

General Terms and Conditions & Software License Agreement

ALLMEDIA.AI

Note: This is the English version of this document. In the event of any discrepancies between the German and English versions, the German version shall prevail.

§ 1 Scope of Application

1. These General Terms and Conditions (Terms) apply to all services of the ALLMEDIA.AI platform, operated by All Media FlexCo, including all software modules, AI agents, content creation functions, integrations and all other related services.
2. Deviating terms of the customer apply only if they have been accepted in writing.

§ 2 Subject Matter of the Contract

1. ALLMEDIA.AI is a Software-as-a-Service (SaaS) solution for automated content creation, digital marketing support and AI-powered process optimization.
2. Use is based on a paid subscription and a credit system for certain functions.

§ 3 Usage Rights

1. The customer receives a non-exclusive, non-transferable right to use the platform for the duration of the contract.
2. All rights to the software, AI models, system architecture and source code remain with All Media FlexCo.
3. Content provided or uploaded by the customer remains the customer's property. The customer grants All Media FlexCo the usage rights necessary for system operation.

§ 4 Data Protection, Data Processing and Data Security

1. The processing of personal data is in accordance with the EU GDPR and Austrian data protection law.
2. By using the system, the customer expressly consents to
 - data being processed by the technical platform,
 - by deployed AI systems,
 - and in encrypted backups.
3. The technical systems used may change continuously due to rapid technological development. A complete and current list of the systems and subcontractors used can be provided upon request.

4. Where possible, Data Processing Agreements (DPA) are concluded with all relevant service providers. In some cases, a DPA may not yet be in place; however, All Media FlexCo commits to complying with all data protection requirements to the best of its ability.
5. ALLMEDIA.AI does not use personal data for advertising purposes. Data is used exclusively to provide, improve and ensure system operation.
6. Data transfers to service providers or AI providers outside the EU may occur (e.g., AI models without EU data centers). However, this is avoided where possible and only occurs if technically necessary or initiated by the customer.
7. All Media FlexCo implements appropriate technical and organizational measures (TOM) in accordance with Art. 32 GDPR to protect data.

§ 5 Credits, Prices and Price Changes

1. The use of certain functions is via a credit system; prices result from the respectively valid price lists.
2. Credits, credit prices and all software prices may change, in particular due to
 - cost changes with AI providers or third parties,
 - license and infrastructure changes,
 - business adjustments.
3. Price changes are communicated to the customer in writing (digitally) in advance.
4. The customer has the right to object in writing within a fixed period of two weeks (10 business days).
5. If there is no objection, the change is automatically considered consent; no separate express consent is required.
6. Upon objection, the customer has a right to special termination/withdrawal.

§ 6 Changes to the Terms

1. All Media FlexCo may change these terms at any time if legitimate interests require it (e.g., legal changes, technical developments, changes in the scope of services).
2. Changes are communicated to the customer in advance in writing (digitally), highlighting the changed passages.
3. If the customer does not object within a fixed period of two weeks (10 business days), the changes are automatically accepted.
4. Subsequent objection after the deadline is excluded.
5. Silence constitutes consent.

§ 7 Customer Obligations

1. The customer warrants that all content processed via the platform does not infringe third-party rights and does not constitute unlawful content.
2. Access credentials must be treated confidentially.
3. In the event of misuse, violations or unlawful content, All Media FlexCo may block access.

§ 8 Availability, System Operation and Maintenance

1. The system is generally provided with high availability; maintenance or expansion work may require temporary interruptions.
2. There is no claim to continuously uninterrupted availability unless expressly guaranteed by contract.

§ 8a Support Access by Authorised Personnel

1. In order to properly provide support, maintenance, error analysis, security and internal training services, All Media FlexCo is entitled to access at any time – without prior individual approval by the Customer – the Customer’s workspaces, configurations, metadata and, to the extent necessary for the respective purpose, content data (in particular posts, media, knowledge stores, brand voices, audiences, channels, log files).

2. Such access is permitted exclusively for the following clearly defined purposes:

- handling of support requests and incidents,
- error analysis and reproduction of reported or detected issues,
- safeguarding of system operations and platform security (incident response, prevention of abuse, incident remediation),
- preventive and reactive maintenance and performance optimisation,
- internal onboarding-related training of new employees and authorised consultants under confidentiality obligations.

3. Access is granted on a need-to-know basis by personnel bound by confidentiality. Every access is logged in the system (at minimum: identity of the accessing person, timestamp, workspace concerned, purpose / ticket reference). Logs are retained for at least 12 months and provided to the Customer in a suitable format upon a substantiated request.

4. Authorised persons within the meaning of this provision are exclusively:

- internal employees of All Media FlexCo (in particular system administrators, consultants, customer support staff) who are bound in writing to confidentiality and compliance with the GDPR, and
- external freelancers who, by way of an onboarding agreement with All Media FlexCo, are bound to provide customer-support services. The confidentiality, data-protection and (sub-)processing obligations set out in the onboarding agreement are passed on to such freelancers to the extent required (flow-down principle pursuant to Art. 28 (4) GDPR).

Engagement of any third party outside this group is excluded.

5. Opt-out for sensitive workspaces. The Customer may, at any time, declare to All Media FlexCo in writing (e-mail is sufficient) that certain workspaces or categories of workspaces marked as sensitive shall be subject to an extended protection regime. Such a declaration takes effect immediately upon receipt by All Media FlexCo. The Customer acknowledges that, as a result, support, error analysis and security controls for the affected workspaces can only be performed to a limited extent or not at all; any resulting delays, functional limitations or security risks are borne by the Customer.

6. Notwithstanding any opt-out, All Media FlexCo remains entitled to access a workspace insofar as this is necessary to avert a danger (in particular acute security incidents, personal-data breaches pursuant to Art. 33 GDPR, prevention of abuse or legal violations) or to comply with statutory obligations. The Customer will be informed without undue delay in such cases, unless mandatory legal grounds prevent such notification.

7. The data-protection details of such support access (in particular the specific obligations as a data processor, logging, and the handling of sub-engaged personnel) are governed by the Data Processing Agreement (§ 4b DPA).

§ 9 Liability

1. The liability of All Media FlexCo is limited – insofar as legally permissible – to cases of gross negligence or intent.
2. Liability for lost profits, indirect damage or consequential damage is excluded.
3. The maximum liability amount is always limited to the total revenue that All Media FlexCo has generated with the respective customer – regardless of whether multiple damage claims occur. Even in repeated cases, this limit applies to the entire contractual relationship.
4. For data loss, All Media FlexCo is liable only if this has occurred despite standard and reasonable protective measures.

§ 10 Contract Term and Termination

1. The contract is concluded as a subscription and automatically renews.
2. The customer can terminate the contract according to the specified notice periods.
3. A special right to termination exists in particular for
 - price changes,
 - changes to the terms,
 - material restrictions of the scope of services.

§ 11 Final Provisions

1. Austrian law applies, excluding the conflict of laws rules.
2. Jurisdiction is the competent court at the registered office of All Media FlexCo.
3. The German version of these terms is the only legally binding version. The English translation is for informational purposes only.
4. The English version may have been created wholly or partly by AI and is legally non-binding.

§ 12 AI Usage and EU AI Act Compliance

New provision in accordance with Regulation (EU) 2024/1689 (EU AI Act)

12.1 Scope of Application and Role Allocation

ALLMEDIA.AI is a provider and deployer within the meaning of Regulation (EU) 2024/1689 (EU AI Act).

The AI functions provided via ALLMEDIA.AI are primarily classified as limited-risk systems.

The customer acts as a deployer within the meaning of the EU AI Act when using ALLMEDIA.AI.

Each party is responsible for fulfilling its respective obligations under the EU AI Act.

12.2 Acceptable Use (Acceptable Use Policy)

ALLMEDIA.AI may only be used for the creation, management and publication of content marketing and social media content.

The following uses are expressly prohibited (in accordance with Art. 5 EU AI Act):

- Social scoring or rating of natural persons
- Subliminal manipulation or deliberate deception
- Real-time biometric identification or categorization
- Emotion recognition in the workplace or in educational institutions
- Exploitation of vulnerabilities of vulnerable groups

Expressly excluded high-risk use cases:

- Personnel decisions (recruitment, evaluation, dismissal)
- Credit worthiness assessment or insurance scoring
- Justice or law enforcement purposes
- Control of critical infrastructure
- Educational access or assessment

Violations of these usage terms entitle All Media FlexCo to immediately block access and potentially terminate the contract pursuant to § 10.

12.3 Labeling Requirement for AI-Generated Content

The customer, as a deployer, is required to label AI-generated content as such when publishing (Art. 50 EU AI Act).

Labeling is done independently by the customer, e.g. through notices like 'AI-generated' or equivalent wording.

The labeling requirement does not apply if the content has been substantially revised or editorially reviewed by the customer and the customer assumes editorial responsibility.

ALLMEDIA does not provide technical labeling means (watermarks, metadata, etc.); labeling is the sole responsibility of the customer.

All Media FlexCo assumes no liability for omitted or incorrect labeling by the customer.

12.4 AI Competency (AI Literacy)

Both parties are required in accordance with Art. 4 EU AI Act to ensure adequate AI competency of their respective personnel.

All Media FlexCo provides customers with basic information about AI functions, their capabilities and limitations during onboarding.

The customer is responsible for AI training of its employees who work with ALLMEDIA.AI.

12.5 AI Models Used and Transparency

ALLMEDIA.AI uses various AI models from third-party providers (General Purpose AI / GPAI).

The current list of all AI models used, their providers and compliance status is documented in the processor subcontractor directory and can be viewed at allmedia.ai/privacy.

All Media FlexCo ensures that the GPAI models used are only integrated via API access where customer data is not used for model training.

Changes to the AI models used are communicated in accordance with the Data Processing Agreement (DPA) provisions.

12.6 Liability for AI-Generated Content

AI-generated content is created automatically and may contain errors, inaccuracies or so-called 'hallucinations' despite best technical precautions.

The customer is required to review all AI-generated content for factual accuracy, legality and suitability before publication.

All Media FlexCo assumes no warranty for the factual accuracy, completeness or legality of AI-generated content.

The liability of All Media FlexCo for damages arising from AI-generated content is governed by § 9 of these terms.

12.7 Customer Cooperation Obligations

The customer commits to confirming acknowledgment of these provisions in the ALLMEDIA.AI onboarding process.

The customer shall inform All Media FlexCo immediately if it intends to use AI-generated content for a purpose excluded in § 12.2.

Software Licence Agreement

(Subdocument to the Terms and Conditions)

between

Allmedia.ai, a product of All Media FlexCo, Gattermeyerweg 38, 4040 Linz, Austria, UID: ATU82632849, Firmenbuchnummer: FN 664910 i, Rechtsform: Flexible Kapitalgesellschaft (hereinafter "Licensor")

and the Customer (hereinafter "Licensee")

Preamble

Allmedia.ai offers the Licensee a professional software solution for the creation, editing and publication of textual and audiovisual content using modern AI technologies. The software supports digital communication processes through automated generation and assistance functions.

The purpose of this agreement is to regulate the use of the software, the provided AI tools, and the contractual rights and obligations of the parties.

§ 1 Subject Matter and Parties

1.1 The Licensor provides the Licensee with the Allmedia.ai software, including all modules for generating, editing and publishing textual and audiovisual content using AI systems.

1.2 The scope of functions includes in particular:

- Processing of inputs provided by the Licensee (text, URLs, audio)
- AI-supported content generation
- Editing and publishing on digital platforms
- Module selection, system configuration, data integration

1.3 The software is intended exclusively for commercial purposes. The Licensee expressly declares not to act as a consumer within the meaning of consumer protection laws.

§ 2 License Grant and Restrictions

2.1 The Licensor grants the Licensee a non-exclusive, non-transferable and limited to the contract term license to use the software.

2.2 The license covers exclusively the purposes described in the contract.

2.3 The software may not be

- sub-licensed,
- rented,
- loaned or made permanently accessible to third parties.

2.4 After contract termination, all usage rights expire automatically. Unauthorized further use results in appropriate usage fees and may give rise to damages claims.

2.5 Operation requires contemporary internet connection and sufficient resources (AI energy, storage, licenses) to be provided by the Licensee.

2.6 The Licensor is not liable for usage restrictions due to lack of the Licensee's system resources.

§ 3 Licensor Services

3.1 Setup and Configuration

The Licensor sets up the software according to the modules selected by the Licensee. Depending on the package, this includes:

- Self-Setup
- Writing style calibration
- Integration of company information
- Comprehensive initial setup for optimal use.

3.2 Provision of AI Systems

The Licensor provides access to selected AI models, including:

- OpenAI ChatGPT (including EU/Azure variants, if available)
- Google Gemini
- Mistral
- Llama

The selection of suitable models is made according to economic and technical appropriateness by the Licensor. The Licensor supports the Licensee in setting up necessary accounts such as make.com, OpenAI, ChatGPT etc.

3.3 Text and Audio-based Content Creation

The Licensee can have content generated by AI. For audio transcription, the Licensor provides tools such as Whisper or functionally comparable alternatives.

3.4 Editing and Publishing Support

The software provides generated content for manual editing. Publishing to platforms such as LinkedIn, Facebook, Instagram, X as well as own blogs or websites and any other systems can be supported. The Licensee remains responsible for all content.

3.5 Support for Data Protection Requirements

The Licensor supports the Licensee to a limited extent with respect to data protection requirements of the AI tools used. The Licensee bears responsibility for

- conclusion of own Data Processing Agreements with AI service providers
- obtaining consents
- ensuring the legal permissibility of content.

3.6 Further Development and Functionality

The Licensor guarantees functionality according to reasonable technical standards and is entitled to further develop Allmedia.ai or adapt to legal changes.

3.7 Storage Space

The Licensor provides partially chargeable storage space. Data will be deleted automatically at the latest 30 days after contract termination. The Licensee is responsible for backups.

3.8 Service Level

- critical failures: resolution within 24 hours (business days 09:00–18:00)
- other failures: within approximately 48 hours

The Licensee receives an overview of failures at <http://status.allmedia.ai/>.

§ 4 Prices and Payment Terms

4.1 The Licensee pays the prices specified in the contract (module selection). These consist of

- Fixed price for initial configuration (optional)
- ongoing license costs
- consumption-dependent AI energy

4.2 'Contribution idea' = creation of one post per channel. Examples: 4 channels = 4 post ideas

4.3 All prices are quoted net plus VAT.

4.4 The Licensor is entitled to adjust the ongoing prices annually to the CPI 2020. The starting basis is the value at the time of contract signing or conclusion of a chargeable plan.

§ 5 Defects, Misuse

5.1 The Licensor warrants that the software does not infringe the rights of third parties.

5.2 In case of misuse (unlawful content, exceeding the agreed usage volume, payment default), the Licensor may block access.

5.3 The Licensee indemnifies the Licensor against any claims of third parties arising from misuse.

§ 6 Availability and Maintenance

Software availability depends on external AI systems. The Licensor is not liable for failures resulting from

- changes by AI providers,
- failures in third-party systems,
- force majeure.

The Licensor restores functionality within a reasonable timeframe and may replace AI tools as needed.

§ 6a Support Access by Authorised Personnel

6a.1 The Licensor and the authorised persons defined in § 8a of the Terms (internal employees as well as customer-support freelancers bound by an onboarding agreement) are entitled, for the purposes specified there (support, error analysis, security, maintenance, internal training), to access at any time the Licensee's workspaces, configurations, metadata and, where necessary, content data.

6a.2 The modalities (need-to-know, confidentiality, logging, opt-out for sensitive workspaces at any time, exceptions for security incidents) are governed by § 8a of the Terms and – from a data-protection perspective – by § 4b of the Data Processing Agreement (DPA). The Licensee acknowledges that a declared opt-out limits or excludes support, error analysis and security controls for the affected workspaces.

§ 7 Contract Term and Termination

7.1 Minimum contract term according to module selection; thereafter renewal and termination according to agreed deadlines. Upon contract termination, the usage right and storage space usage cease.

7.2 Extraordinary termination by the Licensor in case of material breach of contract.

7.3 The Licensee may request a data download at reasonable cost within 30 days after contract termination.

§ 8 Data Protection and Security

8.1 The Licensor complies with all applicable data protection laws.

8.2 The Licensee is responsible for

- obtaining consents,
- concluding Data Processing Agreements with AI tools,
- ensuring permissibility of content.

8.3 Personal data is processed only to the extent necessary for contract performance. Deletion at the latest 6 months after contract termination (unless other legal requirements require longer-term storage).

8.4 The Licensor assumes no liability for data protection violations by the Licensee.

§ 9 Liability and Limitation of Liability

9.1 The Licensor assumes no liability for the content generated by AI.

9.2 The Licensee is liable for the legal permissibility of all published content.

9.3 Unlimited liability only for

- intent,
- gross negligence,
- violation of life, body, health.

9.4 Liability for slight negligence is excluded, except in the event of violation of material contractual obligations.

9.5 Maximum liability: The liability of the Licensor is always limited to the maximum total revenue that the Licensor has generated with the respective Licensee. This applies even to repeated or continued cases of damage.

§ 10 Final Provisions

10.1 Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods.

10.2 Jurisdiction: optionally the competent court at the registered office of All Media FlexCo or Linz.

10.3 Amendments and supplements must be in writing.

10.4 Should individual provisions be invalid, the contract remains valid in all other respects; the invalid provision is replaced by a permissible provision that is economically as equivalent as possible.

All Media FlexCo

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[allmedia.ai](https://www.allmedia.ai)

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