyond the provisions set out in these Terms and Conditions for damage, loss of data or other disadvantages resulting from the integration of these tools into the software or from interaction with the systems of third-party providers. In particular, the limitations of liability set out in paragraphs 1 to 7 above shall apply. Furthermore, fynk assumes no warranty or liability for the legality of the AI models developed and provided by third-party providers or the data used to train them. If it turns out that the training data used or the AI models based on it are unlawful or violate applicable laws, third-party rights or data protection regulations, the responsibility lies exclusively with the respective third-party

provider. The Customer is obliged to inform himself about the terms of use and data protection guidelines of the respective third-party provider. The use of AI functionalities enabled by third-party tools is at the customer's own risk. Furthermore, the Customer may not assume that any contractual relationships between fynk and third-party providers are contracts with protective effect in favor of third parties.

9. If the Customer recognizes or should reasonably recognize that the result of an AI functionality is incorrect or incomplete, he is obliged to cancel or repeat the process and to report the description of the defectiveness or incompleteness as precisely as possible by e-mail tosupport@fynk.com. If the Customer does not cancel the process despite repeated errors orincompleteness, he is responsible for any adverse consequences in his sphere or towards third parties.
10. fynk assumes no responsibility for the content, data and/or information provided by the Customer, nor for content on linked external websites. In particular, fynk does not guarantee that this content is correct, suitable for a specific purpose or actually usable for such a purpose.
11. The Customer shall indemnify fynk against all claims, including claims for reimbursement of expenses and damages, which other users of fynk or other third parties, including authorities, assert against fynk due to an infringement of rights for which the Customer is responsible in connection with the use of the software or due to an infringement of their rights by the content, data and/or information provided by the Customer on fynk. The Customer shall also be obliged to reimburse all costs; this shall also include the costs of an appropriate legal defense. All further rights and claims for damages by fynk shall remain unaffected.

XI. Confidentiality

1. The Parties are obliged to treat as confidential all documents, knowledge, experience, data and information on products, services, technology and know-how of the other party that become known or become known to them in connection with this contract, which are marked as confidential or whose worthiness of protection is recognizable to a diligent third party due to the nature of the information, its content or the circumstances of its disclosure (hereinafter: "Confidential Information"), not to pass it on to third parties, record it or exploit it in any other way . This applies in particular to information that is the subject of the mutually granted rights of use, including customer data. If the statutory protection of business secrets does not apply to Confidential Information, the contractual confidentiality obligations remain unaffected.

2. The Customer is aware that the information about the AI functionalities of the software, in particular the AI models used, their (self-)optimization as well as the course and results of the training phases of these AI models, have not yet been known or readily accessible either in their entirety or in their details, are therefore of economic value to fynk and are protected by appropriate confidentiality measures on its part.
3. The confidentiality obligation does not apply to Confidential Information within the meaning of this provision if and to the extent that
   a) the other party was already aware of this beforehand without the information being subject to a confidentiality obligation,
   b) these are generally known or become known without breach of the confidentiality obligations assumed,
   c) disclosed to the other party by a third party without breach of a confidentiality obligation,
   d) the other party has expressly consented in writing to the disclosure or use, or
   e) they must be disclosed by law, court order or administrative decision, provided that the other party is informed of this requirement without delay, the scope of disclosure is limited to what is necessary and there is no possibility of appeal.
4. fynk will use confidential information exclusively for the purposes permitted under these contractual terms and conditions (see section VI. “Rights to data processing, data backup, order processing”). In order to provide certain functions and AI functionalities, it may be necessary to transmit confidential information to third-party providers whose tools are integrated into the software. fynk undertakes to oblige its employees and all other persons who gain access to Confidential Information within the scope of this contract and its execution to maintain confidentiality in an appropriate manner.
5. The Parties shall be bound by the Confidentiality Obligations after the end of this agreement for a period of 5 years.

XII. Final provisions

1. fynk may communicate with the Customer electronically in various ways (e.g. via e-mail, in-app or Website push messages or other communication on fynk’s Website). For contractual purposes, the Customer agrees that all consents, publications, notifications or other communications that fynk communicates to the Customer electronically do not require the written form, unless this is

contrary to mandatory statutory provisions. The Customer may communicate for contractual purposes via written form or via other means provided by fynk for the specific purpose provided therein. If the Customer uses these other means of communication for this specific purpose, it shall comply with the formal requirements.

2. fynk shall be entitled to adapt/amend these contractual Terms and Conditions. The Customer shall be informed of insignificant adjustments/changes in a suitable manner in good time before they come into force. If the Customer does not object to these insignificant adjustments/amendments within four weeks of receipt of the notification, they shall be deemed accepted. fynk shall inform the Customer separately in the notification of amendment of the right of objection and the significance of the four-week period. Significant changes/ adjustments to these contractual terms and conditions, in particular those affecting the main contractual performance obligations, shall require the express consent of the Customer. fynk shall inform the Customer in good time before the planned entry into force of the significant changes/adjustments and the changes/adjustments shall only become effective if the Customer expressly agrees to them. If a change/amendment (material or immaterial) proves to be invalid, void or for any reason unenforceable, this shall not affect the validity and enforceability of the remaining changes/amendments or conditions.
3. If the Customer as the recipient of the service has its registered office outside Austria, the Customer must provide its VAT identification number immediately after conclusion of the contract. By reversing the tax liability, the Customer is the debtor of the VAT (reverse charge procedure) and must settle the service itself in terms of VAT using the reverse charge procedure.
4. Austrian law shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.
5. The place of jurisdiction for all legal disputes arising from the contractual relationship between fynk and the Customer shall be Vienna. fynk shall also have the right to take recourse to the court with subject-matter jurisdiction at the Customer’s registered office to decide on disputes.
6. The contractual language is German. If contractual provisions or parts thereof are also drawn up in another language, the German-language version shall apply in the event of ambiguities or deviations.
7. Should any provision of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a new, valid provision

that comes as close as possible to the meaning and purpose of the invalid provision. The same applies to loopholes in these Terms and Conditions.

Attachments

- Service Description: https://fynk.com/en/legal/service-description/
- Contract for Commissioned Data Processing (DPA): https://fynk.com/en/legal/dpa/