

# General Terms and Conditions of pdfy.ai

These General Terms and Conditions (“GTC” or “Terms”) of Ehlers Moisch AI Data GbR (“Provider”), Bauerbergweg 14, 22111 Hamburg, [contact@pdfy.ai](mailto:contact@pdfy.ai), serve as legal basis for the usage of pdfy.ai (“Application”, “pdfy” or “pdfy.ai”). It is required to agree to the ToS before using the application of the provider. It is also required to agree to the Privacy Policy found at <https://pdfy.ai>.

## Disclaimer

Please note that the provider shares some data of requests to the application with third parties such as Microsoft Corporation and OpenAI. These third parties are mainly used for their offerings in artificial intelligence. Some or all of your data can be stored on servers of these third parties. Never submit personal data, private information or sensitive details in the application.

## General Consent

As a user of the application of the provider, I agree to the processing of data I enter into the application, including personal data, private information or sensitive data (“any data”).

1. I consent to the transmission of any data that is collected of me by the provider withing the scope of the user relationship with the provider to the following third parties:
  - a. Microsoft Corporation
  - b. OpenAI
2. I acknowledge that the transmission is done with the sole purpose of providing features of the application.
3. I can revoke this consent at any time with immediate effect for the future by notifying the provider in written form via email at [contact@pdfy.ai](mailto:contact@pdfy.ai). I acknowledge that this will result in loss of access to the application provided by the provider.

## Repeated Consent on Upload

I consent to the entire content of files that I explicitly upload to the application in the context of the user relationship with the provider to be:

1. Transmitted to the following third parties:
  - a. Microsoft Corporation
  - b. OpenAI
2. Stored on the following third party servers:
  - a. Supabase

Again I acknowledge that this is done with the sole purpose of providing the features of the application provided by the provider.

# Terms and Conditions

General Terms and Conditions of pdfy.ai between

Ehlers Moisch AI Data GbR, Bauerbwegweg 14, 22111 – “Provider”

and

the user as specified in § 2 of this document – “User”.

## § 1 Scope and Definitions

For the business relationship between the user and the provider of the application these only these terms in their version valid at the time of the order apply. Deviating terms of any kind are not recognized and are invalid.

## § 2 Conclusion of Contract

- (1) Users can sign up on the applications web interface by providing an email and a password combination (“Access Data”) or using a third party OAuth provider. By explicitly pressing on the button to sign up, the user submits a binding request to order the selected service. Since the request can only be submitted after a checkbox is ticked that indicates that the user agrees to these terms, the Privacy Policy and the Cookie Policy every request explicitly incorporates the agreement of the user.
- (2) In an email, but no later than with access to the authenticated space of application, the provider accepts the user’s request.
- (3) To use the applications of the provider, users must have reached the legal age of 13. Users who have not reached the legal age of 18 require the permission of their legal representatives to use the application.

## § 3 Features and Usage of the Application

- (1) The application offered by the provider, offers multiple features around processing of files, websites and YouTube videos (“documents”). For this purpose the user can upload documents.
- (2) Features around processing of documents include:
  - a. Providing an AI based chat interface with access to the document’s content
  - b. Providing an AI based summarization for a document
  - c. Providing an AI based mindmap for a document
  - d. Creation of an AI based quiz based on a document
  - e. Creation of AI based flashcards of a document
- (3) The provider assumes no liability for the accuracy of the output of the features, as the provider has no influence on the processing results of the AI.
- (4) The application can only be accessed by the user via internet-enabled devices and web browsers that comply with current technical standards. The user is responsible for meeting these requirements and technical standards.
- (5) Access to the application is provided 24 hours of every day of the business year. Exceptions are times where parts of the application or the whole application is not available due to technical and other non-technical reasons not attributable to the

provider, or maintenance work of the application by the provider. The provider informs the user, usually 48 hours in advance, about upcoming scheduled maintenance and possible down times.

- (6) The provider continuously updates and develops the application over time. The provider may make changes and additions to the application at any time without the prior consent of the users. The provider can terminate the use of the application by blocking access, temporarily suspending it, or restricting it in parts. There is no entitlement to access and availability of the application for the user.
- (7) The provider makes the use of the application available to the user solely for their own purposes. The user may not resell, broker, or otherwise transfer the services and information obtained through the application to any third parties.
- (8) The user may only use the application in a legal and contractual manner. Prohibited is the misuse of data and information, such as the abusive entry of third party data or the entry of data for third parties. Additionally, any knowingly false use of information is prohibited.
- (9) All rights to the content of the application are exclusively owned by the provider. The user grants the provider a free, worldwide, non-exclusive, transferable, sublicensable, and limited right for the duration of the use of the application to use the data and information transferred by the user for the contractual purposes.
- (10) The provider provides the application solely for use in accordance with these terms of use. Any form of automated usage is prohibited. This includes automated sign in, sign up and automated usage of any offered features. Only the official web interface provided by the provider may be used to connect to the application. The user may not create, support, host, link, or provide any other means to allow unauthorized use of the application by third parties.
- (11) The user is not entitled to use any tools, devices, or software in connection with the application that could disrupt the functions of the application. The user may not take any actions that could lead to an inappropriate or excessive load on the technical capacities of the application and the provider.
- (12) The user will ensure not to violate any legal provisions or rights of third parties by using the application of the provider. The user assures not to provide illegal or immoral content in connection with the use of the application. This includes, in particular, all user content (including the display name) that is false, misleading, offensive, racist, sexist, pornographic, or likely to damage the reputation of the provider.
- (13) The user agrees not to upload files containing personal data to the application of the provider.
- (14) The user is not allowed to distribute commercial advertising for products or programs of third parties, send unsolicited mass emails, and unwanted advertising related to the application of the provider.
- (15) The provider is entitled to delete content that violates these usage regulations or legal requirements. There is no entitlement to the restoration of deleted content.

## § 4 Subscriptions , Prices and Payments

- (1) The provider makes the use of the application available to the user based on the offered subscription plans. The duration, scope of functions, and prices correspond

to the conditions announced at the conclusion of the contract. All prices stated on the provider's application include the respective applicable statutory value-added tax.

- (2) The minimum term for a monthly subscription is one month with automatic renewal for one additional month. The minimum term for a half yearly subscription is six months with an automatic renewal for an additional six months. The minimum term for an annual subscription is twelve months with automatic renewal for an additional twelve months. The selected subscription runs automatically until terminated by the user.
- (3) The provider is entitled to change the prices of the subscriptions from time to time and at its reasonable discretion to reflect the effects of changes in the overall costs or expanded scope of features associated with the usage of the application. All price changes apply no earlier than at the beginning of the next extension of the subscription that can still be terminated by the user according to § 5 (1) of these terms. The user is always notified about upcoming price changes.
- (4) The non-usage-related fees are to be paid by the user at the beginning of each contract term. The user authorizes the provider to collect all fees incurred in the course of the contractual relationship by credit card from the payment method communicated and regularly updated by the user in the payment provider settings that can be accessed through the applications user profile page.
- (5) Invoices are sent exclusively electronically by email.
- (6) If the due usage fee cannot be paid within 30 days of the due date with the payment method selected by the user (e.g., credit card), the user is in default, and access to the user account is automatically blocked. The temporary blocking of the user account does not affect the user's obligation to pay. Once the user settles the outstanding amount, the provider will immediately unblock the user account. The user may also default without a reminder, and the provider is entitled to claim default interest in accordance with statutory provisions in this case. If the provider can prove a higher default damage, the provider is entitled to claim the actual default damage.
- (7) The provider is entitled to demand reimbursement from the user for chargebacks as a result of unauthorized credit card payments incurred by the provider for payment provider processing fees.

## § 5 Termination

- (1) The user has the option to cancel the contract of the subscription or individual additional services in the user profile of the application. The termination can be made up to the last day of the term of the respective subscription. Without termination, the respective subscriptions are automatically extended by another term period as mentioned in § 4 (2). The term period corresponds to the term option selected by the user (usually monthly, half yearly or annually).
- (2) The right to terminate the concluded contract for good cause remains unaffected when the legal requirements are met. The provider is particularly entitled to terminate without notice if due payments are not made or the contractual provisions on the use of the application are violated and the violation is not remedied by the user within a reasonable time despite a request by the provider.

- (3) Until the end of the contract term, the user has the opportunity to use the application without restrictions in terms of their selected subscription. The stored data will be kept after the end of the contract term and can still be accessed by the user.

## § 6 Provision of Storage Space

- (1) The provider provides the user with storage space for the storage of the provided and processed content within the intended use of the application.
- (2) The user is not authorized to partially or completely provide the storage space provided by the provider to third parties, either for a fee or free of charge.
- (3) The user assures not to store any content on the storage space, the storage, provision, publication, or use of which violates applicable law, third-party rights, official regulations, or agreements with third parties in the context of the intended use of the application. The provider is entitled to block the user's access to the application if there is a well-founded suspicion that the stored data is unlawful and/or violates the rights of third parties. The provider will inform the user of the blocking and the reason for it in an appropriate form. The provider will lift the block as soon as the suspicion is refuted.

## § 7 Data Protection

- (1) The regulations for the processing of the user's personal data and uploaded files can be found in a separate document on the applications web interface. See the following url <https://www.pdfy.ai/legal/privacy.pdf>.

## § 8 Liability

- (1) Claims for damages by the user are excluded. This exclusion does not apply to claims for damages by the user resulting from the breach of life, body, health, or essential contractual obligations (cardinal obligations) as well as liability for other damages resulting from intentional or grossly negligent breaches of duty by the provider, its legal representatives, or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract.
- (2) In the event of a breach of essential contractual obligations, the provider is only liable for the typical, foreseeable damage if this was caused by simple negligence, unless it concerns claims for damages by the user arising from a violation of life, body, or health.
- (3) The limitations of § 1 and § 2 also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.
- (4) The liability limitations resulting from paragraphs § 1 and § 2 do not apply insofar as the provider has fraudulently concealed the defect.

## § 9 Amendments of these terms

- (1) The provider reserves the right to change or supplement these terms at any time with effect for the future ("change"). Each change will be notified to the user on the application or by email with the day of effectiveness.
- (2) The user is entitled to object to any change to these terms within two weeks of receiving the notification. In the event of an objection, each party is entitled to

terminate the contract. The termination takes effect on the day the change that gave rise to the objection becomes effective.

## § 10 Final provisions

- (1) The laws of the Federal Republic of Germany apply to contracts between the provider and the user, excluding the UN Sales Convention. The legal provisions for the restriction of the choice of law and the applicability of mandatory provisions, in particular those of the state in which the user has his habitual residence as a consumer, remain unaffected.
- (2) If the user is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the user and the provider is the registered office of the provider.
- (3) Even with the legal ineffectiveness of individual points, the contract remains binding in its other parts. In place of ineffective points, if available, the statutory provisions apply. If this would represent an unreasonable hardship for one contractual party, the contract becomes ineffective as a whole.

## § 11 Right of Revocation for Consumers

- (1) Revocation Instruction: You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract. To exercise your right of revocation, you must inform us at Ehlers Moish AI Data GbR, Bauerbergweg 14, 22111 Hamburg, [contact@pdfy.ai](mailto:contact@pdfy.ai) by means of a clear statement (e.g., a letter sent by post, fax, or email) about your decision to revoke this contract. To meet the revocation deadline, it is sufficient for you to send the notice of the exercise of the right of revocation before the expiry of the revocation period.
- (2) Consequences of Revocation: If you revoke this contract, we must refund you all payments we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged fees for this repayment. If you have requested that the services should commence during the revocation period, you are obligated to pay us a reasonable amount corresponding to the proportion of services already provided up to the point in time when you inform us of the exercise of the right of revocation concerning this contract, in relation to the total scope of services stipulated in the contract.