

General Terms of Use

Melious AI GmbH

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§ 1 General Provisions, Scope of Application

(1) Melious AI GmbH (hereinafter "Melious AI") operates the Melious AI platform as a platform-as-a-service application (hereinafter "Platform"), by means of which customers can use AI-supported applications for the creation, analysis and processing of texts and data, create their own AI agents (so-called Blueprints), manage knowledge databases, and share and explore content via a community platform.

Following registration, each customer receives a user account from Melious AI. Where the customer is a company, the company account may be granted administrator rights (hereinafter "Customer Administrator"). The Customer Administrator may set up additional users up to the contractually agreed number with different access permissions via this account. Login may take place, at the customer's option, via one of the offered OAuth providers (Google, Microsoft, GitHub, Apple), via a passkey, or via the customer's own identity provider (IdP) using SAML, OpenID Connect or OAuth. Details of the data processed during registration can be found in the privacy policy. Alternatively, the user may log in to the Platform via a one-time login link (so-called Magic Link) sent to them by email.

(2) Use of the Platform is governed by the following General Terms of Use (hereinafter the "Terms of Use"), which are bindingly agreed between the user and Melious AI upon first access to the Platform. Insofar as special conditions for individual uses of the Platform deviate from the following terms of use, this is expressly indicated at the relevant place in the Platform. In such cases, the special terms of use shall additionally apply in the respective individual case.

(3) The Platform contains data and information of any kind that is protected by trademark and/or copyright law in favour of Melious AI or, in individual cases, in favour of third parties. It is therefore not permitted to download, reproduce and/or distribute the Platform as a whole or individual parts thereof. Permitted in particular is technically necessary reproduction for the purpose of browsing, insofar as this act does not serve commercial purposes, as well as permanent reproduction for personal use.

(4) Melious AI is entitled to collect and evaluate technical usage metrics (e.g. usage volume, function calls, page views) in anonymised form. This serves exclusively to improve the platform functions and to create internal statistics. User content (in particular chat inputs, uploaded data or AI-generated outputs) is not used for these purposes. Re-identification of individual companies or persons is excluded. Further details can be found in the privacy policy.

§ 2 User Account

(1) The Platform may also be used to a limited extent without registration. Full functionality requires prior registration. Following registration, users may use a free version of the Platform or opt for paid use. The conclusion of a paid subscription requires a registered user account.

(2) A personal login is always required to use the application. A user account may not be shared by several persons.

(3) Each person is entitled to maintain several user accounts, provided that at most one of them is a free account. The use of several free accounts by the same person is not permitted.

§ 3 Type and Scope of Services

(1) The Melious AI Platform is an AI-based software-as-a-service application (SaaS) for the digital support of workflows in the areas of text generation, image generation, data analysis, knowledge management and automation. The Platform uses artificial intelligence to assist users in the creation, analysis and processing of content. In addition, the Platform provides community functions that allow users to publish content they have created themselves and to share it with other users.

(2) Melious AI grants the user a non-exclusive right to use the Platform, limited to the duration of the contractual relationship, irrevocable, limited in terms of territory and subject matter to the contractual purpose, non-transferable and non-sublicensable. The scope of the usage rights results from the respective platform description and the selected tariff. The transfer of access to third parties, in whatever form, is not permitted without the prior written consent of Melious AI.

(3) Reverse engineering, decompilation and disassembly of the Platform are prohibited unless mandatory statutory provisions (in particular Section 69e of the German Copyright Act, UrhG) provide otherwise. The unauthorised transfer of the Platform or its components as well as use by unauthorised third parties are prohibited.

§ 4 User Obligations

(1) The user may only use the offer of Melious AI for the purposes described in § 3 of these terms of use.

(2) The user undertakes to provide true and complete information regarding their access data and to keep it up to date during the term of the contract by means of updating or notification to Melious AI.

(3) The user is obliged to keep their access data confidential and not to disclose it to third parties. The transfer of the possibility of use of the access and/or of a paid usage package to third parties is prohibited.

(4) It is incumbent upon the user to provide, at their own expense, the hardware and software required as well as a broadband internet connection for the use of the Platform. In particular, a current browser or client must be used. With outdated versions of the browser or client, display errors may occur.

(5) Users are prohibited from publishing or entering into the Platform, in particular via the community functions, inappropriate, offensive, racist, inciting, sexist, pornographic, violence-glorifying, rights-infringing, defamatory or libellous texts, content, images or other information (hereinafter "Inappropriate Content"). This also applies to inputs intended to cause the AI functions of the Platform to generate Inappropriate Content.

(6) In the event of the publication of Inappropriate Content within the meaning of the aforementioned paragraph 5, Melious AI is entitled to delete such content without delay and to temporarily, and in cases of repetition and/or serious cases also permanently, block the affected user.

(7) Users of the Platform are in particular obliged to:

- use the Platform fairly and in particular not to block it for other users through exploitation or overload of the services;
- ensure that (e.g. when transferring texts and data of third parties to Melious AI servers) all industrial property rights and copyrights are observed;
- check data and information for viruses before sending them and to use anti-virus software corresponding to the state of the art;

§ 5 Use of the Artificial Intelligence (AI) Integrated in the Platform

(1) The Platform uses artificial intelligence on the basis of open-weight models that are operated by third-party providers based in the European Economic Area (EEA). Processing generally takes place on servers within the European Union and the European Economic Area. Insofar as processors commissioned by us in turn use services outside the EEA, this is done in compliance with the General Data Protection Regulation (Art. 44 to 46 GDPR). A list of the processors used can be found at <https://melious.ai/legal/subprocessors>. Where separate terms of use apply to the use of these applications, Melious AI will point out their applicability to the customer.

(2) Users are obliged to use the Platform and the AI functions only in accordance with applicable law. In particular, the input of personal data of third parties into the AI functions is only permitted if the user is registered on the Melious AI Platform, has concluded a data processing agreement with Melious AI, and there is additionally a data protection legal basis for the use of the personal data. The responsibility for the lawfulness of the entered data lies with the user. Entering personal data in the free version of the Platform without registration as a user is expressly prohibited.

(3) Melious AI expressly points out that the results generated by the AI (hereinafter "Output") are based on probabilistic models and may therefore be incorrect, incomplete or factually wrong. The user is obliged to check the Output for accuracy and appropriateness on their own responsibility before each use or forwarding. The Output does not constitute professional advice and does not replace the judgement of a qualified professional.

(4) Insofar as the user uses or publishes AI-generated content vis-à-vis third parties, they must observe the applicable labelling obligations, in particular the requirements of Regulation (EU) 2024/1689 (EU AI Act).

§ 6 Intellectual Property Rights

(1) The user warrants that they hold the required rights (in particular copyrights, rights of personality, trademark rights) to the content they upload or publish, or that they are authorised to use them. For AI-generated content, the user bears responsibility for checking any third-party rights prior to publication.

(2) The user shall indemnify Melious AI against justified claims of third parties that are based on a culpable breach of the obligations under paragraph 1 by the user. Melious AI will inform the user without delay about claims asserted.

(3) Insofar as the user publishes content via the community functions, they grant Melious AI a non-exclusive right, limited to the duration of the publication, free of charge, to host, display and make this content accessible to other users within the scope of the Platform. The user may withdraw the publication at any time.

§ 7 Warranty and Liability of Melious AI

(1) Melious AI warrants a general availability of the Platform of 98.5% in the annual average of a calendar year. Melious AI carries out planned maintenance work, where possible, during low-usage periods and announces it, where possible, at least 48 hours in advance. Planned maintenance windows as well as downtimes due to force majeure or technical disruptions of the internet that are not within Melious AI's sphere of influence are not included in the calculation of availability.

(2) Melious AI takes appropriate technical measures to secure the data stored on the Platform. Irrespective of this, the user is responsible for the independent backup of their data and content, insofar as the Platform provides export options for this purpose. Assurances, guarantees or warranties beyond the statutory provisions are not granted unless otherwise agreed in individual cases.

(3) Melious AI, its legal representatives and vicarious agents shall be liable without limitation for damages caused by them in cases of intent or gross negligence. Liability does not extend to damages caused by improper or faulty use by the user; improper use exists in particular if the tool is used contrary to the terms of use or recommendations.

(4) In case of slight negligence, Melious AI shall be liable without limitation in the event of injury to life, body or health.

(5) Otherwise, Melious AI shall only be liable insofar as it has breached a material contractual obligation. Material contractual obligations are those obligations that are of particular importance for the achievement of the contractual purpose, as well as all those obligations whose culpable breach may jeopardise the achievement of the contractual purpose. In these cases, liability is limited to compensation for the foreseeable, typically occurring damage.

(6) Claims of the user under the Product Liability Act and under statutory warranty rights remain unaffected by these provisions.

§ 8 Data Protection

(1) The parties undertake to comply with all relevant data protection regulations, in particular Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) and the Federal Data Protection Act (BDSG). They shall ensure that all employees involved in the performance of the contract are bound to confidentiality and to the observance of data protection before taking up their activities (cf. Art. 28 (3) (b), Art. 29 GDPR).

(2) Insofar as the user transmits personal data of third parties to Melious AI within the framework of using the Platform and Melious AI processes this data on behalf of the user, a controller-processor relationship within the meaning of Art. 28 GDPR exists. In this case, the data processing agreement (DPA) to be separately concluded between the parties shall apply exclusively. The agreements of the DPA shall take precedence over the terms of use and GTC of Melious AI.

(3) Supplementary information on the type, purposes and scope of data processing as well as on the rights of data subjects can be found in the then-current privacy policy of Melious AI, which forms part of these terms of use.

§ 9 Contract Term and Termination

(1) The usage relationship for free user accounts is concluded for an indefinite period and may be terminated by either party at any time without observing a notice period.

(2) Paid subscriptions have a term of one month and are automatically extended by a further one month each, unless they are terminated before the expiry of the respective term. Termination may be declared at any time via the cancellation button provided in the account settings or in text form (e.g. by email to info@melious.de) and takes effect at the end of the current billing period.

(3) The right to extraordinary termination for good cause remains unaffected. A good cause for Melious AI exists in particular if the user repeatedly or seriously violates these terms of use despite a warning.

(4) Upon termination of the contractual relationship, the user's access to the Platform will be blocked. The user has the option to back up their data prior to termination via the export functions of the Platform. After expiry of an appropriate retention period (as a rule 30 days after termination), the user data will be deleted, unless statutory retention obligations conflict with this.

§ 10 Final Provisions

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). For consumers who have their habitual residence in another Member State of the European Union, the mandatory consumer protection provisions of the respective state remain unaffected.

(2) In the event of the invalidity of individual provisions of these terms of use, the validity of the remainder remains unaffected. In place of the invalid provision, the relevant statutory provisions shall apply.

(3) No oral or written side agreements have been made.

(4) If the user is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship between the contractual partner and Melious AI shall be the registered office of Melious AI GmbH. For consumers, the statutory jurisdiction rules apply.

(5) Melious AI reserves the right to amend these terms of use at any time with effect for existing and/or future contractual relationships, insofar as there is a legitimate interest for this (e.g. due to a change in the legal situation, supreme court rulings, technical changes or further development of the offer).

(6) The user will be informed of intended changes in a suitable manner in text form (e.g. by email or upon the next login) at the latest four weeks before the planned entry into force. The planned changes will be presented highlighting the amended provisions.

(7) If the user does not object to the change within four weeks of receipt of the change notice, the amended terms of use shall be deemed accepted. Melious AI will expressly point out the right of objection and the significance of the objection period in the change notice.

(8) If the user objects to the change in due time, the contractual relationship shall continue under the previous conditions; Melious AI is, however, entitled to terminate the contractual relationship observing an appropriate period, insofar as adhering to the contract is unreasonable for economic or factual reasons.

(9) A change of the main performance obligations is not permitted by this provision and requires the express consent of the user.

(10) Melious AI is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(11) This English version of these terms of use is a translation provided for convenience only. The German-language version is the original and the legally binding version. In the event of any divergence, ambiguity or conflict between this English translation and the German version, the German version shall prevail.