

Terms of Use

As of: **October 2026** · supersedes the version of 10 January 2023 · Convenience translation – the German version is binding

Provider (information pursuant to § 5 DDG (Digital Services Act, Germany))

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These Terms of Use consist of Part A for Customers and Part B for the Users invited by the Customer.

Part A – Terms of Use for Customers

1 Scope and contractual components

- 1.1** These Terms of Use govern the use of the BetterCo platform and the associated interfaces (the “Services”). The contracting party is Founders1 GmbH (“BetterCo”, “we”).
- 1.2** The Services are directed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law (the “Customer”). Contracts with consumers are excluded.
- 1.3** The contract consists of the Order Form or the booking on the platform, these Terms of Use, the Data Processing Agreement and its annexes (“DPA”) and, where the Customer is a professional secrecy holder, the Professional Secrecy Agreement (together the “Agreement”). A professional secrecy holder is a Customer subject to a duty of confidentiality under § 203(1) StGB (German Criminal Code); the Customer states this in the Order Form. The Customer concludes the DPA and the Professional Secrecy Agreement together with the Main Agreement in text form; we confirm their conclusion in text form, with the full texts. Any person concluding the Agreement on behalf of the Customer warrants that they are authorised to do so.
- 1.4** In the event of conflict, the following order of precedence applies: (1) the Order Form, (2) for data protection matters the DPA and for confidentiality matters the Professional Secrecy Agreement, (3) these Terms of Use, (4) all other referenced documents. The Customer's general terms and conditions do not form part of the Agreement, even if we do not expressly object to them.

2 Services

- 2.1** The Services support the Customer in onboarding and identifying its clients and contractual partners, the persons acting on their behalf and the beneficial owners, in retrieving public registers, in screening against sanctions, PEP and adverse media lists, in risk assessment and in documentation. The scope is set out in the Order Form and the service description.
- 2.2** We provide the Services as software over the internet. The Customer is responsible for internet access and an up-to-date browser.
- 2.3** We use commercially reasonable efforts to keep the Services available around the clock, excluding scheduled maintenance. We announce in advance maintenance windows expected to last more than 60 minutes. We owe a specific level of availability only where the Order Form commits to it.
- 2.4** We provide support on business days (Monday to Friday, excluding nationwide public holidays) from 9:00 to 17:00. We aim to respond to enquiries within three business days.
- 2.5** We continue to develop the Services. We will not materially restrict essential functions during a current contract term.
- 2.6** Functions labelled “Beta” or similar are provided for testing purposes. No availability or functionality commitments apply to them; clause 11 remains unaffected.
- 2.7** Statements about future functions are declarations of intent and do not form part of the Agreement.

3 Identification and verification

- 3.1 The Services connect the Customer or its contractual partners with identification procedures, including identification by video transmission via connected service providers (the "Procedure").
- 3.2 The video identification Procedure follows, as an industry-standard benchmark, the requirements of Circular 3/2017 (GW) of the Federal Financial Supervisory Authority (BaFin). For Customers not supervised by BaFin, no separate rules exist. Whether a Procedure is permissible for fulfilling the Customer's anti-money laundering obligations is assessed by the Customer on its own responsibility in accordance with the requirements of its supervisory authority.
- 3.3 For the identification procedures, the Customer generally concludes its own agreements with the identification service providers, in which they undertake towards the Customer to comply with the regulatory requirements. We are not responsible for the service providers' performance under these agreements; our obligation to provide the connection within the Services remains unaffected.
- 3.4 The data obtained in the Procedure are stored in the Customer's account and are directly retrievable by the Customer during the contract term. They are not disclosed to other customers.
- 3.5 Results of the Services, in particular identification and screening results and information pre-filled by artificial intelligence, are aids. Information pre-filled by artificial intelligence is labelled as such and must be reviewed before it is adopted. Fulfilment of the due diligence obligations under the German Anti-Money Laundering Act (GwG) and the decision on the business relationship rest solely with the Customer.

4 Customer and Users

- 4.1 The Customer may grant employees and agents access to the Services (the "Users"); the scope is set out in the Order Form. Only the Customer may give us instructions regarding User accounts; it manages accounts, roles and permissions.
- 4.2 The Customer ensures that its Users are at least 18 years old and comply with the Agreement, in particular the usage rules under clause 4.6, and with the Terms of Use for Users (Part B). It is responsible for the acts of its Users.
- 4.3 The Customer and its Users keep access credentials secret, use the multi-factor authentication offered and notify us without undue delay of any suspected misuse.
- 4.4 The Customer is responsible for the content that it and its Users upload to the Services and, as controller, for the lawfulness of the processing of personal data. It informs its Users of the settings and policies relevant to their use.
- 4.5 In the event of a material breach of the Agreement, we will first request the Customer to remedy it. If the Customer does not take appropriate measures, or if serious harm to us, the Services, Users or third parties is imminent, we may remove content or block access to the extent necessary to avert it.
- 4.6 When using the Services, it is in particular prohibited
 - a) to pass on access credentials to third parties or to let other persons use a personal account,
 - b) to upload content that infringes third-party rights or is otherwise unlawful,
 - c) to upload or distribute malware,
 - d) to circumvent security or access restrictions or to gain unauthorised access to the Services or connected systems,
 - e) to query the Services by automated means other than through the interfaces and APIs provided by us,
 - f) to decompile or reverse engineer the software of the Services, except as permitted by §§ 69d, 69e UrhG (Copyright Act),
 - g) to use the Services to develop a competing product,
 - h) to make the Services available to, sublicense them to or resell them to third parties without agreement,
 - i) to use other Users' contact details outside the Services without their consent.

5 Fees and payment

- 5.1** The fees are set out in the Order Form or the booking on the platform. They are exclusive of statutory VAT and payable in advance.
- 5.2** We issue invoices by e-mail. They are payable without deduction within 15 days of the invoice date.
- 5.3** If the Customer is more than 30 days in default with undisputed fees, we may restrict the Services until payment in full, after giving at least 10 days' prior notice. Access to the Customer's own data for export purposes is preserved.
- 5.4** Promotional credits expire at the end of the Agreement; they are not paid out.
- 5.5** The Customer may set off only undisputed claims or claims established by final judgment.

6 Term and termination

- 6.1** The term is set out in the Order Form. Unless otherwise provided there, the Agreement renews for successive periods of one year, or of the preceding term if shorter, unless terminated with 30 days' notice to the end of the term. The fees remain unchanged during the renewal period.
- 6.2** The right to terminate for cause without notice remains unaffected. Cause exists in particular if the other party materially breaches the Agreement and fails to remedy the breach within 30 days of being requested to do so, or if the Services are used in breach of applicable law.
- 6.3** If the Customer terminates for cause, we refund fees paid in advance for the period after termination takes effect. If we terminate for cause for which the Customer is responsible, the Customer owes the fees until the end of the agreed term, less our saved expenses.
- 6.4** Notices of termination must be given in text form; notices of termination to us must be sent to legal@betterco.ai.

7 Data at the end of the Agreement

- 7.1** The data uploaded by the Customer and its Users belong solely to the Customer. The Customer may export them during the term.
- 7.2** After the end of the Agreement, we return or delete the data at the Customer's option; time limits and the deletion log are governed by the DPA. Before deletion, we draw attention to the option to export.
- 7.3** The Customer fulfils its own retention obligations, in particular under § 8(4) GwG, on its own responsibility.

8 Data protection, security and confidentiality

- 8.1** Where we process personal data on behalf of the Customer, the DPA applies. The technical and organisational measures are described in an annex to it.
- 8.2** We use the Customer's data exclusively to perform the Agreement and not for our own purposes. In particular, they are not used to train artificial intelligence models.
- 8.3** For Customers who are professional secrecy holders, the Professional Secrecy Agreement under § 203 StGB applies in addition.
- 8.4** To provide the Services, we engage our employees and the sub-processors named in the annex to the DPA. We are responsible for ensuring that they comply with the obligations under the Agreement.
- 8.5** Information on the processing of personal data for which we are ourselves the controller is provided in the Platform Privacy Policy.

9 Rights

- 9.1** For the contract term, the Customer grants us the non-exclusive right to process its data to the extent necessary to provide and maintain the Services, to handle security and support cases, to comply with legal obligations, or as expressly permitted by the Customer. The Customer warrants that it holds the rights required for this.

- 9.2** All rights in the Services remain with us. For the contract term, we grant the Customer and its Users the non-exclusive, non-transferable and non-sublicensable right to use the Services in accordance with the Agreement.
- 9.3** The Customer grants us a free-of-charge, perpetual and transferable right to use feedback and suggestions for improvement relating to the Services.
- 9.4** If the Customer activates third-party integrations or applications that are not sub-processors under the DPA, the contractual relationship in respect of them exists solely between the Customer and the third-party provider. We transmit data to such providers only at the Customer's instigation and are not responsible for their processing.

10 Defects

- 10.1** We warrant that the Services substantially conform to the service description. The Customer reports defects without undue delay in text form with a comprehensible description; we remedy them within a reasonable period.
- 10.2** Strict liability for defects already present at the time the Agreement was concluded (§ 536a(1), first alternative, BGB) is excluded.

11 Liability

- 11.1** We are liable without limitation for intent and gross negligence, for injury to life, body or health, under the ProdHaftG (German Product Liability Act), to the extent of any guarantee assumed, and for fraudulent concealment of a defect.
- 11.2** In cases of simple negligence, we are liable only for breach of material contractual obligations, i.e. obligations whose fulfilment is essential to the proper performance of the Agreement and on whose observance the Customer may regularly rely. Liability is then limited to the foreseeable damage typical of the contract and, per contract year, in total to no more than the higher of the following amounts: the annual fee agreed for that contract year or EUR 500,000. For damage resulting from breach of obligations to protect personal data or of professional secrecy, the maximum amount is EUR 1,000,000 per contract year.
- 11.3** Otherwise, liability is excluded. The limitations apply to all bases of claim and also for the benefit of our corporate bodies, employees and vicarious agents.
- 11.4** Liability towards data subjects under Art. 82 GDPR remains unaffected.

12 Indemnification

- 12.1** The Customer indemnifies us against third-party claims based on a breach of the Agreement for which the Customer or its Users are responsible, in particular on unlawful content or unlawful processing, including the reasonable costs of legal defence. We inform the Customer of such claims without undue delay and enable it to conduct the defence.

13 Confidentiality

- 13.1** Each party treats the other party's confidential information as confidential, protects it with at least reasonable measures and uses it only to perform the Agreement. The Customer's confidential information includes in particular its data in the Services; ours includes Order Forms and non-public product and business information.
- 13.2** Information is not confidential if it is or becomes publicly known without breach of duty, was already known to the receiving party, or was lawfully received by it from third parties or developed by it independently. Disclosure to advisers bound to confidentiality is permitted.
- 13.3** If a party is required by law or by a public authority to disclose information, it informs the other party in advance where permissible and provides reasonable assistance if the other party wishes to oppose disclosure.
- 13.4** The obligations under this clause survive the end of the Agreement.

14 Use as a reference

- 14.1** We may name the Customer's company name and logo as a reference. The Customer may object to this at any time by e-mail to hello@betterco.ai.

15 Changes to these Terms of Use

- 15.1** We may amend these Terms of Use with effect for the future where this is necessary solely for one of the following reasons: a change in the law or in supreme court case law, the introduction of new functions, or security requirements. The balance between performance and consideration will not thereby be altered to the Customer's detriment. Changes to the fees, the principal obligations, liability under clause 11, the level of protection of the DPA and the obligations under the Professional Secrecy Agreement require an agreement.
- 15.2** We notify changes in text form at least six weeks before they take effect. If the Customer does not object before they take effect, the changes are deemed accepted; we point out this consequence in the notification. If the Customer objects, either party may terminate the Agreement as of the date the changes take effect.
- 15.3** Changes to the DPA are governed by its provisions.

16 Final provisions

- 16.1** Notices are given in text form. Legal notices to us, in particular notices of termination, notifications of defects and claims, must be sent to legal@betterco.ai, all others to hello@betterco.ai. We may also notify the Customer via the Services.
- 16.2** Neither party is liable for failure to perform its obligations due to events beyond its reasonable control, such as attacks on network infrastructure, utility outages, strikes, war, terrorism or acts of public authorities.
- 16.3** The parties are independent contracting parties. The Agreement does not create any rights for third parties.
- 16.4** The assignment of rights or transfer of obligations under the Agreement requires the prior consent of the other party, which may not be unreasonably withheld. Transfer of the Agreement as a whole in connection with a reorganisation or the sale of the business is permitted without consent. § 354a HGB (Commercial Code) remains unaffected.
- 16.5** The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with the Agreement is Berlin, where the Customer is a merchant, a legal entity under public law or a special fund under public law. We are also entitled to sue the Customer at its registered office.
- 16.6** Should any provision be or become invalid, the validity of the remaining provisions remains unaffected; the statutory provisions apply.
- 16.7** The German version of these Terms of Use is binding.

Part B – Terms of Use for Users

1 Scope

- 1.1** These Terms of Use apply to persons whom a BetterCo Customer has invited to the Services as Users. They constitute a contract between you and Founders1 GmbH.
- 1.2** Your access is based on the Agreement between the Customer, usually your employer or principal, and us (Part A).

2 The Customer's role

- 2.1** The Customer sets up your account, assigns roles and permissions and may terminate your access at any time. You process the data you enter into the Services on behalf of the Customer; the Customer decides on them.
- 2.2** The Customer informs you of its policies and of settings relating to the processing of data. Please direct any questions on this to the Customer.

3 Basic rules

- 3.1** You must be at least 18 years old and the intended recipient of the invitation.
- 3.2** You comply with the usage rules under Part A clause 4.6 and the Customer's policies, keep your access credentials secret and use the multi-factor authentication offered. Please report misuse or inappropriate content to the Customer and to us.

4 End of access

- 4.1** Your access ends when the Customer terminates it or the Agreement between the Customer and us ends. If you wish to close your account, please contact the Customer.
- 4.2** In the event of a material breach of these Terms of Use, we may block your access if the Customer does not take appropriate measures or serious harm is imminent.

5 Liability

- 5.1** Part A clause 11 applies mutatis mutandis to our liability towards you.
- 5.2** Unless you are yourself a Customer, you are liable to us for breaches of these Terms of Use only in cases of intent and gross negligence.

6 Data protection

- 6.1** How we process your account data is described in the Platform Privacy Policy.

7 Changes

- 7.1** We inform you of material changes to these Terms of Use by e-mail or via the Services a reasonable time before they take effect. If you do not agree with a change, you may stop using the Services.

8 General

- 8.1** The governing law and place of jurisdiction under Part A clause 16.5 apply. The German version is binding.
- 8.2** Please send legal notices to us to legal@betterco.ai, all others to hello@betterco.ai. Postal address: Founders1 GmbH, Berger Straße 224, 60385 Frankfurt am Main.