



LEGAL DOCUMENT

General Terms and Conditions

For demo, self-service and enterprise offerings of uxspire. Exclusively B2B.

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uxspire GmbH · Stichesstr. 107 · 51377 Leverkusen · Germany
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01

Scope and contracting parties

These GTC apply to all contracts for the use of the Software-as-a-Service services, demo access, self-service plans and other digital offerings of **uxspire** provided by **uxspire GmbH**, Stixchesstr. 107, 51377 Leverkusen, Germany, which are concluded via **uxspire.com**, the associated product areas or by individual contract.

Contracts are concluded exclusively with entrepreneurs within the meaning of **§ 14 BGB (German Civil Code)**, legal entities under public law or special funds under public law. By registering, booking or using the services, the customer confirms that it is not acting as a consumer. A statutory right of withdrawal for consumers therefore does not exist.

Deviating, conflicting or supplementary terms of the customer shall only become part of the contract if uxspire has expressly agreed to their applicability in text form.

02

Subject matter of the contract and order of precedence of the contractual documents

uxspire provides cloud-based analytics software as well as related functions, demo access, support and administrative services. The specific scope of services, the modules included, usage quotas, terms, pricing parameters and any limitations result from the respective booked plan, the Stripe checkout, the service description on the website or an individual offer.

In these GTC, "customer" means the organisation named in the checkout, registration, offer or an enterprise contract. "Users" are the persons created or authorised by the customer. "Customer data" means content, configurations, feedback, survey, study, end-user and other data that the customer or its end users enter into or collect through the platform. Account, billing, security and communication data may be processed by uxspire as controller in accordance with the Privacy Policy.

In the event of contradictions, the following order of precedence applies: individual offers, order forms or enterprise contracts take precedence over a separately agreed SLA, which in turn takes precedence over a DPA for data protection-related processing matters, followed by these GTC. The Privacy Policy applies to the informational transparency regarding uxspire's own processing activities as controller.

The presentation of services, prices and features on the website does not constitute a legally binding offer, but rather an invitation to submit a booking or enquiry.

03

Conclusion of contract, demo and commencement of services

For self-service plans, the contract is concluded upon successful completion of the Stripe checkout process provided by uxspire. Before submitting the order, the customer can review and correct its entries using the functions provided in the checkout. uxspire makes the incorporated contractual documents available before conclusion of the contract; the electronic contract confirmation is then sent via the email address provided in the booking process or via the billing interface provided.

Demo access can be obtained by registering for a trial account. The demo begins immediately upon creation of the demo account, does not require the provision of payment or credit card data and runs for **14 days**.

After the demo expires, the account is automatically transferred to a **read mode**, unless a paid plan is booked or an upgrade is carried out before the demo expires. The demo serves solely for evaluation purposes; there is no entitlement to an unchanged scope of functions, productive suitability, permanent availability or support services during the demo.

For paid self-service plans, the service begins immediately after successful Stripe checkout and technical activation. Enterprise services are provided in accordance with a separate agreement and regularly only after manual setup of the customer account by uxspire. There is no entitlement to the conclusion of a contract.

04

Term, renewal and termination

The term of paid self-service plans is governed by the billing period selected at conclusion of the contract. Monthly plans run for one month at a time, annual plans for one year. Unless terminated before the end of the current billing period, the contract is automatically renewed for the respectively re-selected billing period.

Terminations of self-service plans take effect at the end of the respective current billing period. They should primarily be declared via the provided billing administration or the Stripe Customer Portal inside the app. Alternatively, self-service customers may terminate in text form by email to support@uxspire.com in compliance with the applicable contractual notice periods if the billing administration or Stripe Customer Portal is unavailable or cannot be used. Such terminations are handled by the responsible persons at uxspire. Enterprise customers can additionally terminate in text form to the contact details stated in the imprint within the applicable notice period. The right to extraordinary termination for good cause remains unaffected.

Upon the end of the contract, the right to actively use the booked services ends. uxspire may subsequently restrict access to read access or deactivate it entirely, provided that no statutory obligations or deviating agreements conflict with this.

05

Prices, payment, upgrades and suspension

The prices stated in the checkout, in the billing interface or in the individual offer are decisive. Unless otherwise stated, all prices are in **EUR** plus statutory value added tax. Payment is made via **Stripe**; credit card payments, Amazon Pay, Apple Pay, Google Pay, SEPA direct debit and bank transfer are currently enabled there. Invoices and billing-relevant documents are provided electronically.

Upgrades to a higher plan are possible at any time and generally take effect immediately. Downgrades or changes to a lower plan generally only take effect at the end of the current billing period. For billing periods that have already begun, no pro rata refund or credit is granted in the event of downgrades or terminations, unless mandatory law or an express individual agreement provides otherwise.

If the customer is in default with a due payment, uxspire is entitled to temporarily suspend access to the account in whole or in part if the payment arrears are not settled within **7 days** of the due date. The suspension ceases after full settlement of the outstanding amount, provided that reactivation is reasonable for uxspire. Further statutory claims remain unaffected.

06

Information on electronic commerce

For self-service bookings, the contract is concluded electronically via the Stripe checkout provided by uxspire. The customer selects the desired plan and billing period in the app, is redirected to Stripe Checkout, reviews the order, billing, payment and tax details there and bindingly completes the booking by completing the checkout process.

The customer can correct input errors before completing the booking using the functions provided in Stripe Checkout or cancel the checkout and restart the booking. After completion of the booking, billing- or contract-related corrections can be requested via the billing administration, the Stripe Customer Portal or the contact details stated in the imprint.

The incorporated contractual documents, in particular these GTC, the DPA, the Privacy Policy, the service description and the pricing information, are made available online before conclusion of the contract and can be saved or downloaded as PDF by the customer. Invoices, payment confirmations and billing-relevant documents are provided electronically via Stripe, by email or via the provided billing interface. Any further customer-specific contract text is provided after conclusion of the contract only if this has been expressly agreed or is mandatory by law.

The contract language is German. Translations of these GTC or other legal documents are provided for information and easier understanding; in the event of deviations or questions of interpretation, the German version prevails.

uxspire is not subject to any specific code of conduct within the meaning of Art. 246c EGBGB.

07

Use of the services and obligations of the customer

The customer uses the services exclusively for its own business purposes and within the contractually agreed scope. It is responsible for the accuracy of its information at registration, booking and ongoing contract administration as well as for the secure safekeeping of access credentials of its users.

The customer ensures that only authorised persons receive access, keeps roles and permissions up to date and informs uxspire without undue delay if access credentials have been compromised or security-relevant misuse of the account is suspected.

- The customer ensures that the use of the services, the integrated websites and the transmitted content are lawful and do not infringe any third-party rights.
- The customer remains responsible for its data protection information obligations, legal bases, consents and the lawfulness of the data processing initiated by it, provided that uxspire is not itself the controller.
- The customer is solely responsible for configuring surveys, studies, questions, answer options, free-text fields, snippet integrations, exports and analyses. uxspire does not review customer-created content in advance for lawfulness, permissibility or suitability.
- The customer may not use the services for unlawful, deceptive, hidden, discriminatory, harassing or otherwise impermissible data collection. This applies in particular to integrations in environments where required privacy notices, legal bases, consents or objection options are not ensured.
- The customer may not deliberately collect or analyse via the services any special categories of personal data pursuant to Art. 9 GDPR, data relating to criminal convictions or offences, data of minors, health data, HR or applicant data, financial or insurance data, or data for discriminatory profiling, scoring or decisions with legal or similarly significant effects, unless this has been expressly agreed in text form in advance and legally safeguarded.
- The customer may not use the services in an abusive, security-endangering or performance-impairing manner. Prohibited in particular are unauthorised load or security tests, circumvention of technical

protective measures, automated read-out outside the intended interfaces, reverse engineering, resale or sublicensing without the express consent of uxspire, unless mandatory law permits otherwise.

- The customer must, in its own interest, ensure an appropriate backup and timely export of its data, to the extent that this is technically possible and reasonable.

08

Support, availability and further development

For paid self-service plans, uxspire offers general support by email. There is no entitlement to support for demo access. uxspire only owes binding response or recovery times if these have been expressly agreed in a separate SLA or an enterprise contract.

uxspire does not owe trouble-free or uninterrupted availability at all times. Maintenance windows, security-related interruptions, technical disruptions, force majeure as well as restrictions caused by third-party providers or telecommunications networks may temporarily impair usability.

uxspire is entitled to further develop, adapt or technically modify the services, provided that the essential core functions of the booked plan are not unreasonably impaired thereby or the change is necessary for security, legal, abuse prevention or integration reasons.

09

Data processing on behalf and data protection

Information about processing activities of uxspire as controller, in particular on the website, in connection with contact enquiries, in billing and with regard to demo or customer accounts, can be found in the [Privacy Policy](#).

Insofar as uxspire processes personal data on behalf of the customer within the scope of the SaaS, demo, self-service or enterprise services, the parties shall conclude a **data processing agreement pursuant to Art. 28 GDPR** before or at the latest upon commencement of productive processing. The [online DPA](#) may be provided and incorporated via the booking or onboarding process, the customer account, an order form or individually. For questions of data processing on behalf, sub-processors, technical and organisational measures as well as the deletion or return of customer data, the DPA takes precedence over these GTC.

The customer remains the controller for the lawfulness of the processing of personal data initiated by it. uxspire processes such data exclusively within the scope of the contractual agreements, the DPA and documented instructions of the customer, unless uxspire is exceptionally the controller itself.

uxspire is entitled to temporarily suspend, restrict or reject projects, content, integrations or accounts if there are concrete indications of unlawful use, impermissible data categories, a risk to data subject rights, security risks or significant reputational risks for uxspire. Further contractual and statutory rights remain unaffected.

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Rights of use, intellectual property rights and confidentiality

For the duration of the contract, the customer receives a simple, non-exclusive, non-transferable and non-sublicensable right to use the booked services within the contractually agreed scope for its own internal business purposes. The customer does not acquire any rights to the source code, trademarks, signs, designs, data models or other intellectual property rights of uxspire, unless this is expressly agreed.

All rights to the software, the websites, the documentation, the trademarks, layouts, content and other work results remain with uxspire or the respective rights holders. Insofar as the customer provides content, data or other materials, it grants uxspire the rights of use required to perform the contract.

Both parties treat confidential information of the respective other party confidentially and use it only to perform the contract. Excluded from this is information that is obvious, was lawfully obtained from third parties or must be disclosed due to statutory obligations.

11 Notification of defects and liability

The customer shall notify uxspire of any recognisable defects or disruptions without undue delay and shall support uxspire to a reasonable extent in their analysis and remedy. uxspire provides the services with the care customary in business dealings.

uxspire is liable without limitation for intent and gross negligence as well as in the case of injury to life, body or health. In the case of simple negligence, uxspire is only liable in the event of a breach of a material contractual obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on whose compliance the customer may regularly rely; in this case, liability is limited to the foreseeable damage typical for the contract.

Liability under the German Product Liability Act (Produkthaftungsgesetz), in the case of assumed guarantees or due to fraudulently concealed defects remains unaffected. Insofar as the liability of uxspire is excluded or limited, this also applies in favour of the legal representatives, employees and vicarious agents of uxspire.

12 Final provisions

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German; translations are provided for information and, in the event of deviations, the German version prevails. Individual agreements with the customer take precedence over these GTC.

If the customer 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 the contractual relationship is the registered office of uxspire, to the extent legally permissible.

uxspire may amend these GTC for existing continuing obligations if this is necessary due to legal changes, technical or security-related developments, changed service components, requirements of service providers used or to close regulatory gaps, provided that the customer is not unreasonably disadvantaged. uxspire informs the customer in text form at least 30 days before the amendment takes effect. In the event of a material disadvantage, the customer may object to the amendment or terminate the affected contractual relationship in accordance with the main contract. Individual agreements remain unaffected.

Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected.

Contact

