

Terms & Conditions

9th, June 2026

1. Preamble

Cortecs GmbH, company register number: FN 560802i, referred to as "CORTECS", provides an AI Gateway and Routing Infrastructure (hereinafter referred to as "SERVICE") to the customer.

This Terms and Conditions are directed exclusively at persons who wish to use the SERVICE for business purposes, i.e. entrepreneurs within the meaning of section 1 para (1) number (1) KSchG [Austrian Customer Protection Act], referred to as "CUSTOMER". This contract forms an integral part of the offer addressed to the CUSTOMER and governs the use of the SERVICE.

The CUSTOMER's General Terms and Conditions shall expressly not apply.

2. Scope of application

For all business relations between CORTECS and the CUSTOMER in connection with this Terms and Conditions in relation to the SERVICE, this Terms and Conditions shall apply in the version valid at the time of the conclusion of the transaction.

Any general terms and conditions of business, delivery conditions, etc. of the CUSTOMER shall expressly not apply.

3. Terms of use

The CUSTOMER is obliged to provide truthful and complete information within the scope of the business relationship and to keep his data up to date. He must treat his data, in particular access credentials, confidentially. If the CUSTOMER suspects misuse by third parties, he must inform CORTECS immediately. Access credentials may only be used by authorized employees or automated systems of the CUSTOMER. The CUSTOMER is entitled to use the SERVICE to provide applications or services to their own end-users, provided the CUSTOMER remains solely liable for the usage and content.

The CUSTOMER must refrain from all actions that could jeopardize or impair the technical service provision of CORTECS, including cyber attacks. Such behavior will be prosecuted.

cortecs[®]

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In the event of unlawful use of the SERVICE, CORTECS reserves the right to refuse the CUSTOMER the use of the SERVICE.

It is the responsibility of the CUSTOMER to create the electronic infrastructure necessary for the use of the SERVICE. This also means that the CUSTOMER has the necessary software and hardware equipment. CORTECS is not obliged to provide information or advice in this regard.

It is the sole responsibility of the CUSTOMER to ensure that the SERVICE does not capture any content that contains illegal information. CORTECS accepts no liability for any unlawful use of the SERVICE.

It is the sole responsibility of the CUSTOMER to check the accuracy and plausibility of the results produced and processed with and by the SERVICE. CORTECS accepts no liability for the accuracy of the data generated by the SERVICE.

CORTECS reserves the right to change, add and remove individual features/functionalities of the SERVICE, without substantially affecting the usability of the SERVICE.

The CUSTOMER must not transmit, paste, or share unredacted Payload Data (including live prompts, API outputs, or end-user personal data) within CORTECS's administrative, billing, or customer support channels (e.g., support tickets, emails, community forums). CORTECS accepts no liability for any compliance violations, data breaches, or loss of confidentiality resulting from the CUSTOMER's failure to adequately redact Payload Data introduced into these non-routing environments.

4. Conclusion of the contract, remuneration and payment modalities

The prices quoted by CORTECS are in EUR. In case of doubt, VAT is not included (and must therefore be added).

The applicable Fees are those published on CORTECS' dashboard at the time of usage, unless a specific separate written offer has been agreed upon.

To use the SERVICE, the CUSTOMER must establish and maintain a positive credit balance. CORTECS applies a platform service fee of 5% to all credit purchases. This fee is added to the requested routing credit amount (exclusive of applicable VAT). Payments may be processed via automated dashboard transactions using a valid payment method, or via traditional invoicing as mutually agreed upon. The contractual relationship is established upon CORTECS's successful receipt of the initial payment.

The available credit balance is used to cover the inference costs of the upstream providers. The SERVICE may be used only as long as a positive credit balance is maintained. It is in the sole responsibility of the CUSTOMER to make sure, that he has enough credit.

Fluctuations in the underlying upstream provider costs are reflected dynamically in the token prices as outlined in Section 5. Any future adjustments to CORTECS's own platform service fee percentage will be treated as an amendment to these Terms and Conditions and are strictly subject to the prior notification process outlined in Section 10.

5. Use of the SERVICE

Unit prices reflect the upstream Inference Providers' base rates. Foreign currency costs are periodically converted to EUR using standard commercial exchange rates, inclusive of customary conversion spreads. The applicable EUR pricing is strictly what is published on the CORTECS dashboard. Continued use of the SERVICE constitutes acceptance of the displayed rates.

Markings of the SERVICE, in particular copyright notices, trademarks, serial numbers or similar, may not be removed, changed or made unrecognisable.

Online documentation is provided on an "as is" basis. CORTECS assumes no liability for the accuracy, completeness, or currency of these materials.

CORTECS provides technical support via email and community channels (e.g., Discord) on a "best effort" basis. While CORTECS aims to address issues promptly, no specific response times or resolution guarantees are owed under these standard Terms.

Service level commitments, uptime targets, and corresponding remedies (such as Service Credits) are not provided under these standard Terms and are governed exclusively by a separate, mutually agreed-upon Service Level Agreement (SLA) for eligible Enterprise CUSTOMERS.

To ensure data privacy, the SERVICE does not retain or log the input prompts or generated output data of the CUSTOMER. Consequently, CORTECS cannot and does not provide backup services for such content. The CUSTOMER is solely responsible for maintaining their own local archives of prompts and generated results.

6. Warranty, exclusion of liability and indemnification

CORTECS shall be entitled to remedy any defects by means of economically and technically reasonable workarounds.

CORTECS excludes liability for damages caused by slight negligence. In instances of gross negligence or willful misconduct, CORTECS's total cumulative liability is capped at the Total Fees paid by the CUSTOMER during the six (6) months immediately preceding the event. These limitations apply to all legal claims, including contract breaches, tort, and data loss, to the fullest extent permitted by applicable law.

CORTECS is not liable for lost profits.

CORTECS reserves the right to restrict access to the SERVICE in whole or in part, temporarily or permanently, due to maintenance work, capacity requirements and other events beyond its control.

The CUSTOMER shall indemnify CORTECS against all claims of third parties arising from actions of the CUSTOMER in connection with the use of the SERVICE.

CORTECS proceeds according to the respective state of the art, but does not guarantee absolute safety of the SERVICE.

For the avoidance of doubt, user errors and errors that are outside the sphere of CORTECS (including response times of upstream sub-processors or CUSTOMER infrastructure) shall not give rise to any claims.

7. Data protection and protection of business and trade secrets

With regard to data protection, the parties acknowledge two distinct processing roles:

- **Account Data (Controller Role):** For personal data related to account management, billing, platform authentication, and direct business correspondence, CORTECS acts as a Data Controller. This processing is strictly governed by the CORTECS Privacy Policy.
- **Payload Data (Processor Role):** To the extent that CORTECS processes personal data contained within the API requests routed through the Gateway (e.g., input prompts and generated output), CORTECS acts exclusively as a Data Processor on behalf of the CUSTOMER. This processing is strictly governed by the Data Processing Agreement (DPA) annexed to these Terms.

CORTECS is obliged to maintain confidentiality about the circumstances, data or business and trade secrets of the other party that have become known to it as a result of the existing business relationship and, in particular, to maintain data secrecy. These obligations to maintain data and business secrecy shall also apply beyond the contractual relationship.

8. Term of contract

The CUSTOMER may terminate this contractual relationship at any time, without providing reasons, by deleting the account or by sending an email to CORTECS. The termination takes effect immediately.

CORTECS may terminate the contractual relationship with a notice period of fourteen (14) days. The right to immediate termination for good cause (e.g., misuse of the SERVICE) remains unaffected.

Handling of Credits upon Termination:

- Credits that have not been consumed within 24 months of the last top-up transaction shall expire.
- Upon termination of the contract by either party, the CUSTOMER is entitled to a refund of their remaining unspent nominal credit balance. The 5% platform service fee applied at the time of the top-up transaction is non-refundable. Amounts below EUR 10.00 are not refundable. Refunds will be processed within thirty (30) days to the original payment method.

9. Place of jurisdiction and applicable law

This contractual relationship shall be governed by and construed in accordance with Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

The exclusive place of jurisdiction shall be the competent court in Vienna (1. District), Austria.

The place of fulfilment shall be the registered office of CORTECS.

10. Amendments of this Terms and Conditions

CORTECS is entitled to amend this service agreement at any time. CORTECS shall inform the CUSTOMER of such amendments by sending the amended terms and conditions to the e-mail address of the CUSTOMER. The CUSTOMER has the right to object to this amendment. If the CUSTOMER does not object within 14 days of the change being sent, it shall be assumed that the CUSTOMER has impliedly consented to the change in terms and conditions. Unilateral and objectively unjustified changes to the terms and conditions cannot be implemented in this way.

11. Further issues

Invalid provisions of individual parts of this contract shall not affect the validity of the remaining provisions. They shall be replaced by appropriate substitute provisions which, in the light of the purpose of the contract, come closest to what the contracting parties would have wanted if they had been aware of the invalidity. The same shall apply in the event of loopholes contrary to the contract.

This agreement supersedes any previously concluded oral or written agreements.

For reasons of better readability, no gender-specific differentiation is made. This is done without any intention of discrimination. All genders are addressed equally.