

Terms and Conditions (SaaS)

1. Scope of the Application

These Terms and Conditions ("Terms") govern the use of the Software-as-a-Service (SaaS) platform operated by ALLMO Digital Solutions UG (haftungsbeschränkt) ("Provider") under <https://app.allmo.ai>, including any APIs, Model Context Protocol (MCP) interfaces, integrations, or other programmatic interfaces made available by the Provider as part of the Service.

By registering for or using the platform, the customer ("Customer") agrees to be bound by these Terms.

The Terms and Conditions also apply to changes to the Service made by the Provider during the term of the SaaS Contract, such as patches, updates, upgrades or other changes to the Service (collectively, "Updates").

2. Purpose of the Service

(1) ALLMO.ai is a SaaS platform that enables businesses to analyze, monitor, and improve their visibility within AI-generated content — particularly in the context of large language models (LLMs). The platform is designed to help marketing teams, SEO professionals, business owners, and AI strategists measure their Share of Voice across generative AI outputs and gain actionable insights to optimize brand presence.

(2) The Service is intended solely for informational and strategic purposes. It does not guarantee any specific outcomes, improvements in visibility, or business performance. Recommendations and insights are based on available data and models, and results may vary depending on external factors beyond the Provider's control.

(3) The platform may integrate with third-party APIs and services to deliver its functionality.

(4) Specific features may evolve over time. The Provider may modify, replace, add, or discontinue individual features from time to time. Material reductions to the core functionality of a paid subscription plan will generally take effect only from the next renewal period.

3. Account Registration and Conclusion of Contract

(1) A binding contract is concluded when the Customer completes the registration process and accepts these Terms of Service.

(2) The Provider reserves the right to reject registration requests at its own discretion, particularly in cases of suspected misuse, non-business use, or technical constraints.

(3) The Provider may revoke or restrict the Customer's access to the platform at any time, including without specific justification. In particular, the Provider may suspend or limit access with immediate effect in the following cases:

- (a) Non-payment or delayed payment of applicable fees;
- (b) Reasonable suspicion of misuse, security breach, or violation of these Terms;
- (c) Legal obligations or third-party claims requiring suspension of service.

(4) Where possible and reasonable, the Provider will notify the Customer in advance of a planned suspension and give the Customer an opportunity to remedy the issue, unless an immediate restriction is required to protect the integrity or security of the platform.

(5) In cases where access is revoked without a material breach by the Customer, the Customer will be entitled to a pro rata refund of any unused, pre-paid credits.

(6) The Customer confirms that they are acting in a business capacity.

4. Service Availability and Support

(1) The Provider strives to ensure that the platform is accessible and functional in a stable and reliable manner. However, the Provider does not guarantee that the Service will be entirely uninterrupted or free from errors.

(2) The Provider will use commercially reasonable efforts to resolve any material service disruptions or issues in a timely manner and to minimize adverse impact on users.

(3) Temporary unavailability due to maintenance work, updates, or factors beyond the Provider's control (e.g., outages at third-party providers or force majeure) may occur and shall not constitute grounds for warranty claims.

(4) Support is provided via email and webchat during business hours (9:00–18:00 CEST). Where helpful, the Provider may also make meetings or support calls available at its discretion to assist with onboarding, questions, or specific support needs.

(5) In the event of a not merely insignificant interruption of the agreed availability, the Customer will immediately inform ALLMO in text or written form.

(6) The Provider does not assume any guarantee with respect to the Service. Analyses, insights, recommendations and other results provided through the Service depend on third-party AI models and external data sources (see § 12) and are provided for informational purposes only. The Provider does not warrant that such results are accurate, complete or current, or that their use will lead to any particular outcome. The Provider's strict (no-fault) liability for defects already existing at the time the contract is concluded (§ 536a(1), first alternative, BGB) is excluded. Claims for damages are governed exclusively by § 9.

(6) The platform and all information and results provided through the Service are offered on an “as is” and “as available” basis without any warranties of any kind. The Provider expressly disclaims all warranties - express, implied, or statutory - including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, availability, uninterrupted use, compliance with applicable law, or that all errors will be corrected.

5. Customer Obligations

(1) The Customer must ensure that its users comply with applicable laws and these Terms.

(2) Login credentials, access tokens, API credentials, authorization tokens, and other authentication information must be kept confidential and protected against unauthorized access. The Customer is responsible for managing which users and third-party services are authorized to access its account and for revoking access when it is no longer required. The Customer is responsible for activities performed using credentials or integrations authorized through its account, unless such activities result from circumstances attributable to the Provider. The Customer shall notify the Provider without undue delay of any suspected compromise of credentials or access tokens. The Provider may revoke access tokens where it reasonably suspects compromise.

(3) The Customer may not use the platform in any manner that is unlawful, abusive, or inconsistent with its intended purpose. In particular, the Customer agrees not to:

- (a) upload, transmit, or store content that is unlawful, harmful, defamatory, infringing, or discriminatory;
- (b) violate any applicable laws or third-party rights, including intellectual property, privacy, or data protection rights;
- (c) engage in any activity that could disrupt, disable, interfere with, or harm the platform or its infrastructure, including through malware, automated requests exceeding the rate limits or usage restrictions communicated by the Provider, or automated access outside the APIs, MCP interfaces, or other programmatic interfaces expressly made available by the Provider;
- (d) reverse-engineer, decompile, disassemble, or attempt to derive the source code of the platform or any part thereof;
- (e) perform security testing (e.g. vulnerability scanning, penetration testing) without prior written consent from the Provider;
- (f) use the platform to send spam or other unsolicited messages;
- (g) scrape, crawl, or systematically extract data from the platform or other users without permission;
- (h) misrepresent affiliation or impersonate any other person or entity.

(4) The Customer is responsible for all content and data submitted to the platform, including ensuring it is accurate, legally compliant, and free of third-party rights.

6. Fees and Payment Terms

(1) Access to the platform is subject to payment based on the selected subscription plan. Fees are billed either monthly or annually in advance, depending on the Customer's selection during checkout.

(2) Payments are processed via the third-party payment provider **Stripe**. The Customer agrees to Stripe's applicable terms and conditions when completing a purchase.

(3) In addition to standard subscription usage, the Customer may purchase **additional usage credits** at any time through the platform.

(4) All credits — whether included in the subscription plan or purchased separately — must be used by the end of the current billing month, or at the latest within one full additional monthly billing cycle. Any unused credits will automatically expire after this period and are non-refundable.

Example 1: Credits purchased on 12 June 2025 will expire by 12 August 2025 (i.e., within two months from the purchase date).

(5) All prices are net amounts and may be subject to applicable VAT or other taxes, depending on the Customer's billing location.

7. Rights of Use

(1) The Provider grants the Customer a non-exclusive, non-transferable right to use the platform during the term of the agreement for internal business purposes and in the context of providing services to third parties, including clients.

(2) The Customer may use the platform to manage, analyze, and optimize data on behalf of its clients and may also grant clients access to the platform (e.g. through shared access or sub-accounts), provided that:

- Such use is governed and controlled by the Customer; and
- The Customer ensures compliance with these Terms by all parties accessing the platform under their account.

(3) Resale, sublicensing, or white-labeling of the platform itself — including its software interface, infrastructure, or branded environment — as a standalone service is not permitted without prior written consent from the Provider. However, the data, insights, and results generated through the platform (e.g. analytics, reports, visualizations) may be freely used, repurposed, or resold by the Customer as part of their own service offerings or deliverables.

(4) Any attempt to copy, modify, reverse-engineer, or decompile the platform or its components is, in particular, strictly prohibited.

(5) Where the Provider makes APIs, MCP interfaces, or other programmatic interfaces available, the Customer may access and use the Service through compatible third-party applications in accordance with these Terms and any technical or usage restrictions communicated by the Provider. The Provider may apply reasonable authentication requirements, access scopes, rate limits, or other technical restrictions necessary to protect the security, stability, and integrity of the Service.

(6) The availability and functionality of integrations with third-party applications may depend on systems and interfaces operated by third parties. The Provider does not guarantee the continuous availability, compatibility, or functionality of any particular Connected Third-Party Service (as defined in § 12(6)). This does not affect the Provider's obligations regarding the operation of its own Service.

8. Term and Termination

(1) The contract term is based on the selected subscription plan (monthly or annual) and renews automatically for the same term unless properly cancelled.

(2) The Customer may cancel:

- Monthly subscriptions at any time before the end of the current billing period to avoid renewal.
- Annual subscriptions with at least 30 days' notice prior to the renewal date.

(3) Cancellations must be submitted through the platform or in writing (e.g., via email).

(4) The right to terminate for cause remains unaffected.

9. Liability

(1) The Provider is liable without limitation for damages resulting from intent or gross negligence, as well as for damages resulting from injury to life, body, or health.

(2) In cases of simple negligence, the Provider is only liable for breaches of essential contractual obligations. In such cases, liability is limited to typical and foreseeable damages.

(3) Except in cases of intent, gross negligence, or injury to life, body, or health, the Provider's total liability — regardless of legal basis — is limited to the amount of fees paid by the Customer under this contract in the twelve (12) months preceding the event giving rise to the claim.

(4) The Provider is not liable for indirect damages, lost profits, or loss of data unless caused intentionally.

(5) Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

10. Data Protection

(1) The Provider processes personal data in compliance with applicable data protection laws, including the EU General Data Protection Regulation (GDPR).

(2) A Data Processing Agreement (DPA) will be made available if the Customer submits personal data to be processed on their behalf (Art. 28 GDPR). The Data Processing Agreement (DPA) is available upon request and can also be accessed at any time via the subscription settings within the platform (<https://app.allmo.ai/settings/billing>).

(3) For more details, see the Provider's Privacy Policy.

(4) Where the Customer instructs the Provider through the Service to transmit personal data to a Connected Third-Party Service selected or authorized by the Customer, such instruction constitutes an instruction by the Customer regarding the relevant processing. The Customer is responsible for ensuring that its use of the Connected Third-Party Service and its instruction to transmit personal data to that service comply with applicable data protection requirements. Where the Provider processes personal data on behalf of the Customer as a processor within the meaning of Article 28 GDPR, further details are governed by the applicable Data Processing Agreement.

11. Customer Indemnity

(1) The Customer agrees to defend, indemnify, and hold harmless the Provider, its affiliates, officers, employees, and agents from and against any claims, damages, liabilities, losses, costs, or expenses (including reasonable legal fees) arising out of or in connection with:

- (a) any content, data, or materials uploaded or submitted by the Customer to the platform;
- (b) any use of the platform by the Customer or its users that violates applicable law or these Terms;
- (c) any infringement of third-party rights, including intellectual property or privacy rights, resulting from the Customer's use of the platform.

(2) The Provider shall promptly notify the Customer of any such claim and provide reasonable cooperation, at the Customer's expense, in defending or settling the claim. The Provider reserves the right to assume exclusive defense and control of any matter subject to indemnification.

(3) This clause shall survive termination of the contract.

12. Use of External Services and Third-Party Providers

(1) The platform integrates with external third-party services, including LLM model providers, to deliver core features like visibility analysis and content benchmarking. These services are accessed via APIs and are governed by their respective terms and operational frameworks.

(2) The Provider does not operate or control the underlying AI models and cannot guarantee the accuracy, completeness, legality, or consistency of the outputs generated by such systems. The nature and quality of AI-generated content may vary and are subject to the behavior of third-party models over which the Provider has no influence.

(3) The Customer acknowledges that:

- AI outputs may contain errors, bias, or outdated information;
- The Provider assumes no liability for any business decisions made based on third-party or AI-generated content;
- The Customer uses such information at their own discretion and risk.
- Any opinions, sentiments, or statements generated by AI models do **not reflect the views, opinions, or positions of the Provider**.

(4) The Provider may change, replace, or discontinue third-party integrations at any time due to technical, legal, or operational reasons.

(5) A list of subprocessors appointed by the Provider for the processing of personal data on behalf of the Customer is made available in the applicable **Data Processing Agreement (DPA)**. Connected Third-Party Services selected or authorized independently by the Customer pursuant to paragraphs (6) to (10) are not considered subprocessors appointed by the Provider merely because the Provider transmits information to them at the Customer's instruction.

(6) The Service may allow the Customer to connect the Customer's ALLMO account with independently operated third-party applications or services, including AI assistants, AI platforms, or other software capable of accessing the Service through APIs, Model Context Protocol (MCP), or similar interfaces ("Connected Third-Party Services").

(7) A connection to a Connected Third-Party Service is initiated or authorized by the Customer. By connecting such a service or requesting information through it, the Customer instructs and authorizes the Provider to transmit the information necessary to fulfil the Customer's request to that Connected Third-Party Service.

(8) Connected Third-Party Services are independently operated and are not controlled by the Provider. Their own terms of service, privacy policies, data retention practices, and security measures may apply. The Provider does not control and is not responsible for how a Connected

Third-Party Service processes, stores, uses, displays, or further transmits information after that information has been transmitted to the service at the Customer's instruction.

(9) The Customer is responsible for determining whether the Connected Third-Party Service is suitable for its intended use and whether the Customer is permitted to transmit or make available the relevant data to that service.

(10) The Provider may restrict, suspend, or discontinue an integration where reasonably necessary for security, technical, legal, or operational reasons.

(11) Information provided through APIs or MCP interfaces may include content generated by third-party AI models or originating from third-party websites. Such content is provided as data, is not reviewed by the Provider, and may contain inaccurate statements or text that an AI system could interpret as instructions. The Customer is responsible for configuring its Connected Third-Party Services accordingly. The Provider is not responsible for actions a Connected Third-Party Service takes on the basis of such content. § 9 remains unaffected.

13. Data Use and Confidentiality

(1) Any data uploaded, entered, or otherwise provided by the Customer through the Service, including but not limited to domains, brand names, competitors, prompts, or configuration settings, will be treated as confidential and will not be disclosed to other customers or third parties except:

- (a) where disclosure is necessary for the provision of the Service, including through technical service providers subject to appropriate confidentiality and data protection obligations;
- (b) where the Customer has connected, authorized, or instructed the Provider to transmit data to a Connected Third-Party Service pursuant to §12;
- (c) where disclosure is required by applicable law or a binding order of a competent authority; or
- (d) where otherwise expressly agreed with the Customer.

For disclosures pursuant to §12, the Provider's confidentiality obligation applies until the relevant information has been transmitted to the Connected Third-Party Service in accordance with the Customer's instruction. The subsequent processing of such information by the Connected Third-Party Service is governed by the terms and policies applicable to that service.

(2) The Provider may process and analyze AI-generated data (such as LLM outputs, visibility metrics, and usage patterns) to:

- Improve the performance and quality of the platform,
- Develop new features or optimization insights,

- Monitor general usage trends across the platform.

(3) In no case will such analysis or aggregation allow any third party to identify individual customers, reconstruct specific input data, or infer competitive strategies.

(4) All processing will comply with applicable data protection laws, including the GDPR, and — where relevant — be further detailed in the applicable Data Processing Agreement (DPA).

(5) The Customer acknowledges that the Provider and its technical service providers may, in the course of system maintenance, support, or troubleshooting, incidentally gain access to Customer content or data. Such access is not systematic and occurs only to the extent technically necessary for secure and reliable operation of the platform. All persons involved are subject to appropriate confidentiality obligations under these Terms and applicable data protection law.

14. Customer name and logo use

The Provider may name the Customer as a client of ALLMO.ai for marketing purposes. This includes the use of the Customer's name, logo, and brand in reference lists, on the Provider's website, in presentations, on social media platforms, in press releases, and in customer reference materials, provided such use is factually accurate and brand-appropriate.

The Customer may revoke this permission at any time in writing. Materials published before revocation shall remain unaffected.

This right continues after termination unless the Customer objects in writing for legitimate reasons (e.g. confidentiality or reputational concerns). The Provider will not disclose any confidential information in this context. In particular, the Provider is not obligated to recall or destroy marketing materials that have already been published.

15. Intellectual Property

All intellectual property rights in and to the platform, including but not limited to software, designs, algorithms, and branding, remain the sole property of the Provider or its licensors. These Terms do not transfer or grant any ownership rights to the Customer.

16. Data Export and Retention

(1) The Customer may export selected data or reports via available platform features during the term of the contract. Upon request, the Provider will support a data export within 14 days after termination, provided this does not involve disproportionate effort.

(2) The Provider retains Customer data — including AI-generated outputs, visibility metrics, and usage logs — after termination for **internal purposes**, such as service improvement, benchmarking, and analytics, in compliance with applicable data protection laws.

(3) Personal data will be retained only to the extent necessary for legal obligations, legitimate interests, or anonymized for analytical use. The Customer may request deletion in accordance with the Provider's Privacy Policy and applicable data protection law.

17. Governing Law and Venue

(1) These Terms and any contractual relationship between the parties shall be governed by the laws of the **Federal Republic of Germany**, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms shall be **Hamburg, Germany**, unless otherwise required by mandatory law.

18. Final Provisions

(1) Should any provision of these Terms be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one which most closely reflects the economic purpose of the original.

(2) The Provider reserves the right to amend these Terms of Service. Customers will be notified of any material changes at least **four (4) weeks in advance** via the platform or email. Continued use of the platform after the notice period constitutes acceptance of the amended Terms.

(3) Exception to clause 18.2: If the Provider integrates new third-party AI model providers for processing performed by the Provider as part of the Service, the change may become effective immediately. However, Customer data will not be processed through such a provider where the Service gives the Customer the ability to select the relevant AI model provider unless the Customer has selected or enabled that provider. This paragraph does not apply to Connected Third-Party Services selected or authorized by the Customer pursuant to §12.

(4) No oral side agreements exist at the time of conclusion of the contract. Amendments and supplements to the agreement should be made in text form. Individual agreements between the parties remain unaffected.

(5) The Provider may assign or transfer this agreement, in whole or in part, to an affiliate or in connection with a merger, acquisition, corporate restructuring, or sale of all or substantially all of its assets, without the Customer's prior consent. The Customer may only assign or transfer this agreement to a third party with the Provider's prior written consent.