



# General Terms and Conditions (GTC)

Version: January 1, 2026

## 1. Scope and Contracting Parties

### 1.1 Provider

These General Terms and Conditions ("GTC") govern the use of Collectu and all included services (hereinafter "Platform" or "Software").

Provider of the Software is:

#### **Collectu GmbH**

Seidenstraße 36  
70174 Stuttgart  
Germany

Commercial Register No.: HRB 803639  
Register Court: Amtsgericht Stuttgart  
VAT ID: DE461208298

Managing Directors: Dr. Colin Reiff and  
Dr. Frederik Wulle  
Email: [info@collectu.de](mailto:info@collectu.de)  
Phone: +49 157 77057343

### 1.2 Validity

These GTC apply to all contracts between Collectu GmbH and its users regarding the provision and use of the Platform, regardless of whether the user is a consumer (§ 13 BGB) or entrepreneur (§ 14 BGB).

### 1.3 Deviating Conditions

Conflicting or deviating conditions of the user shall not become part of the contract unless Collectu GmbH expressly agrees to their validity in writing.

### 1.4 Changes to the GTC

Collectu GmbH is entitled to change these GTC with effect for the future if this is necessary for objective reasons (e.g., changes in the legal situation, technical developments, adaptation to market conditions). Changes will be communicated to the user at least four (4) weeks before they take effect via email. If the user does not object to the validity of the new GTC within four (4) weeks after receipt of the change notification, the amended GTC shall be deemed accepted. For consumers, the amended GTC only apply with express consent. Collectu GmbH will specifically point out the user's right to object and the significance of the objection period in the change notification. In case of objection, Collectu GmbH is entitled to terminate the contractual relationship with ordinary notice.

## 2. Subject Matter and Scope of Services

### 2.1 Service Description

Collectu GmbH provides the user with a software application for data processing.

### 2.2 Scope of Services

---

**Collectu GmbH**  
Seidenstraße 36  
70174 Stuttgart  
Germany

**Payment Details**  
Baden-Württembergische Bank  
IBAN: DE33600501010405966093  
BIC: SOLAEST600

VAT ID: DE461208298  
Commercial Register No.: HRB 803639  
Register Court: Amtsgericht Stuttgart  
CEO: Dr. Colin Reiff und Dr. Frederik Wulle

The specific scope of services results from the plan booked by the user ("Plan") according to the current plan description at <https://collectu.de/plans>. Collectu GmbH reserves the right to further develop and improve the functions and technical specifications of the Platform.

### 2.3 No Guarantee of Success

Collectu GmbH owes the contractual provision of the Platform, but not a specific economic or technical success through its use.

### 2.4 Beta and Preview Features

Collectu GmbH may offer beta or preview features, which will be identified as such. These features are provided "as is" without warranty regarding availability, functionality, or freedom from errors. Beta features may be changed or discontinued at any time.

## 3. Registration and Contract Formation

### 3.1 Registration

Use of the Platform requires successful registration. The user must provide complete and truthful information during registration. The user is obligated to keep their registration data current at all times.

### 3.2 Contract Formation

The contract is concluded through:

- For paid plans: Upon completion of the ordering process on the

website and confirmation by Collectu GmbH (e.g., by email or activation of access).

- For free plans: Upon successful creation of a user account.

The presentation of plans on the website does not constitute a legally binding offer but rather an invitation to submit an offer by the user.

### 3.3 Rejection of Registrations

Collectu GmbH is entitled to reject registrations without giving reasons, particularly in case of justified suspicion of abusive use or capacity constraints.

### 3.4 Legal Capacity and Power of Representation

The user warrants that they have legal capacity or – when acting for a company – are authorized to represent the company.

### 3.5 Access Credentials

The user is obligated to keep their access credentials (username, password) confidential and protect them from access by third parties. In case of suspected unauthorized use, Collectu GmbH must be informed immediately. Collectu GmbH is entitled to block access credentials in case of justified suspicion.

## 4. Plans, Prices, and Payment

### 4.1 Free and Paid Plans

Collectu GmbH offers both free and paid plans.

#### 4.2 Limitations of Free Plans

Free plans are subject to limitations regarding:

- Feature scope
- Resources (storage, bandwidth, API calls)
- Support services
- Availability
- Data backup

There is no entitlement to specific services, support, or service levels for free plans. Collectu GmbH may change, restrict, or discontinue free plans at any time.

#### 4.3 Trial Period

If a free trial period is granted, the contractual relationship automatically converts into a paid subscription after expiration of the trial period unless the user cancels before the end of the trial period or something else has been agreed. The user will be informed of this before concluding the contract.

#### 4.4 Prices and Value Added Tax

All stated prices are net prices plus the applicable statutory value added tax.

#### 4.5 Billing Period

Subscriptions can be concluded with monthly or annual billing periods. Billing occurs in advance at the beginning of the billing period.

#### 4.6 Payment Terms

Invoices are due immediately upon receipt without deduction. Payment is made by bank transfer, SEPA direct debit, or other payment methods offered by Collectu GmbH.

#### 4.7 Payment Default

In case of payment default, Collectu GmbH is entitled to:

- Charge default interest of 5 percentage points above the base rate (for consumers) or 9 percentage points above the base rate (for entrepreneurs).
- Temporarily block access to the Platform until complete settlement of outstanding claims.
- In case of continued default after reminder, withdraw from the contract.

#### 4.8 Plan Changes

The user can change to a higher plan (upgrade) or a lower plan (downgrade) at any time.

- Upgrades: Take effect immediately. Billing is prorated.
- Downgrades: Take effect at the end of the current billing period. Price differences for immediate changes are credited as in-app credit. Collectu GmbH is not liable for data loss necessarily resulting from a downgrade

(e.g., exceeding storage limits of the smaller plan).

Each started day in a plan is billed as a full day.

#### 4.9 In-App Credit

In-app credit represents a non-withdrawable, dedicated usage credit and can only be used for services and features within the application. In-app credit may result from plan downgrades, goodwill credits, or other actions defined by Collectu GmbH. The credit is automatically offset against future paid services within the app. Cash payout, interest accrual, or transfer of in-app credit to third parties is excluded. In-app credit is not transferable to other user accounts.

In-app credit that was granted free of charge expires 24 months after crediting. Credit based on paid consideration (e.g., remaining credit from downgrades) is subject to statutory limitation periods (3 years at year-end). Upon termination of the user account or complete contract termination, remaining in-app credit expires without replacement. Collectu GmbH reserves the right to adjust conditions for the use of in-app credit at any time, provided that no rights already accrued to the user are thereby impaired.

#### 4.10 AI Token Credit

AI token credit represents a non-withdrawable, dedicated consumption credit and serves exclusively for the use of AI-based features within the application. AI token credit can be purchased for a fee ("deposited") or credited regularly or one-time as part of subscribed plans. The credit is used on a consumption basis for AI-supported services (e.g., generation, analysis, or automation). Cash payout, interest accrual, or transfer of AI token credit is excluded. AI token credit is not transferable to other user accounts.

Unused AI token credit from subscriptions expires at the end of the respective billing period unless otherwise specified in the plan. Separately purchased AI token credit expires, unless otherwise stated, after 3 years at year-end from the time of crediting. Upon termination of the user account or complete contract termination, remaining AI token credit expires without replacement. Collectu GmbH reserves the right to adjust consumption, calculation logic, and usage possibilities of AI token credit, provided that no rights already accrued to the user are thereby impaired.

#### 4.11 Exceeding Plan Limits

If the user exceeds the limits of their booked plan (e.g., data volume, API calls), Collectu GmbH is entitled to:

- Inform the user and offer them the possibility to upgrade.

- In case of repeated or significant exceedance, perform an automatic upgrade.
- Temporarily restrict the service.

For automatic upgrades, the user will be informed at least fourteen (14) days in advance.

#### **4.12 Price Adjustments**

Collectu GmbH reserves the right to adjust prices for ongoing subscriptions. Price increases must be objectively justified (e.g., increased operating costs, inflation, expansion of service scope). The justification will be stated in the notification. Price increases will be communicated to the user at least six (6) weeks before taking effect. The user has the right to terminate the subscription extraordinarily at the time the price increase takes effect.

#### **4.13 Discounts and Coupons**

Discounts, price reductions, and coupons are voluntary services of Collectu GmbH and are subject to the stated conditions. Discounts may be granted in the form of temporally or materially limited promotions, individual price reductions, or coupons. Coupons may be redeemable once or multiple times and are only valid within the stated validity period. Unless expressly stated otherwise, discounts and coupons cannot be combined with other discount promotions. Cash payout, interest accrual, or transfer of discounts or coupons to third parties is

excluded. Coupons are redeemable exclusively for the respectively defined plans, services, or billing periods. In case of refunds, cancellations, or plan downgrades, applied discounts or coupons will not be credited again. Abusive use, distribution, or trading of coupons is prohibited and may lead to blocking of the user account. Collectu GmbH reserves the right to change, end prematurely, or withdraw discount promotions and coupons at any time, provided that no already lawfully redeemed discounts are thereby subsequently impaired.

### **5. Contract Duration and Termination**

#### **5.1 Duration**

The contract is concluded for an indefinite period. Terminations take effect at the end of the respective billing period.

#### **5.2 Automatic Renewal**

Unless terminated, the subscription automatically renews for the respective billing period (monthly or annually).

#### **5.3 Ordinary Termination**

The user can terminate the subscription at any time with effect at the end of the current billing period. Termination can be made through the user account or by email to [info@collectu.de](mailto:info@collectu.de).

#### **5.4 Refunds**

For entrepreneurs, no refunds of already paid amounts are made. For consumers, statutory regulations apply.

This applies in particular to:

- Subscriptions in case of early termination.
- Unused quotas or features.

### 5.5 Extraordinary Termination

The right to extraordinary termination for good cause remains unaffected for both parties. Good cause exists in particular in case of:

- Serious violation of these GTC.
- Payment default of more than two (2) months.
- Abusive or unlawful use of the Platform.
- Endangerment of system security or other users.
- Insolvency or liquidation.

### 5.6 Consequences of Termination

After termination of the contract:

- The right to use the Platform expires.
- Access is blocked.
- Data may be deleted.

## 6. Availability and System Maintenance

### 6.1 Availability

Collectu GmbH strives for the highest possible availability of the Platform. However, a specific availability is not guaranteed unless expressly assured in the booked plan.

### 6.2 Maintenance Work

Collectu GmbH is entitled to perform maintenance work that may lead to temporary interruptions. Planned maintenance work will, if possible, be performed outside business hours and announced in advance.

### 6.3 Disruptions

In case of disruptions or failures, Collectu GmbH will endeavor to rectify them as quickly as possible. There is no entitlement to disruption resolution within a specific timeframe unless expressly agreed.

### 6.4 Force Majeure

Collectu GmbH is not liable for failures or impairments due to force majeure or other circumstances beyond its control (e.g., natural disasters, war, government orders, strikes, failure of telecommunications networks or gateways, cyberattacks).

## 7. Duties and Obligations of the User

### 7.1 Lawful Use

The user is obligated to use the Platform exclusively lawfully and in accordance with these GTC. In particular, the following is prohibited:

- Processing of unlawful content.
- Violation of third-party rights (particularly copyrights, trademark rights, personal rights).

- Distribution of viruses, malware, or other harmful programs.
- Reverse engineering, decompilation, or disassembly of the software.
- Circumvention of security mechanisms.
- Conducting denial-of-service attacks or similar activities.
- Attempting unauthorized access to foreign accounts or systems.
- Use for creating or operating competing products.
- Automated scraping or excessive requests (outside API usage limits).

## 7.2 Responsibility for Content

The user is solely responsible for all content they process, store, or transmit via the Platform. This includes in particular:

- The lawfulness and permissibility of content.
- Compliance with data protection requirements.
- Obtaining necessary consents.
- Observance of export and import regulations.

## 7.3 Data Backup

The user is responsible for backing up their data. Collectu GmbH strongly recommends creating regular external backups. Unless expressly included in the plan, there is no entitlement to data backup by Collectu GmbH.

## 7.4 Confidentiality of Access Credentials

The user must keep their access credentials confidential and protect them from unauthorized access. In case of compromise or suspicion of unauthorized use, Collectu GmbH must be informed immediately.

## 7.5 Information Obligations

The user informs Collectu GmbH immediately about:

- Changes to their contact information.
- Security incidents or data breaches.
- Abusive use by third parties.

## 7.6 Compliance with Export Control Regulations

The user undertakes to comply with all applicable export control and sanctions regulations when using the Platform. Use in sanctioned countries or by sanctioned persons is prohibited.

## 8. Usage Rights and Intellectual Property

### 8.1 Rights to the Platform

All rights to the Platform, including software, documentation, designs, trademarks, and know-how, remain with Collectu GmbH or its licensors. The user is only granted a limited, non-exclusive, non-transferable, non-sublicensable right to use for the duration of the contract.

### 8.2 Usage Restrictions

The right to use authorizes exclusively the intended use of the Platform within the scope of the booked plan. In particular, the following is not permitted:

- Transfer, rental, or sublicensing of the Platform.
- Reproduction outside contractually permitted use.
- Modification, adaptation, or translation of the software.
- Removal or alteration of copyright notices or identifications.

### **8.3 Rights to User Data**

The user retains all rights to the data and content they introduce into the Platform ("User Data"). Collectu GmbH does not acquire ownership rights to the User Data but may use, process, and store it exclusively for the purpose of contract fulfillment, provision, maintenance, and improvement of the Platform, as well as for providing the agreed services.

To the extent necessary, the user grants Collectu GmbH a simple, non-exclusive, geographically unlimited right to use the User Data for the duration of the contractual relationship. This right to use includes in particular the right to technical reproduction, processing, transmission, and display of User Data within the Platform.

After termination of the contractual relationship, User Data will be deleted in accordance with applicable legal requirements or made available to the user upon request, unless legal retention obligations prevent this.

### **8.4 License to Process User Data**

The user grants Collectu GmbH the non-exclusive, worldwide, royalty-free right to process, store, and transmit User Data exclusively for the purpose of contract fulfillment.

### **8.5 Anonymized Usage Data**

Collectu GmbH is entitled to use anonymized and aggregated usage data to improve the Platform, for statistical purposes, and for market research, provided that no inference to the user is possible.

### **8.6 Feedback and Improvement Suggestions**

If the user communicates feedback, improvement suggestions, or ideas to Collectu GmbH, they grant Collectu GmbH the royalty-free, temporally and geographically unlimited right to use and implement them.

## **9. API Usage**

### **9.1 API Access**

If included in the booked plan, the user receives access to the API interfaces of the Platform. The scope of API access and the permissible number of API

requests are determined by the booked plan.

## 9.2 API Usage Conditions

The user undertakes to:

- Use the documented API endpoints and methods.
- Comply with rate limits and quotas.
- Not engage in excessive or abusive use of the API.
- Securely store API keys and tokens.

## 9.3 Changes to the API

Collectu GmbH reserves the right to further develop, change, or discontinue the API. In case of significant changes, Collectu GmbH will inform the user in time and, if possible, grant a transition period.

## 9.4 API Documentation

The current API documentation is available at <https://api.collectu.de>.

## 10. Third-Party Services and Integrations

### 10.1 Third-Party Integration

The Platform may provide interfaces to third-party services or integrate such services (e.g., external AI models, cloud services, analytics services, APIs).

### 10.2 No Liability for Third Parties

The respective third party is exclusively responsible for the availability, functionality, content, and services of

third-party services. Collectu GmbH assumes no warranty or liability for third-party services. Collectu GmbH is not liable for the availability or factual accuracy of AI-generated results ("hallucinations"). The user is obligated to verify AI-generated content for accuracy before use.

### 10.3 Additional Conditions

Additional conditions and costs of the respective provider may apply to the use of third-party services. The user is obligated to observe these.

### 10.4 Data Transfer to Third Parties

When using third-party integrations, User Data may be transferred to these third parties. The user will be informed of this in the privacy policy and grants their consent upon activation or use of the respective integration.

## 11. Data Protection and Data Processing

### 11.1 Privacy Policy

Collectu GmbH processes personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. Details are provided in the privacy policy at [https://collectu.de/privacy\\_policy](https://collectu.de/privacy_policy).

### 11.2 Data Processing for Contract Fulfillment

Collectu GmbH processes personal data of the user for the following purposes:

- Provision and operation of the Platform.
- User support and communication.
- Billing and payment processing.
- Fulfillment of legal retention obligations.
- Ensuring IT security.
- Improvement of service offerings.

### 11.3 Sub-Processors

Collectu GmbH is entitled to engage sub-processors.

## 12. Support and Service Level

### 12.1 Support Services

Collectu GmbH offers support services according to the booked plan. The scope of support (email, chat, phone, response times) is determined by the plan description.

### 12.2 Support Exclusion for Free Plans

For free plans, there is no entitlement to support services. Support is provided on a voluntary basis without assurances regarding response or processing times.

### 12.3 Language

Support is primarily offered in German and English.

### 12.4 Support Requirements

To claim support, the user must:

- Provide a detailed error description.

- Make all necessary information and logs available.
- Have already undertaken basic troubleshooting steps for technical problems.

### 12.5 Remote Access

For error diagnosis, Collectu GmbH may, with the user's consent, request temporary remote access to their account.

## 13. Liability and Warranty

### 13.1 Liability for Intent and Gross Negligence

Collectu GmbH is liable without limitation for damages resulting from injury to life, body, or health, as well as for intent and gross negligence.

### 13.2 Liability for Simple Negligence

In case of simple negligence, Collectu GmbH is only liable for violation of essential contractual obligations (cardinal obligations), the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the user regularly relies and may rely.

### 13.3 Limitation of Liability in Amount

Collectu GmbH's liability in case of simple negligence is limited in amount to:

- For entrepreneurs: the amount the user has paid for use of the Platform in the last twelve (12) months.

- For consumers: foreseeable, contract-typical damages.

### **13.4 Exclusion of Liability for Indirect Damages**

Liability for indirect damages, consequential damages, lost profits, data loss, and damages due to business interruptions is excluded to the extent legally permissible.

### **13.5 Product Liability Act**

Liability under the Product Liability Act remains unaffected.

### **13.6 Liability for Third Parties**

Collectu GmbH is not liable for actions, content, or omissions of third parties, in particular not for:

- Third-party services and integrations.
- Content and data of other users.
- Interruptions by third parties (e.g., internet providers, cloud providers).

### **13.7 Warranty**

Collectu GmbH warrants that the Platform substantially corresponds to the documented functions. However, the Platform is provided "as is." In particular, no warranty is assumed for:

- Uninterrupted or error-free availability.
- Suitability for a particular purpose (unless expressly assured).

- Completeness, accuracy, or timeliness of content.
- Compatibility with all systems or third-party services.

### **13.8 Defect Notification and Rectification**

The user is obligated to report defects immediately. Collectu GmbH will endeavor to rectify reported defects within a reasonable time. There is no entitlement to defect elimination within a specific timeframe.

### **13.9 Indemnification by the User**

The user indemnifies Collectu GmbH from all third-party claims resulting from unlawful use of the Platform by the user or from a violation of these GTC. This also includes assumption of reasonable legal defense costs.

## **14. Confidentiality and Security**

### **14.1 Confidential Information**

Both parties undertake to treat all confidential information they receive in the context of the contractual relationship confidentially and to use it only for contract fulfillment.

### **14.2 Exceptions**

The confidentiality obligation does not apply to information that:

- Is or becomes publicly known (without fault of the receiving party).

- Was already known to the receiving party before disclosure.
- Was lawfully communicated by third parties without confidentiality obligation.
- Must be disclosed due to legal or regulatory obligations.

### 14.3 Security Incidents

Collectu GmbH informs the user immediately about security incidents that may lead to impairment of the security or confidentiality of User Data, in accordance with GDPR requirements.

### 14.4 Security Measures of the User

The user is obligated to take appropriate security measures, in particular:

- Use secure passwords.
- Activate multi-factor authentication (if available).
- Monitor access and report suspicious activities.
- Install security updates for deployed clients and browsers.

## 15. Right of Withdrawal for Consumers

### 15.1 Right of Withdrawal

Consumers have a statutory right of withdrawal according to § 355 BGB. The withdrawal period is fourteen (14) days from contract conclusion.

### 15.2 Withdrawal Instructions

You have the right to withdraw from this contract within fourteen days

without giving reasons. The withdrawal period is fourteen days from the day of contract conclusion. To exercise your right of withdrawal, you must inform Collectu GmbH by means of a clear statement (e.g., a letter sent by post or email) of your decision to withdraw from this contract. To meet the withdrawal deadline, it is sufficient that you send the notification of exercise of the right of withdrawal before the expiry of the withdrawal period.

### Consequences of Withdrawal

If you withdraw from this contract, we must repay all payments we have received from you immediately and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. For this repayment, 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.

### Early Expiry of the Right of Withdrawal

If you have requested that services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of services already provided up to the time you notify us of the exercise of the right of withdrawal regarding this contract, compared to the total scope of services provided for in the contract.

### 15.3 Early Commencement of Services

If the consumer expressly agrees that Collectu GmbH begins providing services before the expiry of the withdrawal period, the right of withdrawal expires upon complete contract fulfillment or – in case of divisible services – upon commencement of service provision.

## **16. Final Provisions**

### **16.1 Applicable Law**

Exclusively the law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). For consumers, this choice of law only applies to the extent that it does not restrict mandatory provisions of the law of the state in which the consumer has their habitual residence.

### **16.2 Place of Jurisdiction**

The place of jurisdiction for all disputes arising from and in connection with this contract is – to the extent legally permissible – the registered office of Collectu GmbH. For actions against consumers, the place of jurisdiction is the consumer's place of residence.

### **16.3 Dispute Resolution**

The European Commission provides a platform for online dispute resolution (ODR):

<https://ec.europa.eu/consumers/odr>

Collectu GmbH is not obligated and not willing to participate in a dispute

resolution procedure before a consumer arbitration board.

### **16.4 Severability Clause**

Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions remains unaffected. The invalid or unenforceable provision will be replaced by a valid regulation that comes closest to the economic purpose of the invalid provision. The same applies to regulatory gaps.

### **16.5 Assignment**

The user may not transfer their rights and obligations under this contract to third parties without prior written consent of Collectu GmbH. Collectu GmbH is entitled to transfer its rights and obligations to affiliated companies or in the context of a business transaction.

### **16.6 Entire Agreement**

These GTC and the documents referenced therein (privacy policy, API documentation) constitute the entire agreement between the parties and replace all previous oral or written agreements.