

General Terms and Conditions

for the use of Preep · Last updated: October 2026

Convenience translation. Only the German version (Preep_AGB.pdf) is legally binding.

§ 1 Scope

(1) These General Terms and Conditions (Terms) apply to all contracts for the use of Preep (web application, chat and email services) between Tim Dieter Eberhardt, Hauptstraße 297, 72525 Münsingen, Germany (the “Provider”) and the customer.

(2) Preep is aimed exclusively at businesses within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. No contracts are concluded with consumers.

(3) Deviating or additional terms of the customer do not become part of the contract, even if the Provider does not expressly object to them.

§ 2 Services

(1) Preep analyses publicly available information – in particular company websites, job postings, public tenders and press reports – and provides the customer with indications of possible business opportunities as well as context on companies and relevant roles.

(2) Preep is at an early stage of development. Features, data sources and presentation may change at any time.

(3) The indications are based on automated analysis. The Provider gives no warranty as to completeness, accuracy or timeliness and does not owe any particular commercial success. The indications do not constitute legal, HR or investment advice.

§ 3 Conclusion of contract and access

(1) The contract is concluded when the Provider activates access to Preep for the customer.

(2) The customer keeps its access credentials secret and informs the Provider without delay if it suspects misuse.

§ 4 Fees, free trial month and AI allowance

(1) Use of Preep is subject to a fee. The prices stated on the Preep website or in the offer at the time the contract is concluded apply. The monthly base price includes one user; each additional user incurs an additional monthly price. All prices are net prices plus statutory VAT. Deviating agreements in text form take precedence.

(2) Fees are invoiced monthly in advance and are payable without deduction within 14 days of the invoice date.

(3) Free trial month: new customers may test Preep free of charge once for one month. During the trial month, use of AI-based features (e.g. chat, analyses, summaries) is limited to a total of 2 million tokens per customer. The trial month ends automatically without notice of termination. A paid contract is only concluded if the customer expressly orders it in text form.

(4) AI allowance under a paid contract: use of AI-based features is included in the price up to 20 million tokens per user and calendar month. A token is the unit of text in which AI models process input and output (on average about three quarters of a word). Unused tokens expire at the end of the month. Once the allowance is reached, the Provider may restrict AI-based features until the end of the month; monitoring of companies and access to signals already generated remain unaffected. An additional allowance can be agreed separately.

(5) The Provider may adjust the AI allowances under paragraphs 3 and 4 if the prices charged by its providers of AI models or computing capacity change, but only to the extent required to offset that change in cost. If these costs fall, the allowance is increased accordingly. The Provider gives notice of an adjustment in text form at least four weeks before it takes effect. If the customer does not accept a reduction, it may terminate the contract with effect from the date the adjustment takes effect; the Provider points out this right in the notice.

(6) Only the trial month under paragraph 3 and the publicly accessible Preep demo are free of charge. Using the demo does not create a contract for the use of Preep.

§ 5 Availability

The Provider makes Preep available with the availability agreed in text form. If nothing has been agreed, the Provider strives for availability that is as uninterrupted as possible. Maintenance and further development may lead to temporary restrictions.

§ 6 Customer obligations

(1) The customer uses Preep only for its own business purposes and in accordance with applicable law. In particular, the customer is itself responsible for ensuring that its contact with third parties complies with data protection law (including the GDPR) and competition law (including § 7 of the German Act against Unfair Competition, UWG).

(2) It is prohibited to extract content from Preep automatically on a large scale, to pass it on to third parties or make it publicly available, or to impair the security of the service.

§ 7 Rights of use

(1) All rights to Preep, in particular to software, analyses and presentations, remain with the Provider. For the term of the contract, the customer receives a simple, non-transferable right to use Preep for its own purposes.

(2) The Provider may use feedback and suggestions from the customer free of charge to further develop Preep.

§ 8 Data protection and confidentiality

(1) The Provider's privacy policy applies to the processing of personal data. Where the Provider processes personal data on behalf of the customer, the parties conclude a separate data processing agreement (Art. 28 GDPR).

(2) Both parties treat non-public information of the other party that becomes known to them in the course of the cooperation as confidential.

§ 9 Liability

- (1) The Provider is liable without limitation for intent and gross negligence, for injury to life, body or health, under the German Product Liability Act and to the extent of any guarantee given.
- (2) In the case of slight negligence, the Provider is only liable for breach of an essential contractual obligation – one whose fulfilment makes proper performance of the contract possible in the first place and on whose observance the customer may regularly rely – and only up to the foreseeable damage typical for the contract.
- (3) Where Preep is provided free of charge (trial month, public demo), the Provider – subject to paragraph 1 – is only liable for intent and gross negligence.

§ 10 Term and termination

- (1) Term and notice periods follow from the agreement in text form. If nothing has been agreed, the contract runs for an indefinite period and may be terminated by either party with one month's notice to the end of a calendar month in text form.
- (2) The right to extraordinary termination for good cause remains unaffected.

§ 11 Changes to these Terms

The Provider may amend these Terms with effect for the future. It notifies the customer of changes in text form at least four weeks before they take effect. If the customer does not object within this period, the changes are deemed accepted; the Provider points out this consequence in the notification. In the event of an objection, either party may terminate the contract.

§ 12 Final provisions

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the Provider's domicile or registered office.
- (3) Should individual provisions be invalid, the validity of the remaining provisions remains unaffected.