

# Terms & Conditions

1st, January 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.

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.

## 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.

Before the conclusion of the contract, the CUSTOMER must provide a valid payment method. The CUSTOMER establishes a credit balance by authorizing a top-up transaction. The contractual relationship is established upon the successful completion of this initial top-up. 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.

CORTECS may change the fees including by adding additional fees or charges, for example because the costs of the upstream providers have increased.

## 5. Use of the SERVICE

The CUSTOMER may only use the SERVICE offered by CORTECS for the intended purpose.

The Fees for the SERVICE are calculated based on usage (e.g. per token). CORTECS reserves the right to adjust these unit prices at any time to reflect changes in upstream provider costs or market conditions. Current pricing is always visible on CORTECS

dashboard. Continued use of the SERVICE after a price adjustment constitutes acceptance of the new 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.

Guaranteed support response times are available exclusively to CUSTOMERS who have entered into a separate Enterprise Agreement.

CORTECS targets 99.9% availability for the Routing Gateway per calendar month. Availability is defined as the Gateway's ability to:

- Receive valid API requests;
- Attempt to forward them to the configured Upstream Inference Provider (or backup);
- Return the resulting response to the CUSTOMER.

If a primary upstream provider fails, the Gateway is considered "Available" if it successfully attempts to route the request to the CUSTOMER'S configured backup provider.

CORTECS is not responsible for routing failures caused by:

- The simultaneous unavailability of configured upstream providers;
- The CUSTOMER'S failure to configure valid backup providers;
- Scheduled maintenance or emergency maintenance;
- Force majeure events.

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.

If CORTECS fails to meet the Uptime target in Clause 5.6, the CUSTOMER is eligible for Service Credits as their sole and exclusive remedy for such failure. The Service Credit Amount is calculated using the following components:

- Affected Usage Volume is the average hourly Usage Volume of the CUSTOMER during the month multiplied by the total number of full hours of Downtime.

- Credit Percentage is determined by the monthly Uptime level:
  - 10% for Uptime < 99.9% but ≥ 99.0%
  - 25% for Uptime < 99.0%
- The final Service Credit Amount is the product of the Affected Usage Volume and the Credit Percentage.
- To receive a reimbursement, the CUSTOMER must submit a written claim to CORTECS within thirty (30) days of the end of the month in which the Downtime occurred.
- Accepted credits are added to the CUSTOMER'S account balance, are non-transferable, and cannot be exchanged for cash.

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

The disclosure of data and information to the required business partners is permitted insofar as this is necessary for the fulfilment of the contractual relationship, legitimate interests and legal obligations (Art. 6 para (1) lit (b), (c) and (f) GDPR). In addition, 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.

To the extent that CORTECS processes personal data on behalf of the CUSTOMER (e.g., transiting prompts through the Gateway), the parties conclude the Data Processing Agreement (DPA) annexed to these Terms. The DPA forms an integral and inseparable part of this contract. By accepting these Terms & Conditions, the CUSTOMER also accepts the [DPA](#).

## 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 credit balance. 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.

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