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General terms and conditions

Welcome to plancraft!

Please read the following terms and conditions carefully before using the services we offer.

§ 1 Scope, definitions of terms and provider

1. The general terms and conditions (hereinafter referred to as "GTC") govern the contractual relationship between Plancraft GmbH, Flora-Neumann-Straße 6, 20357 Hamburg (hereinafter provider) and you (hereinafter customer), in the version valid at the time the contract is concluded.
2. Plancraft's offer is aimed exclusively at traders. Accordingly, the software is intended for commercial customers (B2B) and the customer confirms using the software for commercial purposes by activating a paid contract ("subscription"). The use of plancraft for teaching and demonstration purposes may be permitted by the provider in individual cases.
3. A distinction is made between user accounts and company accounts ("account", or in the plural "accounts"). The user account is linked to an email address used for registration. With a user account, a new account can be created whose account administrator is initially the creating user. You can change this setting later. A user account can have access to and/or manage multiple accounts, depending on the authorization assigned to the user by the respective account administrator (s).
4. Any deviating terms and conditions of the customer are rejected.

§ 2 Subject matter of the contract

1. The subject of this contract is the provision of software by the provider. This gives the customer the opportunity and authorization to use the functionalities within the framework of this contract.
2. The provider makes the contract software, plancraft, available for use. This software consists of various apps that enable customer project and customer management in digital form. These apps are used, among other things, to create various documents, order management and contact management. The software is constantly being developed. The terms of use also include apps not described here, which are added to the software.
3. The software is hosted on servers used directly or indirectly by the provider and made available to the customer via the Internet (software-as-a-service).

4. The customer declares that he is legally authorized to represent the company for which he is acting and that all rights and obligations under this contract automatically include the company he represents. The customer assures that he has the necessary power of representation to oblige the company in this contractual relationship. Should the customer not be entitled to do so, he will personally bear all economic consequences.

§ 3 Conclusion of the contract

1. Access to use the plancraft software and the services offered requires registration. By registering, the customer accepts these terms and conditions and a contractual relationship is established between the provider and the registered customer, which is based on the provisions of these terms and conditions. Accordingly, a contractual relationship is also established in accordance with these terms and conditions without the conclusion of a paid contractual relationship ("subscription").

2. Before concluding a subscription, the customer will be informed of the respective paid service and the terms of payment. When the customer clicks on the corresponding, clearly marked button (e.g. "Order for a fee"), the order is triggered and the payment obligation and the subscription arise.

3. The subscription is linked to one account and, accordingly, to the respective company.

4. The customer agrees that invoices will be sent electronically. Electronic invoices are made available via email or in the software's customer account.

5. The presentation of the service on the website does not represent a legally effective offer. The temporal or quantitative validity of separate offers may be displayed. Prices are subject to change.

§ 4 Test phase

1. The test phase begins with the creation of a company account ("account") by filling out the business information form (including company name, operating address).

2. The range of functions of the software provided during the test phase may be reduced compared to the paid full version.

3. The length of the test phase is made visible in the software and is seven calendar days. The provider reserves the right to shorten or extend the test phase at will.

4. After the test phase has ended, the range of functions and access to data in the respective account will be restricted; the user can still log in. If the user is part of other accounts, access, test phase or subscription is regulated individually.

5. There is no automatic transition to a paid tariff.

§ 5 Prices and terms of payment

1. The current prices can be found in the price overview on the provider's website. All prices are net plus the applicable statutory value added tax.
2. The provider reserves the right to charge different fee models for different booking dates and customer groups, and in particular for different periods of use, to offer different ranges of services and/or to grant various discounts.
3. Services that are agreed with the customer in addition to the use of the plancraft software, such as set-up, consulting services or development services, are based on the prices or individual negotiations stated on the website.
4. By registering, providing the information necessary for the payment process and using the paid service, the customer authorizes the operator to collect the corresponding amount.
5. The usage fee for the subscription chosen by the customer is due on the first day and therefore at the beginning of the booked period.
6. A paid service is automatically extended for the period (subscription) booked in each case, unless it is sent by e-mail to support@plancraft.de or letter is terminated (see §7).
7. The customer is not allowed to pay for the service by sending cash or checks. Other payment methods may be excluded by the provider in individual cases.
8. Should the customer choose an online payment method via SEPA direct debit, the customer hereby authorizes the provider to collect the amounts due at the time of ordering.
9. Should the customer choose to pay by credit card or online payment service such as PayPal, GooglePay, ApplePay, KLARNA or similar, the customer expressly authorizes the provider to collect the amounts due.
10. If the customer chooses the SEPA direct debit payment method, the customer grants the provider a SEPA basic mandate. The customer must coordinate this mandate with their corresponding bank. Should a direct debit payment transaction be reversed, regardless of whether the customer or a third party is at fault (e.g., insufficient funds or incorrect bank details provided), the customer shall pay a fixed fee of €15.00 plus VAT. This fee covers both the actual chargeback costs incurred by the payment service provider (e.g., Stripe) and the internal administrative effort of the provider. The chargeback costs may vary depending on the payment method and country but are fully covered by this fixed fee. The provider reserves the right to adjust this fixed fee in the future should the fee structure of the payment service provider change.
11. Should the customer be in default of payment, the provider reserves the right to claim the damage caused by the delay or to temporarily block the account.
12. The provider reserves the right to adjust prices upon automatic renewal of a paid subscription. The customer will be informed of any planned price adjustments at least 30

calendar days prior to their taking effect, either by email or within the software. The customer may object to the renewal under the new terms or terminate the agreement before the new subscription period begins. If no objection or termination is received, the subscription shall continue under the adjusted terms.

§ 6 Contract period and termination

1. The contract terms are based on the options presented in the price overview on the provider's website (monthly and yearly).
2. If a customer has signed up for a subscription, he can cancel no later than one day before the end of the contract period. The timely receipt of notice also applies to weekends and public holidays. This may mean that support cannot stop an extension of the subscription in time and a cancellation must then be made. For this reason, you are asked to cancel on a working day; however, it is not contractually necessary.
3. If this deadline is not met, the paid service will be extended by the subscription selected and the cancellation will only take effect at the end of the following period.
4. Cancellation is to be sent by e-mail to support@plancraft.de or letter possible. In order for the cancellation to be attributed, the full name, the stored e-mail address and the address of the company should be provided. If received via email, it must be sent via the email address of an account admin.
5. The provider is entitled to terminate the contractual relationship at any time with a notice period of 30 days, effective at the end of the current subscription term. The right to terminate immediately for good cause remains unaffected. Good cause exists, in particular, if the customer breaches essential contractual obligations or uses the contractual software improperly. The provider will generally notify the customer prior to terminating the contractual relationship unless exceptional circumstances make such notification unreasonable.
6. The right to extraordinary termination for good cause remains unaffected. The customer's right to terminate the contract extraordinarily without notice if the contractual use of the contract software in whole or in part is not granted or withdrawn again in good time is excluded (Section 543 paragraph 2 number 1 BGB).
7. If a customer's access is blocked due to culpable breach of contract and/or the contractual relationship is terminated, the customer must pay compensation in the amount of the agreed fee for the remaining contract period.
8. After termination of the contractual relationship (this does not explicitly mean subscription), the provider reserves the right to delete all of the customer's data after a security period of three months has elapsed.
9. Upon termination of the contractual relationship, the provider shall, at the customer's request, transfer the data requested by the customer and created by him in a format to be determined by the provider. The customer can export the most important data, such as documents (invoices) or the contact book, independently at any time.

§ 7 Obligations of the provider

1. The provider undertakes to make the contract software accessible and usable by the customer on the server he uses via a URL to be provided to him.
2. The provider undertakes to take all technical precautions necessary to ensure availability of at least 95% on an annual average. If this level is not reached, each party has the right to extraordinary termination of this contract. Failures due to force majeure (e.g. strikes, riots, natural disasters, epidemics) are not taken into account when calculating the actual availability achieved. Blocks by the provider, which the provider may deem necessary for security reasons, are also excluded, provided that the provider has taken appropriate security precautions.
3. The provider undertakes to continuously monitor the functionality of the software and to eliminate any software errors that occur immediately after becoming aware of them. Nevertheless, the customer is aware that software is generally not free from errors.

§ 8 Duties and Obligations of the Customer

1. The customer undertakes to pay the agreed prices on time.
2. A customer account is for his/her sole and personal use and a customer may generally not authorize third parties to use this account. Insofar as use by third parties in an employment relationship is necessary, he will name these third parties vis-à-vis the provider and oblige these third parties to comply with the provisions of this agreement. Furthermore, the customer undertakes to report any change in the assignment of the customer to the provider caused by organizational changes, employee changes, etc.
3. The customer undertakes to protect the usage and access authorizations assigned to him or the customer as well as identification and authentication guarantees against access by third parties and not to pass them on to unauthorized customers.
4. The customer is obliged not to provide intentional or fraudulent false information in his profile and other areas of the software. Such information may result in civil action. In addition, the operator reserves the right to terminate the existing contractual relationship with immediate effect in such a case.
5. The customer undertakes to ensure that (e.g. when transferring third-party texts and data to provider servers) all industrial property rights and copyrights are observed.
6. The customer is obliged to obtain the necessary consent from the respective person concerned, insofar as he collects, processes or uses personal data as part of the use of the contract software and is not subject to legal permission.
7. The customer undertakes to refrain from any attempt, himself or by unauthorized third parties, to access information or data without authorization or to interfere with software

operated by the provider or to invade data networks operated by the provider without authorization.

8. The customer releases the provider from all claims by third parties which are based on illegal use of the contract software by him or are made with his approval or which arise in particular from data protection, copyright or other legal disputes associated with the use of the contract software. If the customer recognizes or must recognize that such a violation is imminent, there is an obligation to inform the provider immediately.

9. The customer undertakes to back up the data transmitted to the provider regularly and at risk, but at least once a day, and to make its own backup copies in order to ensure the reconstruction of the data and information in the event of loss of the data and information.

10. Before sending data and information, the customer is obliged to check them for viruses and to use state-of-the-art virus protection programs.

11. The customer undertakes to save his existing data in the system by downloading it until the contract is terminated, as it cannot be ruled out that the customer will no longer be able to access these data stocks after the contract has ended.

§ 9 Liability

1. Claims for damages, irrespective of the reason, against the provider (including his vicarious agents), which presuppose slight negligence, exist only if a significant contract/cardinal obligation has been breached. In this case, claims for damages are limited in amount to typical, foreseeable damage. For an individual claim, liability is limited to the contract value and, in the case of ongoing remuneration, to the amount of remuneration per contract year.

2. Claims due to gross negligence and bodily injury remain unaffected.

§ 10 Use contrary to contract

The provider is entitled to block access to the contract software and its data in the event of an unlawful breach by the customer or the customer named by him of one of the essential obligations set out in this contract. Access will only be restored when the breach of the relevant essential obligation has been permanently eliminated or the risk of repetition has been ensured by issuing an appropriate declaration of injunctive relief to providers. In this case, the customer remains obliged to pay the monthly prices.

§ 11 Data protection

1. Should personal data (e.g. name, address, email address) be collected, we are committed to obtaining your prior consent. We are committed not to share any data with third parties unless you have given your prior consent.
2. We would like to point out that the transmission of data on the Internet (e.g. by e-mail) may have security gaps. Accordingly, error-free and trouble-free protection of third-party data cannot be fully guaranteed. Our liability is excluded in this regard.
3. Third parties are not entitled to use contact details for commercial activities, provided that the provider has given the data subjects prior written consent.
4. You have the right to receive complete and free information from the provider about the database relating to you at any time.
5. The customer also has the right to correct/delete data/restrict processing.
6. Further information on data protection is available in the separate Privacy statement can be found on the website plancraft.com.

§ 12 Jurisdiction and Applicable Law

1. For all contractual and non-contractual claims arising from or in connection with this contractual relationship, the law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. To the extent legally permissible, the exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship shall be the registered office of the provider (currently Hamburg).
3. This also applies if the customer's registered office is abroad or if the contractual relationship is cross-border.

§ 13 Final Provisions

1. The contract language is German. Translations of these General Terms and Conditions are for informational purposes only. In the event of contradictions or conflicts of interpretation, the German version shall be authoritative.
2. If you breach these terms and conditions and we do nothing about it, we are still entitled to exercise our rights on any other occasion where you breach these terms of sale.
3. The provider reserves the right to amend these Terms and Conditions. The customer will be notified of any changes at least 30 calendar days prior to their entry into force. The customer may object to the changes within this period. If the customer objects, the provider is entitled to terminate the contractual relationship at the end of the current contractual term with ordinary notice. If no objection is made, the changes shall be deemed accepted. The

provider will explicitly inform the customer of their right to object and the consequences of failing to object. The terms of sale, contractual conditions, and general terms and conditions applicable at the time of the order oCanr respective subscription renewal shall apply, unless a change in these conditions is required by law or regulatory directive (in which case they shall also apply retroactively to existing contracts).

4. Should any provision of these Terms and Conditions be or become invalid, either in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by an effective provision that most closely approximates the economic intent of the invalid provision.