

# General Terms and Conditions for XInvoice

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## 1. Provider and scope

1. The provider of the XInvoice service is:

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2. These General Terms and Conditions apply to all agreements regarding the use of the XInvoice service between the provider and its customers.
3. The service is intended exclusively for businesses, self-employed professionals, freelancers, legal entities under public law, and special funds under public law. No contract is concluded with consumers.
4. Deviating, conflicting, or supplementary terms of the customer shall only become part of the contract if the provider has expressly agreed to them in writing.

## 2. Subject matter of the contract

1. XInvoice is a web-based service for the validation, generation, provision, and management of electronic invoice documents, in particular in connection with XRechnung and supported structured invoice formats.

2. The service may in particular include:

- registration and management of a customer account
- a web validator for uploaded or pasted XML documents
- API access for automated processing
- a customer portal for account details, security settings, and API key management
- download of generated invoice files and technical output

3. The specific scope of services results from the offer, product description, selected plan, and any supplementary service descriptions applicable at the time of contract conclusion.

4. The provider may further develop the service technically and functionally, provided that the legitimate interests of the customer are not unreasonably impaired.

### **3. Registration and conclusion of contract**

1. The use of certain functions requires registration of a customer account.

2. By submitting the registration, the customer makes an offer to conclude a service contract.

3. The contract is concluded when the provider activates the customer account or enables the customer to use the service.

4. The customer warrants that all registration details are complete and correct and shall update them without undue delay if they change.

5. The provider may reject registrations for legitimate reasons, in particular in the event of incomplete information, obvious misuse, or doubts regarding business use.

### **4. Service models and plans**

1. The service may be provided in different usage models, in particular:

- free web usage with limited scope
  - paid or activation-based API usage
  - additional plans with extended features
2. The provider may define service limits, quotas, technical restrictions, and available features depending on the selected plan.
  3. API usage may require additional information, separate activation, and the conclusion of a data processing agreement.

## **5. Credentials and API keys**

1. The customer shall keep login credentials, passwords, two-factor codes, recovery codes, and API keys confidential and protect them against unauthorized access.
2. Credentials and API keys may only be used within the contractually permitted scope.
3. The customer shall notify the provider without undue delay if there is reason to believe that credentials or API keys have become known to unauthorized persons or have been misused.
4. The provider may temporarily suspend access or API keys for security reasons if there are concrete indications of misuse, security incidents, or contractual violations.

## **6. Customer obligations**

1. The customer may only use the service in compliance with applicable law and these terms.
2. The customer is solely responsible for all content, data, and documents submitted by the customer.
3. The customer shall ensure that the customer is legally entitled to process and transmit personal data.

4. Before using the service, the customer shall verify the factual correctness, completeness, and legal permissibility of all submitted data.

5. It is prohibited to:

- use the service abusively or for unlawful purposes
- bypass technical protection measures
- perform security testing without permission
- interfere with the service through automated access outside the intended interfaces

## **7. Technical provision and availability**

1. The provider aims to keep the service available as continuously as possible, but does not owe uninterrupted or error-free availability at all times.

2. Restrictions may in particular result from:

- maintenance work
- security updates
- outages of third-party infrastructure
- failures of communication networks
- force majeure

3. The provider may temporarily restrict the service in order to carry out maintenance work.

4. Any concrete service level or availability commitments require an express written agreement.

## **8. Validation and professional responsibility**

1. The provider supplies technical functions for validating, generating, and providing structured invoice documents.

2. The provider does not provide tax, legal, or business advice.
3. The customer remains fully responsible for the factual correctness, legal admissibility, and commercial suitability of all entered or transmitted data.
4. Even if technical validation is successful, the customer remains responsible for ensuring that the respective document meets the legal, contractual, and professional requirements of the actual use case.

## **9. Prices and payment**

1. Paid services are subject to the prices published at the time of order or activation.
2. Unless stated otherwise, all prices are net prices plus statutory VAT.
3. Invoices are payable immediately without deduction unless otherwise agreed.
4. In the event of late payment, the provider may claim statutory default interest and, after prior notice, suspend paid services unless overriding legitimate interests of the customer prevent this.

## **10. Term, termination, and plan changes**

1. The contract term depends on the selected plan model.
2. Open-ended contracts may be terminated by either party with reasonable notice unless otherwise agreed.
3. The right to terminate for good cause remains unaffected.
4. Good cause for the provider exists in particular if:
  - the customer culpably breaches essential contractual obligations

- the service is used abusively
  - the customer remains in default of payment despite reminder
  - significant security risks arise from the customer account
5. A change from web usage to API usage may depend on acceptance of the currently valid data processing agreement.

## **11. Data protection and processing on behalf**

1. If the provider processes personal data on behalf of the customer in the context of API usage, the parties shall conclude a separate data processing agreement.
2. The provider may make activation or continuation of API usage dependent on acceptance of the then-current data processing agreement.
3. In all other respects, the provider's current privacy policy shall apply.

## **12. Rights of use**

1. For the term of the contract, the provider grants the customer a simple, non-exclusive, non-transferable, non-sublicensable right to use the service within the contractually intended scope.
2. The customer does not receive any further rights to the software, source code, trademarks, designs, or other intellectual property rights of the provider.

## **13. Defects and support**

1. The customer shall inform the provider without undue delay of any disruptions and shall reasonably support error analysis.
2. Insignificant impairments of usability do not give rise to defect claims.

3. To the extent legally permissible, warranty for free services is excluded.

## **14. Liability**

1. The provider shall be liable without limitation in cases of intent and gross negligence.
2. In cases of ordinary negligence, the provider shall only be liable for breach of an essential contractual obligation. In this case liability is limited to the foreseeable damage typical for the contract.
3. Essential contractual obligations are those whose fulfillment is a prerequisite for proper performance of the contract and on whose compliance the customer may regularly rely.
4. The limitations of liability do not apply to injury to life, body, or health, or where mandatory statutory liability applies.
5. Where liability of the provider is excluded or limited, this also applies in favor of its legal representatives, employees, and agents.

## **15. Amendments to these terms**

1. The provider may amend these terms with effect for the future if there is an objective reason, in particular:
  - changes in applicable law
  - further development of the service
  - security requirements
  - adjustments to business processes
2. Amendments shall be communicated to the customer in an appropriate manner.
3. If the customer does not object within a reasonable period after notification, the amendments shall be deemed accepted, provided the customer was informed of this consequence

beforehand.

## **16. Final provisions**

1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
2. If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising out of or in connection with this contract shall be the provider's registered seat, insofar as legally permissible.
3. Should individual provisions of these terms be wholly or partly invalid, the validity of the remaining provisions shall remain unaffected.

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