

General Terms and Conditions (GTC)

Version 2.1 · Effective 1 October 2026 · Orderlion GmbH

Orderlion GmbH, Himmelpfortgasse 17/7, 1010 Vienna, Austria ("**Orderlion**", "we"), for the Orderlion platform and related services. These GTC apply exclusively to entrepreneurs (B2B); Orderlion does not contract with consumers.

1. Scope and contract formation

1.1 These GTC govern all contracts between Orderlion and its customers ("**Customer**") for the use of Orderlion's software-as-a-service platform, related implementation, integration and support services, as described in the applicable product description and the order form signed or accepted by the Customer ("**Order Form**").

1.2 The contract is concluded when the Customer accepts Orderlion's offer by signing or electronically accepting the Order Form. The Order Form, these GTC, the Data Processing Agreement referenced in Section 12 and the product description together form the agreement. In case of conflict, the Order Form prevails over these GTC.

1.3 Customer general terms do not apply, even if Orderlion performs without expressly objecting to them.

1.4 Orderlion may amend these GTC for good reason (in particular changes in law, court or authority practice, product changes, or security requirements). Orderlion will notify the Customer of amendments in text form at least 30 days before they take effect, highlighting the changes and expressly stating the consequence of not objecting. If the Customer does not object in text form within 30 days of notification, the amended GTC apply. If the Customer objects, the previous version continues to apply and either party may terminate the contract with effect from its next renewal date.

2. Services

2.1 Orderlion provides the Customer with access to its cloud platform for digital order management, comprising, depending on the Order Form: (a) the **Shop** (ordering webshop, app and portal for the Customer's business buyers), (b) the **Inbox** (automated capture and extraction of orders from channels such as email and attachments), (c) sales, campaign, reporting and communication features, and (d) integrations with the Customer's ERP system as agreed.

2.2 The service is provided at the internet exit node of the data centre used by Orderlion ("handover point"). The Customer's connectivity to the handover point is the Customer's responsibility.

2.3 The functional scope owed is defined by the product description current at contract conclusion and the Order Form. Orderlion may develop and change the platform (including replacing features with at least equivalent functionality) provided the agreed core functionality is not materially reduced.

2.4 Implementation is a cooperative project. The parties will agree on a project plan after conclusion of the contract; agreed timelines depend on the Customer meeting its cooperation duties.

3. AI-supported features

3.1 Parts of the platform use artificial intelligence, including large language models provided via API by third-party model providers, for example for extracting order data from emails (Inbox), for the AI assistant, and for automated reports and recommendations. Details, including the model providers engaged, are listed in Orderlion's subprocessor list.

3.2 AI-generated outputs are produced by probabilistic systems and may contain errors. The platform provides review mechanisms. For Inbox, the Customer chooses the processing mode: in standard mode, the Customer's staff review each extracted order before transfer to the ERP system; in automatic mode, orders are transferred without individual human review unless flagged for manual review by the system. The choice of mode, and the review of flagged or erroneous orders, is the Customer's responsibility.

3.3 The Customer must not use the platform's AI features for purposes that would qualify as high-risk or prohibited under Regulation (EU) 2024/1689 (AI Act), in particular not for the evaluation of individual natural persons (such as employee performance evaluation or creditworthiness assessment) or for emotion recognition. If the Customer modifies the intended purpose of an AI feature in such a way, the Customer alone is provider of the resulting AI system within the meaning of the AI Act and shall indemnify Orderlion accordingly.

3.4 Orderlion complies with the transparency obligations applicable to its AI features under Article 50 of the AI Act (identification of AI interaction; machine-readable marking of AI-generated content where required).

4. Availability and support

4.1 Orderlion targets an availability of the platform of 99% per calendar month, excluding announced maintenance windows and circumstances outside Orderlion's control (in particular failures of the internet, of the Customer's infrastructure, third-party actions and force majeure).

4.2 Orderlion provides support to the Customer's designated users via the support portal at <https://support.orderlion.com/>, by email (support@orderlion.com or the address stated in the Order Form) and by telephone, Monday to Friday 09:00 to 17:00 CET, excluding public holidays. Support requests are processed through a ticket system in order of priority.

4.3 For urgent, serious issues (in particular outages or critical malfunctions of the platform), emergency tickets can be raised via the emergency form on the support portal. Emergency tickets are prioritised over normal tickets, are targeted for shorter response times, and are also reviewed outside the support hours stated in Section 4.2, including on public holidays; specific response times are not guaranteed. The emergency channel is reserved for urgent, serious issues; repeated misuse may result in additional charges.

4.4 Support towards the Customer's buyers (the Customer's own customers) is not part of Orderlion's services and is provided by the Customer.

4.5 The Customer shall notify Orderlion of malfunctions without undue delay and as precisely as possible.

5. Customer's duties

5.1 The Customer shall cooperate to the extent reasonably required, meet the system requirements stated in the product description, keep access credentials confidential, ensure its users do the same, and not make the service available to third parties beyond the contractual scope.

5.2 The Customer is responsible for the content and data it (and its buyers) process on the platform, including their legality, accuracy and freedom from third-party rights. The Customer shall not upload unlawful content or malware.

5.3 Orderlion performs regular backups of platform data as part of the service. The Customer remains responsible for retaining copies of data it uploads from its own systems (in particular ERP master data), which can be re-imported at any time.

5.4 The Customer shall ensure that its own privacy notices towards its buyers cover the use of the platform, including the Inbox AI processing, as further described in the Data Processing Agreement.

6. Fees and payment

6.1 Fees, billing periods and payment methods are set out in the Order Form. Unless agreed otherwise, subscription fees are invoiced monthly and are due within 14 days of invoice date; setup fees are due 14 days after order. All fees are exclusive of VAT. Payment is collected by SEPA direct debit or credit card, depending on availability in the Customer's country, as selected in the Order Form. Manual payment by invoice and bank transfer is available only where agreed and may carry a reasonable administrative surcharge of at least EUR 30.00 per manual invoice.

6.2 If the Customer is in default with a due payment by more than four weeks, Orderlion may, after two reminders with a grace period, suspend access to the platform until settlement. The payment obligation remains unaffected by the suspension.

6.3 In case of default, statutory default interest for business transactions applies, plus reasonable dunning and collection costs (including at least EUR 20.00 per reminder for up to two reminders and the costs of a collection letter by a lawyer).

6.4 Orderlion may adjust recurring fees once per year in line with the development of the Austrian Consumer Price Index (VPI 2020, Statistik Austria, or the index series officially replacing it) since the last adjustment. Increases exceeding the index development entitle the Customer to terminate the contract with effect from the date the increase would take effect.

6.5 The Customer may set off only undisputed or finally adjudicated counterclaims.

7. Intellectual property

7.1 Orderlion grants the Customer a non-exclusive, non-transferable right, limited to the contract term, to use the platform for its own business purposes in accordance with the agreement. All intellectual property in the platform, including improvements and AI-generated platform components, remains with Orderlion or its licensors.

7.2 The Customer retains all rights in the data it processes on the platform. The Customer grants Orderlion the non-exclusive right to process this data to the extent necessary to provide the services, including reproduction for backup and failover purposes and technical format changes to remedy malfunctions. Orderlion may use aggregated, non-personal usage data that does not identify the Customer, its users or buyers to improve its products.

7.3 The Customer may not reverse engineer, decompile or extract the software except where mandatory law permits, nor remove proprietary notices.

8. Confidentiality

8.1 Each party shall keep confidential all information of the other party designated as confidential or recognisable as business or trade secrets, and use it only for the performance of the agreement. This does not apply to information that was already lawfully known, is or becomes public without breach, was lawfully received from a third party, or must be disclosed by law, court or authority order (with prior notice to the other party where permitted).

8.2 This obligation survives termination of the agreement.

9. Warranty

9.1 The Customer shall notify defects in writing without undue delay, at the latest within eight days of delivery or performance (hidden defects: within eight days of discovery), describing the defect; otherwise the performance is deemed approved and warranty claims, damage claims based on the defect and the right to contest error are excluded.

9.2 In case of justified and timely notice, Orderlion shall, at its choice, remedy the defect or provide a replacement within a reasonable period. If remediation is impossible or requires disproportionate effort, the Customer is entitled to the statutory rights of price reduction or, in case of material defects, rescission.

9.3 The warranty period is six months from delivery or performance. Sections 924 (presumption) and 933b (recourse) ABGB are excluded. The Customer may not withhold payments on account of defects.

9.4 No warranty is given for defects caused by the Customer's system environment, third-party software or hardware not provided by Orderlion, modifications by the Customer, or malware introduced outside Orderlion's sphere.

10. Liability

10.1 Orderlion's liability for slight negligence is excluded, regardless of the legal basis, except for personal injury. This applies to direct and indirect damage, loss of profit, consequential damage, damage from delay, impossibility, defective or incomplete performance, and culpa in contrahendo, and equally to the personal liability of Orderlion's employees, contractors and other agents. The injured party bears the burden of proving gross fault.

10.2 In all cases not excluded under Section 10.1, Orderlion's total liability per contract year is limited to the total net fees paid by the Customer in the twelve months preceding the event giving rise to the claim, except in cases of intent, personal injury, or where mandatory law provides otherwise.

10.3 AI-generated outputs do not replace human review by the Customer (Section 3.2). Orderlion is not liable for damage resulting from the Customer's decision to process AI-extracted orders without review in automatic mode, insofar as the platform's flagging mechanisms functioned as described in the product description.

10.4 For loss of data, Orderlion's liability is limited to the effort of restoring the data from the most recent backup created in accordance with Section 5.3.

10.5 Claims for damages must be asserted in court within six months of knowledge of damage and damaging party, at the latest within three years of the damaging event; otherwise they are forfeited.

10.6 The Customer shall indemnify Orderlion against all third-party claims (including claims of the Customer's buyers and employees and associated reasonable legal costs) arising from the Customer's content, its use of the platform in breach of the agreement, or its breach of Section 3.3. Orderlion will notify the Customer of such claims and allow the Customer to participate in the defence to the extent legally possible.

11. Term and termination

11.1 Access to the platform begins upon acceptance of the Order Form. Unless the Order Form provides otherwise, the initial term is 12 months, commencing on the date of the first invoice for recurring fees, at the latest however three months after acceptance of the Order Form. The contract renews automatically for successive 12-month periods unless terminated in text form with three months' notice before the end of the then-current term.

11.2 Each party may terminate for cause. Cause exists for Orderlion in particular if the Customer is more than two months in arrears with a due payment despite a reminder, or materially breaches Sections 3.3, 5.2 or 7.3. If the Customer is responsible for the termination, the Customer owes the agreed remuneration (less saved expenses) until the earliest date the contract could have ended by ordinary termination.

11.3 Terminations require text form. Terminations by email are effective upon Orderlion's confirmation of receipt, which will not be unreasonably withheld.

12. Data protection

12.1 Where Orderlion processes personal data on the Customer's behalf, the parties' **Data Processing Agreement (DPA)** applies. The DPA, including the subprocessor list and the description of technical and organisational measures, is available at www.orderlion.com/dpa and is incorporated into the agreement by this reference.

12.2 Information on Orderlion's processing of personal data as controller (e.g. contact persons of the Customer) is provided in Orderlion's Privacy Policy at www.orderlion.com/privacy-cookie-policy.

13. Reference use

13.1 Orderlion may name the Customer and use the Customer's name and logo as a reference in its marketing materials (in particular on its website and in sales presentations). The Customer may object at any time in text form with effect for the future.

14. Final provisions

14.1 Orderlion may engage subcontractors for the performance of its obligations; for personal data processing, the DPA's subprocessor regime applies. The Customer may assign rights and obligations under the agreement only with Orderlion's prior written consent; Orderlion may assign the agreement to an affiliate or in connection with a merger or sale of business.

14.2 The agreement is governed by Austrian substantive law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

14.3 Place of performance is Orderlion's registered office. Exclusive place of jurisdiction for all disputes is the court with subject-matter jurisdiction for Orderlion's registered office in Vienna; Orderlion may also sue the Customer at the Customer's general place of jurisdiction.

14.4 In view of the international customer base of Orderlion across its markets, this English version is the authoritative and leading version of these GTC. Translations may be provided for convenience only and have no legal effect.

14.5 Should individual provisions be or become invalid, the remaining provisions remain unaffected; the invalid provision shall be replaced by a valid one coming closest to its economic purpose.