Licence Agreement / Terms of Use

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> Courtesy translation. In case of discrepancies, the German version prevails.

between

Datafuse SRLs, Rosenheim 21, 39040 Laurein (BZ), Italy · VAT ID: IT03352290211 · Email (customer service): info@ratsch.bz

– hereinafter “Licensor” –

and

the natural or legal person or organisation that registers with Ratsch or purchases a package

– hereinafter “Licensee” –

Licensor and Licensee together also the “Parties”.

1. Subject matter

(1) The Licensor provides the Licensee with the “Ratsch” software as an internet-based service. In particular, the software enables meetings to be recorded, converted into text (transcription) and turned into meeting minutes, including summaries, task lists and decisions.

Depending on the package chosen and the settings activated, the software may also include in particular the following functions:

- integration with Microsoft 365 (calendar, notes/task functions and email)
- export in various formats
- attachments to the minutes
- sending minutes to meeting participants
- read link for sharing minutes without an account
- questions about your own minutes (only minutes of the account are searched)
- use via browser and via iPhone and Android apps
- import of recordings from Microsoft Teams
- user-specific correction memory that takes corrections into account only for the respective user

Microsoft Azure AI Foundry may be used as a sub-processor of the Licensor for transcription and AI-based processing. Microsoft 365 and Microsoft Graph for sign-in, calendar, notes and task functions and for sending from the user's own mailbox, on the other hand, are services of the Licensee or its organisation and not sub-processors of the Licensor.

(2) The specific description of services, packages, quotas, prices and billing intervals results from the offer chosen in each case (ordering process/order confirmation).

Note on the use of artificial intelligence: Ratsch uses artificial intelligence for transcription and analysis. AI-generated results may contain errors. The Licensee is responsible for checking the results, especially for important documents.

(3) The contract is concluded when the Licensee registers or takes out a subscription. Consent may be given electronically, in particular by means of a mandatory checkbox and subsequent confirmation. The Licensor documents the identity associated with the account, the accepted version or version number and the date and time of consent.

2. Scope and context of use

(1) The Licensee undertakes to use the software only in the actual context of use that is permissible for it. What matters is whether the use takes place:

a. in the Licensee's professional context, in particular by a company or other organisation;
b. in the Licensee's association-related or other organisational context;
c. in the exclusively personal or household context of a private individual.

(2) The Licensee classifies the use according to the actual context. It is not necessary to select a B2B/B2C processing mode for each meeting. The Licensor may display context-related notices and confirmations without technically requiring such a selection.

(3) Use outside the context of use permissible for the Licensee is not permitted. The Licensee must change the context of use or stop using the software if the actual circumstances change.

3. Responsibility for meeting content and data protection

(1) The Licensee is responsible for the processing of personal data in connection with meeting content, in particular audio recordings, transcripts, minutes, participant lists, attachments and sending and sharing data, and decides on its purposes and essential means.

(2) The Licensee ensures that meeting content is processed lawfully. In particular, it ensures:

a. an appropriate legal basis;
b. timely information of the data subjects;
c. respect for the rights of data subjects;
d. where necessary, a data protection impact assessment;
e. appropriate internal authorisation and access concepts.

(3) In the case of professional, association-related or other organisational use, the Licensee is the controller within the meaning of the GDPR. To that extent, the Licensor processes meeting content exclusively as a processor on behalf of and in accordance with the documented instructions of the Licensee.

(4) In the case of exclusively personal or household use, the household exemption may mean that no data processing agreement under Art. 28 GDPR is required between the user and the Licensor. The exemption only applies where the statutory requirements are actually met; it does not affect the Licensor's own data protection obligations for processing for which it is responsible. If the use is not exclusively personal or household-related, a valid data processing agreement is required.

(5) The Licensee is responsible for compliance with all applicable laws on the recording and processing of conversations. It informs the data subjects before processing begins and obtains consent only where it is required as the legal basis in the specific case. It documents any necessary consents and ensures that data subjects can exercise their rights. To the extent permitted by law, the Licensor accepts no liability for legal consequences arising from unlawful processing by the Licensee.

(6) Minimum age: an account of one's own may only be created by adults (at least 18 years of age). Minors may only use the service under supervision and with the prior consent of their parents or guardians, via an adult's account.

4. Separate data processing agreement

(1) Where the Licensor processes meeting content as a processor on behalf of the Licensee, the Parties conclude a separate data processing agreement for this purpose. In it, the Licensee grants the Licensor general prior authorisation to engage further processors. Changes or replacements are communicated via a continuously updated online list and a general notice at least 14 days before the planned use. The Licensee may object in text form within 14 days for an important data protection reason. If the objection cannot be adequately resolved, the Licensee may terminate the affected service with effect from the date of the change; further statutory rights remain unaffected.

(2) The data processing agreement is an independent contract and not part of this licence agreement. It may be concluded electronically together with the licence agreement or at a later date.

(3) In the case of professional, association-related or other organisational use, the Licensee may only have meeting content processed via the software if a valid data processing agreement has been concluded. Electronic acceptance of the data processing agreement is effective provided the Licensor documents the identity associated with the account, the accepted version or version number and the date and time of acceptance. In the case of exclusively personal or household use, this only applies where the household exemption does not apply.

5. Notices, confirmations, deletion and optional dialect recognition

(1) The Licensor is entitled to display notices which the Licensee must confirm before starting a recording or before using certain functions (e.g. sending minutes or sharing).

(2) Confirmations serve documentation purposes and can be made available to the Licensee as evidence. In particular, the type of use (e.g. recording/upload/sending via Microsoft), the text version of the notice displayed and the time of confirmation may be documented (without storing names or addresses of participants in the confirmation record). The Licensee remains responsible for actually complying with its obligations.

(3) Read links are time-limited by default (e.g. 90 days) and can be extended by sharing again; they end earlier if the Licensee switches off sharing or deletes/archives the minutes.

(4) Depending on the function selected, the summary, minutes, tasks and decisions are shared. The transcript and the audio recording are not shared.

(5) Deletion of content: individual or all recordings, transcripts and minutes can be deleted by the Licensee. On deletion, the audio recording is deleted immediately; the transcript and minutes are moved to an archive and permanently deleted there after 30 days. Recordings that have not yet been transcribed are first moved to a recycle bin for 7 days when deleted and then permanently deleted. Independently of this, audio recordings are automatically deleted 30 days after recording; the transcript and minutes are retained until they are deleted.

(6) Account deletion: when an account is deleted, access is deactivated immediately; data remains stored for 30 days and can be restored during this period. After 30 days, the data is irrevocably deleted. Billing data is retained for 10 years due to statutory obligations.

(7) The Licensor may offer an optional function with which meeting recordings are used to improve the general recognition of the South Tyrolean dialect in Ratsch. The function does not merely improve recognition for an individual Licensee. For this independent purpose, Datafuse SRLs is itself the controller and not a processor of the Licensee.

(8) Use for this purpose requires a separate, voluntary opt-in by the Licensee or the data subjects concerned and is not a prerequisite for using the other functions. Datafuse provides separate information for this purpose. The Licensee informs participants about the additional use before recording and obtains the necessary consents or other authorisations.

(9) A separate copy of the recording is made for dialect training. This copy is processed exclusively within the European Union and retained for a maximum of 24 months. Consent may be withdrawn at any time with effect for the future; after withdrawal, Datafuse deletes the copies stored for this purpose unless mandatory statutory retention obligations apply. Models that have already been trained may not be technically able to remove individual content.

(10) Without the separate consent pursuant to the preceding paragraphs, the Licensor does not use meeting recordings for dialect training, but only to provide the services requested by the Licensee, in particular to create its own transcript and minutes.

6. Rights of use

(1) For the term of this contract, the Licensor grants the Licensee a simple, non-transferable and non-sublicensable right to use the software in accordance with the contract.

(2) The Licensee may only use the software through its own employees or persons authorised by it. The Licensee is responsible for the access credentials.

(3) The Licensee retains all rights to its recordings, transcripts and documents generated from them. The Licensor does not claim ownership of this content.

(4) The Licensee grants the Licensor a limited licence, required to provide the service, to process the content contributed by the Licensee, e.g. for transcription, summarisation and creation of minutes. This licence does not cover optional use for the independent purpose of dialect training under section 5 (7) to (10); the separate information and consent set out there apply.

7. Obligations of the Licensee

In particular, the Licensee undertakes:

a. not to process unlawful content;
b. not to use the software to infringe the rights of third parties;
c. to take appropriate organisational measures to prevent unauthorised access to meeting content;
d. to observe the system requirements and operating instructions.

The following uses are expressly prohibited:

- recording conversations without an appropriate legal basis or without the necessary information of data subjects or their consent, where required
- use for illegal, fraudulent or harmful activities
- recording content that infringes the rights of third parties
- circumventing security functions or access restrictions
- automated mass requests or overloading the servers
- passing on access credentials or accounts to third parties
- reselling or commercially sublicensing the service
- use for training own AI models without the Licensor's written permission
- use by minors without the prior consent of their parents or guardians

In addition, the Licensee undertakes in particular:

- to provide truthful information when registering
- to keep contact details up to date
- to keep access credentials secure
- to report any suspicion of unauthorised access without delay

The Licensee is responsible for all activities under its account.

8. Availability and maintenance

(1) The Licensor strives for high availability of the software but does not guarantee 100% availability. Where possible, the Licensor announces maintenance work in advance.

(2) The Licensor is entitled to further develop and update the software, provided this does not significantly impair the purpose of the contract.

(3) Customer service can be reached by email at info@ratsch.bz. The Licensor usually responds within two working days.

9. Remuneration

(1) The prices agreed at the conclusion of the contract apply. Current prices and packages can be viewed on the website and in the software. Unless otherwise stated, prices are exclusive of VAT (currently 22%). Subscriptions are billed monthly or annually in advance; annual subscriptions may be discounted compared to monthly payment.

(2) Payments are processed via Stripe Payments Europe Ltd. (Ireland). Stripe may process data within the scope of its own responsibilities, in particular for fraud prevention and compliance

with legal obligations, and transfer data within the Stripe group, including to Stripe, Inc. (USA). Invoicing may take place via Fatture in Cloud (Italy); Striptu may be used to transmit the necessary invoice data. Email and minutes may be sent via Hostinger without Microsoft 365 or Microsoft Graph. The Licensor does not store complete payment data and is entitled to issue invoices electronically.

(3) Subscriptions renew automatically unless the Licensee cancels before expiry. Cancellation can be declared in the settings and takes effect at the end of the current billing period.

(4) Refunds: amounts already paid are generally not refunded. Mandatory claims in the event of non-performance or defective performance and statutory consumer rights (in particular rights of withdrawal) remain unaffected.

(5) Price changes: the Licensor may change prices. Existing subscriptions keep the previous price until the end of the current term. The Licensor gives at least 30 days' notice before a price increase takes effect.

(6) Credit: in addition to a subscription, the Licensee may use the service – depending on the offer – via credit. Credit is generally valid for 12 months from being credited and expires thereafter. Consumption and offsetting rules (e.g. subscription minutes first, then credit) result from the product conditions displayed in the software.

(7) The conditions displayed at checkout apply to the purchase of credit. Where a statutory right of withdrawal exists for the purchase or is expressly granted at checkout, the Licensee may exercise it in accordance with the information provided there and mandatory statutory provisions.

10. Term and termination

(1) The term of the contract results from the subscription booked.

(2) The Licensor may terminate the contract for good cause or block the account, in particular if the Licensee violates these terms of use, uses the service for illegal purposes or fails to pay outstanding amounts despite a reminder. The Licensor may also discontinue the service altogether; in this case, reasonable advance notice will be given.

If the Licensee is a consumer, termination for good cause does not affect its mandatory rights. Where advance payments have been made and the Licensor discontinues the service without good cause before the end of the paid term, the Licensor refunds the prepaid fees pro rata for the unused period.

11. Liability

(1) To the extent permitted by law, the Licensor is not liable for indirect damage, loss of profit or loss of data, for errors in AI-generated transcriptions/summaries, or for damage caused by third-party services (e.g. Microsoft, Stripe), force majeure or circumstances beyond the Licensor's control, or by unauthorised access to the Licensee's account.

(2) To the extent permitted by law, the Licensor's maximum liability is limited to the amount paid by the Licensee to the Licensor in the 12 months preceding the damaging event, but at least EUR 100.00. This limitation does not apply in the case of intent or gross negligence or in the case of injury to life, body or health.

(3) The service is provided “as is”. The Licensor does not guarantee that the service will be error-free, uninterrupted or suitable for a particular purpose; AI results may be inaccurate, incomplete or incorrect. Mandatory statutory rights remain unaffected.

(4) Indemnification: the Licensee indemnifies the Licensor against third-party claims arising from the Licensee's culpable use of the service, in particular from recordings without the necessary consent, infringement of third-party rights or violations of applicable law.

12. Confidentiality

(1) The Parties undertake to keep confidential information secret.

(2) This obligation does not apply where disclosure is required by law.

13. Final provisions

(1) Amendments and additions require text form.

(2) Should any provision be invalid, the remainder of the contract remains effective.

(3) Italian law applies. For Licensees who use the service in a professional, association-related or other organisational context, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is – to the extent permitted by law – the competent court in Bolzano, Italy.

For Licensees who are consumers and use the service exclusively for personal or household purposes, the mandatory places of jurisdiction at the consumer's place of residence or habitual abode apply. For consumers resident in the EU, the mandatory consumer protection provisions of the country of residence also apply.

(4) Changes to these terms of use: the Licensor may change these terms of use where there is an objective reason (e.g. changes in law, extension of functions, security requirements). In the case of material changes, the Licensor informs by email at least 30 calendar days in advance. If the Licensee does not agree with the changes, it may terminate before they take effect; continued use after they take effect is deemed consent.

Acceptance takes place electronically (checkbox at registration or purchase). Datafuse documents the accepted version, the identity of the account and the date and time; no signature is required.