Terms of Use

As of: 28.09.2026

Preamble

These Terms of Use apply to the access and use of the BillMore application (hereinafter referred to as the "App" or "Software") or the BillMore websites https://billmore.de and https://billmore.com ("Website", together the "Services") and the services offered therein by BillMore GmbH, Kolpingstraße 14, 73433 Aalen; Register court: HRB 735402, Ulm, CEO: Steffen Keller, VAT ID number: DE313425388 (hereinafter referred to as "BillMore" or "we/us").

Our software products are aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e. traders, freelancers and companies. By registering and using our software, you confirm that you are acting in the exercise of your commercial or independent professional activity.

§ 1 Scope of application

(1) For all our services presented and provided via the website billmore.de or billmore.com and/or the mobile app or the web app app.billmore.com, as well as via the application programming interface (API) at api.billmore.com (along with the associated documentation), these terms and conditions apply exclusively. The validity of deviating terms and conditions requires our express consent in text form to be effective. This applies in particular to deviations from the text form requirement (§ 14 (1)). Other contractual terms and conditions shall not become part of the contract, even without express objection on the part of BillMore.

(2) BillMore is responsible for the contractual provision of the services and for the supervision, management and control of the same. You as the customer are responsible for the integration of the software and services supplied by us and the desired results.

(3) By accepting these terms and conditions and using the application, you confirm that you are an entrepreneur and are therefore acting in the exercise of your commercial or independent professional activity when concluding this legal transaction.

§ 2 Services

(1) BillMore offers you as an entrepreneur the "Cloud Invoicing" software, with which you can create and export invoices and other business documents as well as manage customers, products and other company data. The software is available in two versions:

a) **Trial version:** By creating a user account and accepting these terms of use, you receive the software for 30 days for use with limited functionality. Use of the trial version is free of charge. You can switch to the paid full version at any time. When switching to the full version, any unused part of the free trial version expires. A trial version is permitted once per user.

b) **Full version:** The complete range of services can be unlocked for a monthly or annual fee. In the case of a purchase made through the mobile app, payment is processed via the respective app stores. An account with the respective app store (e.g., Apple App Store https://www.apple.com/legal/internet-services/itunes/us/terms.html) is required for payment processing. For purchases made outside of the mobile app (e.g., on the website), payment is processed directly through us. In this case, we employ a suitable payment service provider to regularly debit the fee from your stored payment method. Creating an additional user (e.g., an employee) requires the registration of a separate user account for that sub-user, who is not required to pay any additional fees. For the selected contract duration, the services can also be managed across devices by multiple users with different access rights. The data is centrally encrypted. With this option, storage space is provided on our server during the contract period. The number of documents to be created each month is limited, and the number of documents already used within the billing period is displayed in the application. The same applies to the number of monthly AI-supported receipt analyses for booking suggestions (§ 7). Documents created via an application programming interface (API) count toward the same monthly document quota. It is possible to upgrade to a higher subscription tier at any time. The available quotas are visible in the application prior to booking. Higher tiers also unlock additional supplementary functions. The scope of services is displayed at the time of booking and is available for viewing on our website. We reserve the right to engage subcontractors in providing storage space.

(2) We will maintain an average annual availability of 98.5% for the agreed server-related services. This excludes periods when the services are unreachable via the internet due to technical or other issues beyond our control (e.g., force majeure, third-party fault, etc.). Scheduled maintenance work that we announce at least 24 hours in advance in the application or by email, carry out outside normal business hours where possible, and that does not exceed a total of eight hours per calendar month is also not considered an interruption.

(3) We reserve the right to modify or improve the services. Should modifications result in limitations to the contractually essential scope of services, you will be entitled to an extraordinary right of termination. If services are provided free of charge, we are entitled to discontinue them after prior announcement. No claims for reduction, refund, or damages can be asserted as a result. With regard to the application programming interface

(API), we reserve the right to modify or discontinue individual functions, endpoints, or versions upon reasonable notice, provided that such changes do not permanently impair the essential use of the service.

(4) In the event of a fundamental change in the legal or technical standards on the internet, we reserve the right to terminate the contract extraordinarily if it becomes unreasonable for us to provide the services in whole or in part in accordance with the contract's purpose.

(5) The terms of use regulated in this contract apply to all software products we offer you as a business customer – even those not explicitly mentioned herein – unless deviating or supplementary terms have been agreed for a product.

§ 3 Obligations of the customer

(1) You are obligated not to store any illegal content or content that violates laws, regulatory requirements, or the rights of third parties on the provided storage space. Our services may not be misused, in particular not

a) for the unsolicited transmission of emails to third parties for advertising purposes or the sending of messages for advertising purposes. This also applies to program-controlled or automated sending via the API.
b) for attempts to unauthorized retrieval of information or data or unauthorized access to data networks.
c) for sending threatening or harassing messages.
d) for storing or sending content that is contrary to public morals or constitutes a criminal offence (in particular §§ 130, 130a, 131, 184 et seq. StGB).

(2) You are obligated to prevent unauthorized access by third parties to the protected areas of the software through appropriate precautions.

(3) Without prejudice to our obligation to safeguard data, you are responsible for the input and maintenance of the data and information required for the use of the services.

(4) You are obligated to check your data and information for viruses or other harmful components prior to input and to employ antivirus programs that comply with current technical standards.

(5) The customer must provide a valid email address for accessing the services and generate a password, both of which are required for further use of the services via the created user account. You are obligated to keep the email address and the associated password confidential and not disclose them to third parties. The same applies to any API keys (access tokens) you generate. These must be kept confidential, stored securely, and not made available to third parties. If you suspect that a third party has gained access to them, you must immediately revoke the affected API keys through the application.

(6) You are solely responsible for all content and processed data used by you or your employees, as well as for any legal positions required in connection therewith. We do not review the content used with the software

without cause. Our employees access your content only to the extent necessary to handle a support request initiated by you, to remedy malfunctions, to ensure the security of the services or to investigate a specific suspicion of misuse, or where we are obliged to do so by law or by order of an authority or court. Access is limited to what is necessary for these purposes. We will inform you in advance of any requests for disclosure by authorities or courts, insofar as this is legally permissible. Automated processing of your content within the scope of AI-supported features (§ 7) remains unaffected; BillMore employees review such content only to the extent described in the privacy policy.

(7) In this context, you agree to indemnify BillMore from any liability and all costs, including any actual or potential costs of legal proceedings, in the event that we are held liable by third parties, including your employees personally, as a result of any alleged actions or omissions on your part. We will inform you of any claims made against us and, as far as legally possible, provide you with the opportunity to defend against the claim. At the same time, you shall immediately provide BillMore with all available information regarding the matter that is the subject of the claim.

(8) Should you significantly or persistently breach the obligations and duties mentioned herein, and if this breach of contract is not remedied and ceased following a warning by us, we are entitled to suspend services and to terminate the contract without notice.

§ 4 Data protection

(1) The conclusion of paid contracts for services requires that you register a customer account with us via the app with the personal data requested there and that you agree to the validity of these terms and conditions and acknowledge the privacy policy. Only persons with unlimited legal capacity and acting as entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) are entitled to register. There is no entitlement to registration. When registering, you choose a password in accordance with the registration form provided in the app or on the website and enter a valid e-mail address. The password must be kept secret by you and may not be disclosed to third parties.

(2) Insofar as we act in connection with the services to be provided by us in the sense of commissioned data processing in accordance with Article 28 EU GDPR, i.e. we process personal data for which you are responsible within the meaning of data protection law on your behalf in accordance with your instructions, the statutory provisions on commissioned data processing shall apply between BillMore and you. For this purpose, the data processing agreement pursuant to Art. 28(3) GDPR (DPA) applies, available at https://billmore.com/legal/dpa (currently available in German). The DPA is an annex to these Terms of Use (§ 14 (6)) and is concluded in text form upon your acceptance of these Terms of Use (Art. 28(9) GDPR); a separate signature is not required but may additionally be provided in the application. The sub-processors we engage – including the service providers used for AI-supported features (§ 7) – and the procedure for changing them are set out in the DPA and in the list referenced therein at https://billmore.com/legal/subprocessor.

§ 5 Software transfer and rights of use

(1) We will provide you with the software in its current version over the internet for the duration of this contract for a fee. The mobile app must be downloaded via the respective app store.

(2) BillMore grants you the non-exclusive and non-transferable right to use the software specified in this contract in accordance with the contractual services for the agreed period.

(3) You may only modify the software to the extent that such modifications are covered by the intended use of the software as described in the current service specifications.

(4) Intended use includes in particular loading the software into the memory of your end devices and installing and storing the mobile app on your end devices.

(5) You are not entitled to provide the software to third parties, whether for a fee or free of charge. The sale or rental of the software is expressly prohibited. Third parties do not include those acting as vicarious agents of the customer who use the services free of charge, such as the customer's employees, freelancers within the framework of the contractual relationship, etc. This applies accordingly to the use of the API. In particular, you may not grant third parties independent access to the Services via the API, circumvent the agreed usage quotas or technical restrictions (e.g., retrieval or transmission limits), or use the API in a manner that impairs the availability or stability of the Services for other users.

(6) You may not modify, reverse engineer, further develop or translate the software beyond its intended use under para. 3, except where permitted by mandatory law (Sections 69d, 69e of the German Copyright Act, UrhG). You may reproduce the documentation for your own internal purposes; the creation of derivative works based on it is not permitted.

(7) The content you store on the designated storage space may be protected by copyright and data protection laws. You hereby grant us the right to make the content stored on the server accessible via the internet to you or to addressees specified by you, in particular to reproduce and transmit it, as well as to reproduce it for the purpose of data backup and to process it for the provision of the contractual services, including automated processing within the scope of AI-supported features (§ 7).

(8) We use open-source software for certain software modules (libraries) provided to you. With regard to these modules, the customer is granted the usage rights in accordance with the license terms applicable to each module. A directory of these modules along with the corresponding license terms will be made available to you in the app. The provisions of these General Terms and Conditions shall only apply supplementarily to these software modules.

§ 6 Integration with third-party services

(1) The software may provide interfaces to third-party services (e.g., accounting and tax consulting systems, payment service providers, shop and inventory management systems, and other external platforms) through which data is transmitted to or received from such services, for example, to export transaction data, retrieve payment or order transactions, or automatically generate documents.

(2) Activation and use occur at your initiative. You are responsible for establishing the connection, selecting the third-party service, and ensuring the legality of the data exchange, and you warrant that you possess the necessary rights and permissions for this purpose.

(3) The respective third-party service is subject to its own terms and conditions; we have no influence over the availability, scope of functions, or content of the third-party service and assume no liability in this regard. Access data or tokens stored for the connection must be kept confidential and revoked immediately if misuse is suspected.

(4) We are entitled to introduce, modify, or discontinue individual interfaces after providing reasonable notice.

§ 7 AI-supported features

(1) The software may include features that analyze content, generate suggestions, or answer questions using artificial intelligence systems. Such features are labeled as AI-supported in the software. Details on the data processing are set out in the privacy policy.

(2) Results of AI-supported features, in particular suggestions and answers, are automated aids. They may be incomplete or incorrect. They do not constitute tax, legal, or other advice and do not replace such advice. We owe the provision of the feature, not a specific professional result.

(3) Booking suggestions: The software may generate booking suggestions from uploaded receipts (business partner, booking account, line items, tax rates, amounts). This feature is only used for a company after the owner of the company has activated it in the settings. The activation applies to all users of the company and may be ended by the owner at any time with effect for the future. Bookings or other records are not created or modified independently; each suggestion is only adopted upon your confirmation. You are obligated to review suggestions before adopting them, in particular the account, tax rate, and amounts. Responsibility for the accuracy of your accounting and for compliance with tax and commercial law obligations remains with you.

(4) AI assistant: The software may include an AI assistant that answers questions about using the software on the basis of our documentation. The AI assistant does not perform any actions in your account. Its answers are not legally binding statements or commitments by BillMore and do not replace our support; these Terms of Use and the current service description remain authoritative.

(5) The use of AI-supported features may be limited in quantity. The monthly quota of receipt analyses for booking suggestions per company and the portion already used are displayed in the application; quotas may differ depending on the subscription tier. The number of requests to the AI assistant may be technically limited per period to prevent misuse.

(6) We are entitled to further develop AI-supported features, to change the models or service providers used, provided that the level of protection described in the privacy policy is maintained, and to discontinue individual AI-supported features after providing reasonable notice. § 2 (3) applies accordingly.

§ 8 Granting of storage space

(1) Within the "Cloud Invoicing" version, we provide you with a defined amount of storage space on a server for storing your data, to which you can access in connection with the use of the provided software. Paragraph 5 and § 9 apply to the protection and backup of your data; we do not assume any custody obligations beyond this. You are responsible for observing the commercial and tax retention periods. You may store content on the server to the extent assured in accordance with the service specifications. This includes all documents created within the booked quotas. The available quota for the respective booking period is viewable in the application. Should the storage space become insufficient for storing your data, we will notify you. You may then order additional quotas, subject to availability.

(2) We will ensure that the stored data is accessible via the internet.

(3) You are not entitled to allow a third party to use this storage space, either partially or entirely, for a fee or free of charge. The only exception is authorized sub-users to whom you have granted read and/or write access using the app functions.

(4) The customer undertakes not to store any content on the storage space whose provision, publication, or use violates applicable law or agreements with third parties.

(5) We will take appropriate measures in accordance with the state of the art to prevent data loss and to prevent unauthorized access by third parties to your data.

(6) You remain the sole owner of the data in any event. You may at any time retrieve all exportable data – in particular the documents, contacts, products, bookings and receipts entered by you or created with the software, including associated metadata – via the export functions provided in the application and the application programming interface (API), in the formats described there and in the documentation (https://docs.billmore.de); data not covered by the export functions will be provided to you upon request in text form. Excluded are data that relate exclusively to the internal operation of our services (e.g., system logs), insofar as they contain trade secrets of ours or of third parties. We do not charge any fees for the retrieval or provision of your data or for switching providers (para. 7) (Art. 29 of Regulation (EU) 2023/2854 – Data Act).

(7) Switching providers: You may notify us at any time in text form that you wish to switch to another provider or to your own IT infrastructure or to have your data erased (switching notice); no notice period applies. The switch shall be completed within a transitional period of 30 calendar days from receipt of the switching notice; you may extend this period once by a period you consider appropriate. If completion within 30 calendar days is technically unfeasible, we will notify you within 14 working days of receipt of the switching notice, stating the reasons and an alternative transitional period not exceeding seven months. During the transitional period, we will continue to provide the services with due care, support you and third parties authorised by you to a reasonable extent – in particular through the export functions, the application programming interface (API), the documentation and all information relevant to your exit strategy –, inform you of any known risks to the continuity of the services and ensure a high level of security, in particular during the transfer of the data.

(8) Without prejudice to the right of termination under § 10, the contract ends upon successful completion of the switch or, if you only request the erasure of your data, upon receipt of the switching notice; we will confirm the termination to you in text form. The switch is deemed completed as soon as you notify us thereof, at the latest upon expiry of the transitional period. Fees already paid for the current contract term will not be refunded. A subscription concluded via an app store must additionally be cancelled there (§ 10 (1)).

(9) After termination of the contract – in the case of a switch, after expiry of the transitional period – your data will remain stored and retrievable via the provided download function for 24 months (retrieval period); upon request in text form, we will additionally transmit the data to you over a data network during this period. After expiry of the retrieval period, we will completely erase your data; we will announce the erasure at least 30 days in advance by email to the address on file. You may erase your data yourself earlier at any time via the deletion function in the application (account deletion) or request erasure in text form. Backup copies will be overwritten upon expiry of the backup cycle pursuant to § 9. Data that we ourselves are required to retain under statutory obligations (e.g., billing data) remain unaffected. You are not entitled to receive the software suitable for using the data.

§ 9 Data backups

(1) For server-based storage, we perform daily backups of the customer's data on the data server. The backup process follows a rolling system, meaning that data backed up on a specific weekday will be overwritten by the backup performed on the corresponding weekday of the following week. Apart from this, you are responsible for backing up your data; it is sufficient for this purpose to export your data at reasonable intervals using the export function (§ 8 (6)). Any additional backup services require a separate agreement and order.

§ 10 Term and termination

(1) The contract is concluded for an indefinite period. The contractual relationship for the trial version begins with your acceptance of the terms of use and can be terminated by either party at any time by declaration in text form, e.g., via email. A contract for the use of the Cloud Invoicing version is concluded for a period specified at

the time of booking. The contractual relationship is automatically extended by the same period unless terminated by either party at the end of the respective term. For direct payment processing, termination can be carried out via a button in the application or by declaration in text form, e.g., via email. For direct payment processing, the contract is only renewed if the fee for the following billing period is successfully collected. If collection fails, the contract is not renewed and ends upon expiry of the paid billing period; if a payment is charged back, the contract ends upon receipt of the chargeback. No termination is required in either case; we will inform you by email. Fees accrued up to the end of the contract remain payable. You may book a new subscription at any time; your data remain stored in accordance with § 8 (9). If payment processing is handled through an app store provider, termination must be carried out via the respective app store provider and its subscription management options. Further details on termination can be found in the app stores (Apple App Store: https://support.apple.com/en-us/HT202039). The notice period for termination is determined by the subscription cancellation conditions of the respective app store provider (Apple: https://www.apple.com/legal/internet-services/itunes/us/terms.html).

(2) The right of either party to terminate the contract without notice for good cause remains unaffected. We are particularly entitled to terminate the contract without notice if:

a) You are in default with payments of an amount equivalent to at least two monthly fees and fail to make payment despite a reminder and a grace period, or
b) You persistently violate the contractual terms regarding the use of our services, or
c) The opening of insolvency proceedings against your assets is refused for lack of assets, or
d) You or your users insult or threaten our employees or harass them in a comparably serious manner.

If the good cause consists in the breach of a contractual obligation, termination without notice requires that the other party has been warned in text form and requested to remedy the reason for termination within a reasonable period, unless such warning is dispensable under statutory provisions (in particular § 314 (2) sentences 2 and 3 BGB).

§ 11 Remuneration, terms of payment

(1) You are obligated to pay the agreed monthly or annual fee plus applicable VAT for the provision of the software and allocated storage space. Unless otherwise agreed, the fees are determined by the price list valid at the time of contract conclusion or the price displayed at the time of booking.

(2) The fees for the Cloud Invoicing version are to be paid monthly in advance. Alternatively, annual payments may be agreed upon, which must be made in advance for the entire year.

(3) Payments must be made in advance for the respective billing period. Payment is processed exclusively through the payment service providers we use. Payments within the mobile app are handled via the in-app purchase option provided by the respective app store of your mobile device's operating system (Apple App Store). For payments outside the mobile app, we use a suitable payment service provider for your selected

payment method. You authorise us and the respective payment service provider to collect amounts due via the payment method you have selected. Further details on external payment service providers and the required data processing can be found in the privacy policy at https://billmore.com/legal/privacy-app.

(4) We may change the fees with effect from the start of a new billing period. We will notify you of the change in text form at least six weeks before it takes effect and will inform you of your right of termination and of the consequences of not terminating. You may terminate the contract with effect from the date on which the change takes effect. If you do not terminate, the changed fee applies from the next billing period. Where payment is processed via an app store, price changes are governed by its procedures.

(5) For direct payment processing, you shall ensure sufficient funds in your payment method at the time of each debit or cancel the subscription in good time. If a payment is not honoured due to insufficient funds or is reversed by you without justified reason (e.g., direct debit return, chargeback), you shall reimburse us for the resulting fees charged by banks and payment service providers, unless you are not responsible for this. We may make the booking of a new subscription conditional upon settlement of outstanding amounts.

§ 12 Liability for defects/liability

(1) We are obliged to provide the functionality and operational readiness of the services in accordance with the provisions of this contract.

(2) In the event that unauthorized third parties use the services by accessing them with the customer's login credentials, you are liable for any resulting charges under civil liability law until you submit a request to change your login credentials or report the loss or theft, provided that you are at fault for the unauthorized access. For the purposes of this policy, access credentials also include API keys (access tokens).

(3) We are entitled to immediately block access to the storage space if there is a justified suspicion that the stored data is illegal and/or infringes on third-party rights. A justified suspicion of illegality and/or infringement exists in particular if courts, authorities, and/or third parties notify BillMore accordingly. We will inform you immediately of the block and the reason for it. The block will be lifted as soon as the suspicion is cleared.

(4) Strict liability for damages for defects already existing at the time of conclusion of the contract (§ 536a (1) Alt. 1 BGB) is excluded. Otherwise, claims for damages against us are excluded regardless of the legal basis, unless we, our legal representatives, or vicarious agents have acted with intent or gross negligence. In cases of slight negligence, we are only liable if a fundamental contractual obligation ("cardinal duty") has been violated by BillMore, its legal representatives, senior executives, or vicarious agents. In such cases, BillMore is only liable for foreseeable damages that typically arise in such situations. Fundamental contractual obligations are those that form the basis of the contract, are essential for its conclusion, and on which the customer can reasonably rely.

(5) We are not liable for any data loss if the damage is due to your failure to perform data backups, thereby preventing lost data from being restored with reasonable effort.

(6) BillMore is fully liable for damages caused intentionally or negligently that result in injury to life, body, or health by BillMore, its legal representatives, or vicarious agents. Liability under the Product Liability Act remains unaffected.

(7) The limitation period for claims for damages against us is one year; it begins in accordance with Section 199 (1) BGB. This does not apply in the cases of para. 6 or in cases of intent or gross negligence.

§ 13 Place of jurisdiction, choice of law

(1) If you had your residence or habitual residence in Germany at the time of contract conclusion and have either moved abroad by the time legal action is taken against you or if your residence or habitual residence is unknown at that time, the place of jurisdiction for all disputes shall be the registered office of BillMore.

(2) If the customer is a merchant, a legal entity under public law, or a special public-law fund, the place of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of BillMore. The same applies to the place of performance, unless the contracting parties have expressly agreed otherwise. The agreement on the place of jurisdiction under sentence 1 also applies if you have no general place of jurisdiction in Germany.

(3) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 14 Final provisions

(1) These Terms of Use, including their annexes, conclusively govern the contractual relationship. Amendments and additions must be made in text form; acceptance in the application is sufficient. We may offer you amended versions of these Terms of Use for acceptance in the application. An amended version applies from the time of its acceptance; until then, the previous version continues to apply. The use of new features may be made conditional upon acceptance of the amended version. The right of both parties to terminate pursuant to § 10 remains unaffected.

(2) Any other general terms and conditions of the parties shall not apply to this contract. This also applies if such terms are not expressly objected to.

(3) You may only transfer rights and obligations under this contract to third parties with our prior consent in text form; such consent may not be unreasonably withheld. We are entitled to transfer the contract with all rights and obligations to an affiliated company (Sections 15 et seq. of the German Stock Corporation Act, AktG) or to a legal successor. We will inform you of this in advance in text form; in this case, you are entitled to terminate the contract with effect from the time of the transfer. The provision of § 354a of the German Commercial Code (HGB) remains unaffected.

(4) A right of retention may only be exercised due to counterclaims arising from the respective contractual relationship.

(5) The contracting parties may only offset claims that have been legally established or are undisputed. Offsetting with other counterclaims that are synallagmatically linked to the offset principal claim shall be excluded from the offsetting prohibition.

(6) Appendices referenced in these terms are an integral part of the contract.

(7) These Terms of Use may be provided in other languages. Any such translation is for ease of understanding only. Only the German version is authoritative and legally binding. In the event of any discrepancy or contradiction between the German version and a translation, the German version shall prevail.

(8) If any provision of this contract is found to be invalid, the remainder of the contract shall remain unaffected.