

Terms & Conditions | PENEMUE

1. Scope and Definitions

1.1. These General Terms and Conditions govern the relationship between PENEMUE Technologies GmbH ("PENEMUE"), Rathausgasse 48, 79098 Freiburg (hereinafter "PENEMUE") and its customers in connection with the use of PENEMUE's services, in particular the PENEMUE Software.

They shall also apply to all future transactions between PENEMUE and the customer.

1.2 Conflicting, deviating or supplementary general terms and conditions of the customer shall not become part of the contract unless PENEMUE expressly agrees to their applicability.

1.3 These General Terms and Conditions shall apply in the respective current version valid at the time the contract is concluded.

1.4 These GTC may be accessed and saved in their respectively valid version on the website:

www.penemue.ai/ under the link "GTC".

1.5. The customer warrants that it is an entrepreneur pursuant to Section 14 of the German Civil Code (BGB) and is capable of and authorized to conclude a contract.

1.6. "Offer" within the meaning of these GTC means the offer made by PENEMUE concerning the use of a service, such as the PENEMUE Software.

1.7. "PENEMUE Software" is software for protection against, or the recognition, categorization and moderation of, hate speech or other content.

1.8. PENEMUE is entitled to amend these GTC with effect for the future. For certain reasons, namely a change in PENEMUE's services, technically necessary adjustments, changes in the legal situation or case law, as well as market conditions or other equivalent reasons, it may be necessary for amendments to these GTC to be made so that they correctly reflect the offer. PENEMUE shall make changes only if the provisions are no longer accurate or are incomplete, and only if the changes are reasonable taking into account the interests of the parties. In this case, PENEMUE shall inform the customer of the changes in an appropriate manner. Unless otherwise required by law, the changes shall be deemed accepted if the customer does not object within a period of 14 days from notification and continues to use the

services. PENEMUE shall inform the customer, in the course of the notification, of the right to object and the legal consequences of failing to meet the deadline. In the event of an objection, PENEMUE is entitled to prohibit the customer from using the services with reasonable notice. Publication of the amended GTC shall also take place on PENEMUE's website.

2. Offer; Conclusion of Contract

2.1. Unless expressly agreed otherwise, PENEMUE's offers are subject to change, i.e. non-binding, and are subject to the availability of the offered services.

2.2. After receiving the offer, the customer has the option of booking the offered service under the stated conditions.

2.3. A contract shall only come into existence upon order confirmation by PENEMUE.

2.4. The details of the respective contract, such as commencement, scope of services, duration and costs, shall be determined by the respective offer. Insofar as contractual conditions have not been individually agreed between the parties there or elsewhere, the terms of these GTC shall apply.

3. Obligations of the Customer

3.1. The customer is obliged to provide PENEMUE in good time with all information necessary for the performance of the contract and to provide PENEMUE with the technical support necessary for the performance of the contract. This includes, where necessary, the transmission of data-sets concerning content to be reviewed or the granting of any access rights and accounts. It also includes a specific description of which content is to be used by PENEMUE and in what manner.

3.2. The customer is itself responsible for the storage and further use of the information supplied by PENEMUE.

3.3. The decision as to how the reviewed content is to be dealt with further lies solely with the customer.

3.4. Additional expenditure arising from the culpable breach of duties to cooperate by the customer shall be remunerated by the customer. Insofar as services owed by PENEMUE cannot be rendered or cannot be rendered properly because the customer has breached duties to cooperate, the

full remuneration shall nevertheless remain due.

3.5. The customer shall ensure that the contractual use by PENEMUE of the content to be reviewed violates neither statutory provisions nor third-party rights.

3.6. Should third parties nevertheless assert claims on the basis of PENEMUE's contractual use of the content, the customer shall indemnify PENEMUE against such claims.

3.7. The customer requests and agrees that PENEMUE uses Artificial Intelligence ("AI") in the rendering of the contractual services and uses corresponding tools. This includes services in all areas, in particular in the review, classification and evaluation of problematic content of publications or other statements, as well as in the presentation of the results. The use of AI means both the use of PENEMUE's own AI solutions and of external AI tools. If individual functions or tools are not to be used, the parties shall coordinate separately in this regard.

3.8. Any concepts and components underlying PENEMUE's offers, the PENEMUE software and other services are protected by competition law and, where applicable, copyright law, and must be treated confidentially by the customer. In particular, they may neither be passed on to third parties in this or an amended form nor used by the customer for its own purposes outside the scope of the contract.

3.9. The customer shall inform PENEMUE of any malfunctions in the software as soon as it becomes aware of them or could have become aware of them in a reasonable manner. A malfunction exists if the software does not fulfil the contractual function, delivers incorrect results, aborts in an uncontrolled manner or otherwise does not function properly, insofar as the licensee cannot use the software in a reasonable manner. If the licensee reports a support case, it must provide as detailed a description as possible of the respective malfunction in order to enable the most efficient rectification of the error.

3.10. The customer shall endeavour to provide PENEMUE with suitable feedback for the assessment of PENEMUE's own performance and to participate in a feedback meeting. PENEMUE may reuse the content of the feedback for its own corporate communications (e.g. in the form of a "testimonial").

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4. Obligations of PENEMUE

4.1. PENEMUE's tasks lie in the area of analysing posts or comments and detecting hate speech or classifying the content to be reviewed, in the sense of whether, according to the agreed criteria, they may contain legal violations from certain categories. PENEMUE's obligations are limited to rendering the service in the form of continuously classifying the content in accordance with the contractual conditions. Neither a specific result nor the usability of the results by the customer for certain purposes is owed.

4.2. The classification by PENEMUE is carried out on the basis of the information and content or access rights transmitted by the customer. PENEMUE may deliver the results in the form of an analysis in an Excel spreadsheet and an executive summary.

4.3. Insofar as PENEMUE thereby classifies content with regard to possible legal violations or possible criminal liability or provides explanations in this regard, this does not constitute a final review or legal analysis of the content. This applies in particular if content is classified as potentially (non-)infringing or in a similar manner. The parties are aware that this is based on a classification by PENEMUE according to certain criteria, but that this cannot yet constitute a final assessment of the individual content. The classification may therefore result in additional expenditure, and a final assessment may require an additional review of the content, where appropriate of a legal nature.

4.4. PENEMUE is obliged to render the services within the contractually agreed scope and for the agreed duration. This applies in particular where interaction with platform providers such as social media portals is necessary for this, insofar as this is possible in a legally permissible manner and is not deemed impermissible by the provisions or precautions of any platform providers or made technically impossible.

4.5. PENEMUE does not assume any warranty for the uninterrupted availability of the software, but endeavours to ensure that the services are available to the customer without disruptions. Due to maintenance work and/or further development and/or other disruptions (e.g. by data suppliers or other service providers), the

possibilities of use may be restricted and/or temporarily interrupted.

4.6. PENEMUE assumes no responsibility for the reviewed content and any statements or media contained therein that may infringe the law. PENEMUE does not adopt such content as its own.

4.7. PENEMUE shall secure its own systems appropriately in accordance with the prevailing security standard and shall regularly review such technical protection. If, nevertheless, any damage occurs as a result of malicious attacks on PENEMUE's systems or the customer's systems (e.g. through hacking, phishing, malware or similar), PENEMUE cannot be held liable for this.

5. Grant of Rights; Indemnification

5.1. The customer grants PENEMUE all rights of use, neighbouring rights and other proprietary rights required for the performance of the services owed in relation to the content to be reviewed (unlimited in time, subject matter and territory), insofar as this concerns the customer's own content or content in which the customer holds such rights. This includes, among other things, the rights to edit, store, reproduce, distribute, transfer to others and keep such content available online. PENEMUE may transfer the granted rights to third parties within the scope of performing the contractual services. If, in connection with the content, a graphic is used or, in any other way, the name, logo, company sign, trademark, work title or other business designation is used, the customer grants PENEMUE the non-exclusive, non-transferable right to use these within the scope of contract performance.

5.2. PENEMUE may use all information and content supplied by the customer for the use of AI. For this purpose, the customer transfers to PENEMUE all necessary copyright and other rights of use in the content. If certain information may not be used when using AI, for example due to trade secrets, the customer shall indicate this separately. The customer is aware of and agrees that providers of AI tools may, in some cases, have rights of use in the information entered and the generated results granted to them, e.g. for training purposes.

5.3. Insofar as the rights referred to in Clause 5.1 are not vested in the customer or if corresponding third-party rights exist

in such content, the customer shall indemnify PENEMUE in the event that rights holders assert claims on the basis of PENEMUE's contractual use of the content.

5.4. PENEMUE is entitled to use the results of the review of the content for the customer also for its own purposes, for example to prepare evaluations and analyses. The parties shall coordinate the extent to which the customer's name may be mentioned in this context.

5.5. The customer receives a simple, non-transferable right of use to the information supplied by PENEMUE, insofar as this is necessary for the contractual use and the purposes associated therewith.

5.6. The software, the code, the methods and systems, as well as the content of the software, are protected under copyright law, competition law and other intellectual property rights and may be exploited exclusively by PENEMUE. Without the prior express consent of PENEMUE, the software may neither be copied, modified, reproduced, republished or posted, nor transmitted, sold, offered for sale or resold, or used in any way whatsoever. The customer is not entitled to use PENEMUE's trademarks, logos or other intellectual property and distinguishing marks outside the software.

5.7. For reference and advertising purposes, PENEMUE shall, after approval by the customer, be entitled to name the customer as a reference customer and to use its own services and the content of the customer's feedback (including testimonials) in the context of self-promotion, as a reference and for submission to awards or similar.

6. Remuneration, Prices, Invoices

6.1. Unless agreed otherwise, the prices shall result from the respective offer. They are always exclusive of the respectively applicable statutory VAT. The agreed remuneration shall be due upon conclusion of the contract. For subsequent contract periods resulting from an extension (see Section 9), the remuneration shall be due at the beginning of the respective contract period.

6.2. If the customer is in default of payment or if an application for the opening of insolvency proceedings has been filed against it, PENEMUE may withhold performance of

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the contractual services, unless the customer provides security in the amount of the remuneration in due time.

6.3. The customer may only set off claims against claims of PENEMUE with claims that are undisputed or have been finally adjudicated. The customer may only assert a right of retention if the respective claims arise from the same contractual relationship.

6.4. The customer shall review each invoice for correctness and shall raise any objections within 2 weeks after receipt of the invoice.

After expiry of this period, objections shall be excluded.

7. Data Protection

7.1. With regard to the processing of personal data, the customer remains the controller and is obliged to ensure compliance with data protection requirements.

7.2. PENEMUE processes such data on behalf of the customer. For this purpose, the parties shall conclude a data processing agreement.

7.3. PENEMUE's privacy policy shall apply to the processing of personal data by PENEMUE, which is available at the following link:

<https://app.PENEMUE.ai/docs/privacy-policy.pdf>

8. Limitation of Liability

8.1. PENEMUE shall be liable for damages suffered by the customer which PENEMUE, its legal representatives, senior employees or vicarious agents have caused intentionally or through gross negligence.

8.2. Regardless of the degree of fault, PENEMUE shall be liable for damages arising from the fact that the persons named in Clause 8.1 have breached an obligation that is of essential importance for achieving the purpose of the contract (cardinal obligation), as well as in the event of fraudulent misrepresentation.

PENEMUE shall be liable in the same manner regardless of the degree of fault if the damage is based on a breach of a guarantee assumed by PENEMUE or on slight negligent organizational fault.

8.3. Claims for damages of the customer arising from injury to life, body or health

resulting from a breach of duty by PENEMUE or the group of persons named in Clause 8.1 shall also remain unaffected.

8.4. In cases other than those referred to in Clauses 8.1 to 8.3, PENEMUE's liability shall be excluded, irrespective of the legal grounds.

8.5. In the event of a breach of cardinal obligations, PENEMUE shall only be liable for the damage typical for the contract and foreseeable, if such damage was caused by slight negligence, unless claims for damages of the customer arise from injury to life, body or health.

8.6. Claims for damages against PENEMUE shall become time-barred after 12 months from their arising, unless they are based on an unlawful act or intentional conduct.

9. Term and Termination

9.1. The contract begins upon order confirmation by PENEMUE.

9.2. Unless explicitly agreed otherwise, the contract term shall be one year and shall automatically renew by one further year in each case, unless the contractual relationship is terminated by one of the contracting parties with a notice period of at least three months to the end of the respectively current contract year.

9.4. In order to be effective, the notice of termination must be in text form.

9.5. The right to extraordinary termination for good cause shall remain unaffected. Such good cause shall exist for PENEMUE, among other things, if continuation of the contractual relationship until expiry of the statutory notice period is unreasonable, taking into account all circumstances of the individual case and weighing the interests involved. Good cause shall exist for PENEMUE in particular if the customer seriously breaches the GTC, in particular in the event of default in payment or of a not insignificant part of the payment for two months, in the event of insolvency, an application for the opening thereof, unauthorized interference with the software, or breach of essential contractual obligations despite having been granted a deadline. The exercise of a right of extraordinary termination entitles PENEMUE to discontinue the services. PENEMUE reserves the right to assert further claims due to default in payment.

10. Miscellaneous

10.1. German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.1. The place of performance and exclusive place of jurisdiction shall, insofar as legally permissible, be PENEMUE's registered office.

10.3. No oral or written side agreements exist. Amendments to the contractual terms require text form. This shall also apply to the waiver or amendment of this clause.

10.4. The customer requires PENEMUE's prior consent in text form for the complete or partial transfer of its rights and obligations under the contract. PENEMUE is entitled to use third parties to fulfil its obligations arising from the advertising order.

10.5. Unless agreed otherwise, the contracting parties shall treat strictly confidentially the details of the contractual relationship, in particular prices and conditions, as well as trade secrets of which they gain direct or indirect knowledge through the respective other party in the course of contract performance. This shall not apply if disclosure is ordered by a court or authority or is necessary for the judicial enforcement of one's own rights against the respective other contracting party. Furthermore, PENEMUE is entitled to disclose the content of the contract to the third parties engaged and to affiliated companies.

10.5. Should individual provisions of this agreement be or become wholly or partially invalid, the remainder of the contract shall remain valid. In the event of such invalidity, the contracting parties shall agree on a legally effective replacement provision that comes as close as possible economically to the invalid provision. The same shall apply in the event of a gap in the provisions.

*Version of the Terms & Conditions:
12 January 2026*