Terms of Use

keyspot GmbH

V1.4, effective date: July 1st, 2025

These Terms of Use cover the **general website terms**, relevant when browsing keyspot.ai, as well as the **SaaS terms**, relevant for those who create an account and utilize keyspot services provided after login.

1. **Acceptance of Terms and Conditions**

    1.1. **Agreement Overview:** This Terms of Use (the "Agreement") constitutes a legally binding contract between the individual ("User") or the entity ("Customer") (referred to individually and collectively as "you"), who is accessing, downloading, or using the website at "keyspot.ai" (the "Website") and/or the software and services offered by keyspot GmbH ("keyspot," "SaaS Provider," "we," "us," or "our"). Software means all software and services offered by us and includes all accompanying electronic documents related to purposes of registration, operation and use (the "Software"). By accessing, downloading, or using the Website or the Software, the User and the Customer agree to comply with and be bound by the terms and conditions of this Agreement. If the User is accessing, downloading, or using the Website or Software on behalf of the Customer, such as an employer or contracting party, the User represents and warrants that they have the authority to bind the Customer to this Agreement.

    1.2. **Ownership and Licensing:** We either own the Software or hold the necessary license rights to it and license its use to the Customer under the terms of this Agreement.

    1.3. **Customer's Intent:** The Customer intends to license the use of the Software provided by us, which is accessible through the Website.

    1.4. **Acceptance of Terms:** By subscribing to and using keyspot's Software, the Customer, through its authorized representative, acknowledges that they have read, understood, and accepted the terms of this Agreement. The Customer affirms that they have the authority to bind their organization to these terms and that all Users (employees, agents, and contractors) who access or use the service on behalf of the organization will comply with these terms. Continued use of the service by the Customer and its Users constitutes acceptance of this Agreement in its entirety. If the Customer does not agree to these terms, they must not allow their Users to access or use the service.

2. **Services Provision**

    2.1. Starting from the Effective Date and throughout the Term, we commit to providing access to and use of the Software, which is accessible through the Website, in accordance with the terms and conditions outlined in this Agreement.

    2.2. We reserve the right to periodically add, modify, or remove features of the Software. This includes, in particular, the evolution of AI-based features in compliance with the applicable provisions of the EU AI Act. In the event of any material changes, we will provide the Customer with 20 Business Days' notice. The Customer acknowledges that such changes are made at the sole discretion of keyspot.

    2.3. We make no warranty or representation regarding the capabilities of third-party suppliers' facilities or services. We are not liable for any failure, fault, or degradation of the Software if such issues are caused by the Customer Environment or by third-party facilities or services.

3. **AI Functionality under EU AI Act**

   3.1. **Scope of AI Integration**: keyspot integrates Artificial Intelligence (AI) solely for the following clearly defined purposes within the Software:

       3.1.1. **Contextual Summarization ("Summary")**
   Automated generation of contextual summaries based on applied search models of the screening and user queries on document and/or a search domain area, using AI to synthesize relevant content from retrieved search results.

       3.1.2. **Semantic Search Enhancement ("Semantic Search")**
   Improvement of user search functionality by interpreting the semantic meaning of user queries. The AI Model expands the search scope to include semantically similar terms and phrases, thereby increasing the relevance and completeness of the results.

       3.1.3. **Synonym Support in Search Editor ("Synonym Finder")**
   Assistance in the search definition by suggesting synonyms for words or phrases entered by the user, aimed at improving search efficiency and result quality.

       3.1.4. **Interactive Question Answering ("Q&A")**
   Provision of AI-generated answers in response to user-submitted questions, based on the content of documents and screening outcomes within the system.

       3.1.5. **Data Extraction ("Data Extraction")**
   Support of the data extraction process through AI-assisted validation of extracted information from documents to improve overall quality of data extraction results.

   3.2. **Transparency and Identification**: All functionalities that rely on AI systems are clearly marked as such within the user interface of the Software. Furthermore, content generated by AI is labeled accordingly in all applicable reports or user-facing outputs.

   3.3. **Legal Basis under EU AI Act**: The above-mentioned AI functionalities are classified as "limited-risk AI systems" in accordance with Title III, Chapter 2 of Regulation (EU) 2024/1689 ("EU AI Act"). keyspot ensures that:

       3.3.1. Users are informed that they are interacting with an AI system.

       3.3.2. Appropriate instructions for use are provided.

       3.3.3. Human oversight is ensured throughout all AI-assisted interactions.

       3.3.4. Risk mitigation measures are implemented to ensure accuracy, robustness, and cybersecurity of the AI functions.

   3.4. **No Automated Decision-Making**: keyspot does not deploy AI for any fully automated decision-making processes that produce legal or similarly significant effects concerning Users or Customers.

   3.5. **User Responsibility**: Users remain responsible for verifying the appropriateness and accuracy of AI-generated content before further use or dissemination. keyspot accepts no liability for decisions made on the basis of AI output, unless such output is demonstrably false due to gross negligence or willful misconduct.

4. **License Grant, Fees and Payment**

   4.1. **License:** keyspot grants a non-exclusive, non-transferable, and limited right to the Customer for its Users to access and use the Software, subject to the terms and conditions outlined in this Agreement (the "License"). The License is granted solely for the Customer's internal business operations and does not include any rights to the underlying software code or intellectual property. The scope of the license is limited to the number of users, modules, or any other usage parameters as specified in the Customer's order or subscription plan.

   4.2. **License Fee and Payment**

4.2.1.Payment of Fee: The Customer agrees to pay all fees associated with the License as specified in the purchase order or subscription plan. Fees are payable in advance, unless otherwise agreed in writing, and are non-refundable, except as expressly provided in this Agreement. If the Customer's usage does not reach the purchased quota, any fees associated with the unused portion will not be refunded.

4.2.2.Fee Adjustments: We reserve the right to periodically adjust the fees for the Software. Any changes to the fees will be communicated to the Customer at least 30 Business Days before they take effect, and these adjustments will apply at the time of subscription renewal or during the next billing cycle.

4.2.3.Taxes: All fees are exclusive of any applicable taxes. The Customer is responsible for paying all taxes, duties, and levies imposed by any governmental authority in connection with its use of the Software, excluding taxes based on keyspot's income.

5. Customer Responsibilities and Obligations

5.1. Provision of Materials and Cooperation: The Customer agrees to provide, at its own expense, all necessary materials, information, assistance, and cooperation required to configure, setup and make use of the Software by the Customer.

5.2. Authorized Users and Access Control: The Customer is responsible for authenticating its Users of the Software, including ensuring that only its personnel access and use the Software. This responsibility extends to all actions and content uploaded under the Customer's account. The Customer must ensure that such access and use comply with the terms of this Agreement.

5.3. Compliance with Laws and Rights: The Customer is responsible for ensuring that its Users are not using the Software to (a) violate any applicable law, regulation, or legal obligation and/or (b) to infringe upon any third party's rights, including but not limited to Intellectual Property Rights, privacy rights, and contractual rights. The Customer is also responsible that their User shall comply with all applicable national and international (re-)export control regulations.

5.4. Use Restrictions: The Customer and their User shall not, and shall not permit any third party to:

5.4.1. Copy, modify, or create derivative works of the Software or any part thereof;

5.4.2. Reverse engineer, decompile, or disassemble the Software;

5.4.3. Sell, rent, lease, sublicense, or otherwise transfer rights to Software;

5.4.4. Use the Software for any purpose that is unlawful or prohibited by this Agreement;

5.4.5. Interfere with or disrupt the integrity or performance of the Software.

5.5. Customer Environment: The Customer is responsible for ensuring that its IT environment, including hardware, software, and network connections, meets the necessary specifications for accessing and using the Software by its Users. The Customer must also ensure that the access and use of the Software by its Users does not damage, interfere with, or interrupt the operation of the Software, including avoiding activities that could harm the functionality, security, or performance of the Software or the SaaS Provider's systems.

5.6. Third-Party Services: The Customer acknowledges that, while we make every effort to ensure the reliability and performance of the Software, we do not provide any warranties or representations concerning the performance or availability of third-party services that may be utilized in conjunction with the Software. By using the Software, the Customer agrees that keyspot cannot be held liable for any disruptions or losses that may arise from these third-party services.

5.7. Appointment of Relationship Manager: The customer shall designate and maintain a dedicated Relationship Manager throughout the term of this Agreement. The Relationship Manager will serve as the primary point of contact for keyspot and will be responsible for

overseeing all communication between keyspot and the Customer, and the management and execution of this Agreement, including the administration of subscription plans.

5.8. Compliance with Instructions: The Customer agrees to follow all reasonable instructions provided by keyspot concerning the use of the Services, including any guidance on security, access, and system maintenance.

5.9. Responsibility for Actions: The Customer acknowledges and agrees that it is solely responsible for any actions or omissions by Customer Personnel or its Users in connection with the use of the Services.

5.10. Risk of Use: The Customer acknowledges that its use of the Software is at its own risk.

6. Duties of the User

6.1. Registration: When creating an account, the User must provide personal information ("User Data"), which we securely store and manage in accordance with our Privacy Policy. Registered users are granted access to and authorized to use the Software. Upon registration, the User can view, update, or withdraw their consent to data processing as applicable.

6.2. Account Security: The User is responsible for maintaining the security of their account, including the confidentiality of User Data, credentials, and passwords. Keyspot cannot and will not be held liable for any loss or damage resulting from the User's failure to meet this security obligation. We reserve the right to modify or update the Customer's account logins and passwords at any time during the Term.

6.3. Maintaining User Data: The User is responsible for all transactions and activities conducted under their User Data. If there are any changes to the User Data, the User must promptly update it on the platform. Additionally, the User must ensure that their User Data remains secure and is not accessible to third parties.

6.4. Prohibited Actions: In registering or using the Website or Software, the User must not:

6.4.1. Provide false data, acronyms, or abbreviations during registration;

6.4.2. Violate these Terms of Use or neglect their duty of care regarding User Data;

6.4.3. Breach any applicable laws in accessing or using the Website or the Software;

6.4.4. Engage in any activities that breach public morality;

6.4.5. Violate any intellectual property rights or other proprietary rights;

6.4.6. Upload content containing viruses, Trojan Horses, or other programs that could damage data;

6.4.7. Transmit, store, or upload hyperlinks or content to which the User is not entitled, especially if such content breaches confidentiality obligations or is unlawful;

6.4.8. Distribute advertising or unsolicited emails (commonly known as "spam"), or spread inaccurate virus warnings, defects, or similar material;

6.4.9. Solicit or request participation in any lottery, snowball system, chain letter, pyramid scheme, or similar activity.

6.5. Access Termination Request: The User may request the termination of their registration at any time in writing. Upon receiving such a request, we will reach out to the Customer's Relationship Manager to ensure that the termination does not interfere with the contractual relationship between keyspot and the Customer. Once clarified, we will proceed to remove the relevant User Data and any other personally identifiable information.

6.6. Inappropriate Use and Termination: We reserve the right to terminate a User's access to the Website and Software at any time if keyspot determines, in its sole discretion, that the User's usage is inappropriate or violates this Agreement. Additionally, for security reasons, access may be automatically terminated if the User does not log in for an extended period.

6.7. Misuse of User Data: If the User becomes aware that third parties are misusing their User Data, they must notify keyspot without undue delay, either in writing or via email.

6.8. Restriction on Distribution: The User is prohibited from distributing, renting, or making available the information, software, and documentation provided by keyspot to any third party.

6.9. Security and Virus Protection: The User is responsible for implementing appropriate security measures, including utilizing a virus scanner before downloading any information, software, or documentation. While keyspot strives to maintain its services free from viruses, it cannot guarantee that they are completely virus-free.

7. Termination of SaaS License

7.1. Termination for Breach: The SaaS Provider reserves the right to terminate the SaaS License immediately if the Customer breaches any material obligation under this Agreement, including the failure to pay fees or comply with use restrictions.

7.2. Effect of Termination: Upon termination of the License, the Customer must immediately cease all use of the Software. We prohibit the right to block user accounts of the Customer in accessing and using the Software. Any outstanding fees for the remainder of the Term will become immediately due and payable.

7.3. Survival: The obligations of the Customer under this Agreement relating to intellectual property rights, confidentiality, and payment of outstanding fees shall survive the termination of the License.

8. Data use and processing

8.1. Ownership and Rights of Uploaded Data

8.1.1. Customer Data Ownership: The Customer retains sole and exclusive ownership of all data, information, and content uploaded to the Software by their Users ("Customer Data"). The SaaS Provider acknowledges that it acquires no rights, title, or interest in the Customer Data except as expressly provided in this Agreement.

8.1.2. Authorization and Rights to Use Data: The Customer represents and warrants that it has obtained all necessary authorizations, consents, and rights to upload, store, and process the Customer Data in the Software. This includes, but is not limited to, ensuring compliance with any applicable laws, regulations, and contractual obligations, such as non-disclosure agreements (NDAs) that apply to the data.

8.2. Data Processing and Handling

8.2.1. Processing of Customer Data: keyspot acts as a data processor concerning the Customer Data, processing it solely on behalf of and in accordance with the instructions of the Customer, as outlined in this Agreement and any applicable data processing agreements.

8.2.2. Processing of confidential data: If the Customer Data includes confidential information, such as that covered by a Non-Disclosure Agreement (NDA), the Customer must ensure that it has the necessary rights to disclose such data to the SaaS Provider. Additionally, if the Customer Data contains personal data governed by data protection laws (e.g., GDPR), the Customer acknowledges to establish a Controller-Processor Agreement ("Data Processing Agreement") or another contractual arrangement with keyspot that allows the SaaS provider to process this data by the Software. This agreement will define the specific roles and responsibilities of keyspot (the "Processor") and the Customer (the "Controller") regarding the handling, processing, and protection of such data.

8.2.3. Data Processing Risks: The Customer acknowledges that the collation, conversion, and analysis of Customer Data performed as part of the Software, are subject to human and machine errors, omissions, delays, and other factors that may result in inaccuracies or losses, including but not limited to the loss of data. The SaaS Provider shall not be liable

for such errors, omissions, or delays, provided that they are not due to the SaaS Provider's gross negligence or willful misconduct.

8.3. Confidentiality and Data Security

8.3.1. Confidentiality Obligations: The SaaS Provider agrees to treat all Customer Data as confidential and will not disclose it to any third party without the Customer's prior written consent, except as required by law or as necessary to provide the SaaS Services. Notwithstanding the above, any individual agreements, including Non-Disclosure Agreements (NDAs), executed between the parties shall take precedence over the confidentiality obligations outlined in these Terms of Use.

8.3.2. Data Security Measures: The SaaS Provider will implement and maintain commercially reasonable and industry-standard security measures to protect the confidentiality, integrity, and availability of Customer Data. This includes encryption, access controls, and regular security audits. In the event of a data breach, the SaaS Provider will promptly notify the Customer and cooperate fully with any necessary remediation efforts.

8.4. Data Integrity and Liability

8.4.1. Data Corruption and Loss: The SaaS Provider is not liable for any corruption, loss, or damage to Customer Data that occurs within the Customer's environment, including but not limited to issues arising from the Customer's IT infrastructure, network connections, or third-party services utilized by the Customer. The Customer is solely responsible for maintaining appropriate backups and security measures within its environment to protect against data loss or corruption.

8.4.2. Integrity of Data: While we implement measures to protect the integrity of Customer Data within the Software, we do not warrant that the Customer Data will be free from corruption, loss, or errors, especially in circumstances beyond the SaaS Provider's control, such as issues originating from the Customer's environment.

8.5. Data Deletion:
Upon the Customer's request and/or upon termination of the Subscription, License or this Agreement, the SaaS Provider will, at the Customer's choice, delete the Customer Data from its systems, except where retention is required by law. We provide a certificate of deletion upon request.

8.6. Survival of Data Processing Obligations:
The obligations related to data protection, confidentiality, and data security shall survive the termination of this Agreement to the extent necessary to protect the interests of the Customer and keyspot.

9. Intellectual Property

9.1. Ownership of Intellectual Property:
All content, software, designs, text, graphics, logos, icons, images, audio clips, video clips, digital downloads, data compilations, and software made available on or through the Website and the Software at are the property of keyspot, its licensors, or other content providers, and are protected by applicable intellectual property laws, including but not limited to copyright, trademark, trade secret, and patent laws.

9.2. Trademarks:
All trademarks, service marks, logos, trade names, and trade dress displayed on the Website and the Software are the property of the Company or its licensors. You are not granted any right or license to use the Trademarks without the express prior written consent of the Company or the applicable licensor. Unauthorized use of the Trademarks is prohibited.

9.3. Generated IP:
All intellectual property rights—including, but not limited to, copyrights, patents, trademarks, trade secrets, and other proprietary rights—associated with the results, deliverables, and any source code developed by keyspot during the configuration of the Software to meet the Customer's needs ("Generated IP") shall be the sole and exclusive property of keyspot, unless explicitly agreed otherwise in writing. The Customer acknowledges that it does not acquire any ownership rights to the Generated IP. Keyspot retains the exclusive rights to use, license, sell, or otherwise commercialize the Generated IP.

10. **Liability and Indemnification**

    10.1.   **Limitations of Liability:** The SaaS Provider shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, data, or use, whether or not keyspot has been advised of the possibility of such damages. This includes damages arising from the access to, downloading of, use of, or inability to use the Website or Software. In any event, the total liability of the SaaS Provider is limited to EUR 1,000 or, for Software-related claims, the amount paid by the Customer in the past 12 months for the Software giving rise to the claim. The SaaS Provider is not liable for any damage to the Customer's computer or any material loss arising from accessing, downloading, or using the Website or Software.

    10.2.   **Indemnification:** The Customer agrees to indemnify, defend, and hold harmless keyspot, including its officers, directors, employees, affiliates, and agents, from any claims, damages, liabilities, or expenses, including reasonable legal fees, arising from or related to:

        10.2.1. The Customer's breach of representations and warranties regarding the ownership and authorization of Customer Data, including violations of NDAs or data protection laws;

        10.2.2. Any misuse or unauthorized use of the Services by the Customer or its Users, including any access to, downloading, or use of the Website or Software, and any data transmitted or received by the Customer;

        10.2.3. Any corruption or loss of Data controlled or stored by the Customer or any Related Bodies Corporate;

        10.2.4. Any third-party claims arising from the Customer's use of the Website or Software, including any prohibited actions as outlined in this Agreement.

11. **Privacy**

    11.1. **Privacy Policy Compliance:** Our Privacy Policy explains how personal information about Users of the Company is handled. By accepting these terms, the Customer agrees that keyspot collects, processes and discloses personal information in accordance with this Privacy Policy.

    11.2. **Notification of Data Breach:** We will take all reasonable steps to notify the Customer in writing if it becomes aware of any actual, threatened or suspected breach of Data where such breach involves personal information.

    11.3. **Customer's Consent Warranties:** The Customer warrants that it has obtained each of its Personnel's informed consent for the Service Provider, its related bodies corporate, and their respective Personnel to use, store, manipulate or otherwise deal with personal information.

12. **Hyperlinks:** The Website may contain hyperlinks to the web pages of third parties. We shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as we do not control the information on such web pages and are not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the Customer and their User.

13. **Modifications:** These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. With log-in, or where a log-in is not required, in accessing or using the Website these Terms of Use are accepted in their then current version.

14. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its conflict of laws principles. The Parties agree that the exclusive place of jurisdiction for any disputes arising out of or in connection with this Agreement shall be Ludwigshafen am Rhein, Germany.

15. **Force Majeure**

    15.1.   **Definition:** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by or results from events beyond the reasonable control of that Party ("Force Majeure Events"). Force Majeure Events may include, but are not limited to, acts of God, natural disasters, war, terrorism, civil unrest, strikes, labor disputes, pandemics, government actions or restrictions, failure of public or private

telecommunications networks, power outages, or other events outside the reasonable control of the affected Party.

15.2. **Notification:** The Party affected by a Force Majeure Event shall notify the other Party in writing as soon as reasonably possible, providing details of the nature of the event, its expected duration, and the extent to which the Party's obligations will be affected.

15.3. **Obligations During Force Majeure:** During the period of the Force Majeure Event, the affected Party's obligations under this Agreement will be suspended to the extent that they are affected by the event. The affected Party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and to resume the performance of its obligations as soon as reasonably possible.

15.4. **Extended Force Majeure:** If the Force Majeure Event continues for a period of more than 60 days, either Party may terminate this Agreement by providing written notice to the other Party. In the event of such termination, neither Party shall have any liability to the other, except for obligations that accrued prior to the commencement of the Force Majeure Event.

15.5. **Exclusions:** Force Majeure shall not apply to any obligation to pay money, nor shall it excuse either Party from using reasonable diligence and care to perform its obligations under this Agreement.